

# Regular School Board Meeting

Monday, June 9, 2025 6:30 PM

LS-H MS/HS Media Center, 901 Ferry St., Le Sueur, MN 56058

## 1. CALL TO ORDER

## 2. PLEDGE OF ALLEGIANCE

## 3. MISSION AND VISION STATEMENTS

## 4. STRATEGIC PLAN REVIEW

## 5. APPROVAL OF AGENDA

## 6. OPEN FORUM

## 7. LE SUEUR-HENDERSON SCHOOL DISTRICT RECOGNIZES

7.1. Donations & Grants Received

7.2. Students of the Month

## 8. REPORTS

### 8.1. Committee Reports

8.1.1. Finance **Presenter:** Director Matt Hathaway

8.1.2. Negotiations **Presenter:** Director Brigid Tuck

8.1.3. SW Metro **Presenter:** Director Christa Luna

8.1.4. Human Resource **Presenter:** Director Kelsey Schwartz

8.1.5. Policy **Presenter:** Director Gretchen Rehm

8.1.6. Community Ed Council **Presenter:** Director Kelsey Schwartz

### 8.2. Student Report

### 8.3. Superintendent Report

8.3.1. Community Ed. Update

8.3.2. M/HS Update

8.3.3. Elementary Update

## 9. CONSENT AGENDA

### 9.1. Approval of District Office Consent Items

9.1.1. Minutes of Special School Board Meeting held on 5.19.25.

### 9.2. Approval of Personnel Consent Items

9.2.1. Hirings

9.2.1.1. ESY & M/HS SpEd Teacher - Joy Wiley

9.2.1.2. M/HS Secretary - Carly Ballman

9.2.1.3. ESY Staff

9.2.1.4. PE Teacher - Gabriella Bills

9.2.1.5. Elementary Teacher - Sophia Murphy

9.2.1.6. Summer Kids Club Supervisor - Annika Wick

9.2.1.7. Long Term 6th Grade Sub - Emma Zupke

9.2.2. Resignations

9.2.2.1. Teacher - Betty Widmer Blace

9.2.2.2. Teacher - Kinsey Richards

9.2.2.3. Coach - Anne Lewis

9.2.2.4. Custodian - Stephanie Schultze

9.2.3. Requests

9.2.4. Retirements

10. **PURCHASES ABOVE \$5,000**

10.1. Frontline/Aesop and Applicant Track for  
2025-26 School Year

10.2. AVID membership for 2025-26 School Year

10.3. Infinite Campus License Renewal for 2025-  
26 School Year

10.4. Apptegy Media Subscription for 2025-26  
School Year

11. **OLD BUSINESS**

11.1. Approve final of three readings to update  
policy 417.

11.2. Approve second of three readings to adopt  
policy 524.5.

12. **NEW BUSINESS**

12.1. MSHSL renewal for the 2025-26 School Year

12.2. Approve FY26 Budget

12.3. Approval of Membership Agreement for the  
Better Health Collective (Health Insurance  
Changeover)

13. **BOARD MEMBER COMMUNICATIONS / IDEAS EXCHANGE**

14. **NEXT MEETING INFORMATION**

14.1. Schedule of Upcoming Meetings

15. **ADJOURN**

**RESOLUTION TO ACCEPT GRANTS AND DONATIONS  
TO THE LE SUEUR-HENDERSON SCHOOL DISTRICT**

**WHEREAS**, the Le Sueur-Henderson School District Board encourages the support of the districts educational programs through the funding and support of grant opportunities and donations that meet the goals and objectives of the school district;

**WHEREAS**, the school district will control and maintain all grants and donations to ensure that the interests of all students are met;

**WHEREAS**, the grants and donations listed below have been reviewed and approved by the administration of the Le Sueur-Henderson School District;

**THEREFORE, BE IT RESOLVED**, by the School Board of Independent School District No. 2397, to accept the following grants and donations for the purposes intended:

- o United Fund of Le Sueur - \$500 for Track & Field High Jump Pits
- o All American Publishing - \$203 for FFA
- o Hagenmiller Lumber - \$460 for FFA
- o Pheasant Farms - \$300 for FFA
- o Henderson Fire Dept. - \$1000 for Track & Field High Jump Pits
- o Morgan Satanely - \$1500 Scholarship Donation
- o Aero Transport - \$460 for FFA
- o Braun Farms - \$115 for FFA
- o Berndt Builders - \$460 for FFA
- o Treasures in Town - \$8000 for Track & Field and \$750 for Dueling Pianos Fundraiser
- o Le Sueur Garden Club - \$500 Scholarship donation
- o Master Barber - \$230 for FFA
- o Le Sueur-Henderson Wrestling - \$3506.11 for wrestling uniforms
- o Johnson Aggregates - \$100 for FFA
- o C&M Parts - \$115 for FFA
- o Cornerstone Bank - \$50 for FFA

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed:

\_\_\_\_\_  
School Board Chair, Brigid Tuck

Attest:

\_\_\_\_\_  
School Board Clerk, Kelsey Schwartz



Le Sueur-Henderson Public Schools  
**April Students of the Month**

Elementary	
Student Name	Grade
Leandro Pena Brynn Thelemann	K
Leonardo Pena Emma Turek	1
Erik Flores Lucy Fries	2
Diego Velasco Nox Harper Kahle	3
Grayson Broeckert Elin Lee	4
Sophia Colonna Connor McDonough-Hartwell	5

## Community Education Update

**Date:** June 5, 2025

### *Early Childhood*

**Preschool Teacher Opening:** We have hired one of our two open preschool teacher positions. We have scheduled interview for the 2<sup>nd</sup> position on June 11<sup>th</sup>.

### *Kids Club*

Summer kids club is up and running! We are utilizing the early childhood wing in the new elementary and are loving the space! We are located in the same proximity, yet have enough space to separate students according to ages. The field Trips we have planned this summer include a couple of water parks, the theater, the Scott County Fair, and more.

We also want to thank the friends of the library for purchasing the transportation with the transit allowing us to get a ride down to the Le Sueur Library each week.

### *General Community Education*

Our Summer Catalog has hit mailboxes and classes have been filling up. Popular classes are the Princess in Training, Youth Track and Field Camp, and Sweet Summer Cupcakes. Now that summer has begun, we start looking at the fall catalog.

One of the summer classes I'd like to highlight is "Ready, Set, Grow". A class for kids ages 8-10 years old and is taught by local U of M master gardeners. The class runs for two months, I invite you to visit their garden located on the south side of the Ziebarth Learning Center. A special thank you to Cheryl Amundson, for leading the class and securing grant dollars to purchase the seeds, compost, mulch and fence supplies to make this class happen.

### *Adult Education*

ABE Classes will be wrapping up on June 20<sup>th</sup> and then we'll take a break for summer until classes resume in September.

Since launching our GED testing center in early April, we've already seen powerful glimpses of how education changes lives. One story in particular stands out—a story that captures the very heart of why this work matters.

A student who had been attending our GED classes for the past few months had passed every section of the test except one: social studies. He had attempted it before and failed. Recently

released from jail, he was determined to turn his life around. He was no longer running from his past—he was building a new future.

That future hinged on one test.

He needed to pass the social studies section on Friday to begin college classes at South Central College the following Tuesday. It was his final hurdle. After he completed the test, we sat together in tense silence, waiting for the results to come in.

When the screen finally showed that he had passed, the room erupted—not with noise, but with raw, human emotion. He jumped up and down shouting, “Nate, I passed!! Nate, I passed!! You don’t know what this means!!!” Then he sat down, buried his face in his hands, and cried.

But the most moving moment came next. When he pulled himself together and reached for his phone, his first instinct wasn’t to call his mom, his girlfriend, or a friend. He wanted to call one person above all: his GED teacher, our very own Val Danielson.

That call said everything about the trust, hope, and transformation that happens in our classrooms. It reminded us that this work isn’t just about diplomas—it’s about dignity, second chances, and believing in what’s possible.

Thank you to the school board for supporting the purchase of our GED testing lab – it is making a difference.

To hear more stories like this - our end of the year recognition and celebration will be Thursday, June 26<sup>th</sup> at 6:00 p.m. in the St. Peter Community Center all LSH school board members are invited. In case you are wondering, yes, we will be serving cake after!

Thank you for your continued support of our community education programs!



# Le Sueur-Henderson Middle/High School

## Independent School District 2397

### School Board Report

#### June 9, 2025

Last week Colin Everson and I attended Geometry in Construction training and have received curriculum to pursue implementing the class to support students with connecting math concepts to the real world. While we were there we participated in multiple math and construction activities, including building a playhouse.





# Le Sueur-Henderson Middle/High School

## Independent School District 2397

---

This summer 4 teachers will attend PreAP training for Math and English Classes. These classes will provide students the opportunity to learn with a more rigorous curriculum.

In July, Darren, Katie and I will be attending the Train-the-Trainer Training to support and train paraprofessionals in the Read Act.

We are excited to have been accepted to the Lead CTE Network for the 2025-26 school year. The [Lead CTE Network](#) is a statewide cohort of individuals dedicated to developing and deepening their knowledge, tools, and resources in order to better understand, design, manage, and implement impactful Career and Technical Education (CTE) programs.



# Le Sueur-Henderson Public Schools

Independent School District 2397

100 Kingsway Drive

Le Sueur, MN 56058

Phone: (507) 665-4600 □ [www.isd2397.org](http://www.isd2397.org) □ Fax: (507) 665-6858

School Board Members,

As we wrap up another school year, I'm happy to report that the end of the year went smoothly, and our students left with smiles and excitement for summer. While it's always nice to have some quiet in the building during the first week or so of summer break, I quickly find myself missing the energy and presence of both students and staff.

Hiring for the upcoming school year has been going well. I'm genuinely excited about the new staff who will be joining us in the fall and the talent they will bring to our school community. I am in the process of finalizing the hiring for our open ELL position and anticipate that being completed this week.

In terms of facilities, we have made the decision to remove a piece of playground equipment (the small red spinning structure). Unfortunately, this piece was frequently misused, and a couple of students sustained injuries as a result. After discussion and evaluation, we determined that removal was the best course of action to ensure student safety moving forward.

Looking ahead, I am eager to begin work with Le Sueur County on the issue of student attendance. As many of you know, this is an area I've expressed concern about in the past. I'm encouraged by the opportunity to build a stronger partnership that I believe will lead to improved attendance outcomes for our students across the district.

I'd also like to provide an exciting update on our Makerspace project. The PTO has generously agreed to donate approximately \$8,900, and we have also received an additional \$1,000 contribution from another donor. We have created a detailed spreadsheet outlining the equipment and materials we plan to purchase. I will be working with both our donors and Rachel to ensure items are ordered and delivered over the summer so the space is ready for student use in the fall. We are now shifting our focus toward staff training—both on how to use the equipment and, more importantly, how to integrate the Makerspace into instruction to enhance student learning.

Thank you again for your continued support. On behalf of our entire administrative team, I want to express appreciation for having a School Board that is consistently supportive and student-centered.

Respectfully submitted,

**Darren Kern**

Principal, Le Sueur-Henderson Elementary School

*Le Sueur-Henderson Public Schools Commits to a Unified Focus on High Student Achievement*

BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT 2397  
LE SUEUR-HENDERSON PUBLIC SCHOOLS  
MINUTES OF SPECIAL SCHOOL BOARD MEETING  
MS/HS MEDIA CENTER  
MAY 19, 2025

Item 1.0     **Call to Order:** The special meeting of the Le Sueur-Henderson Board of Education was called to order at 6:31 PM. Board members in attendance were Brigid Tuck, Matt Hathaway, Gretchen Rehm, Brooke Wentzlaff, Jenny Burns, Christa Luna, Kelsey Schwartz.

Members Absent:

Also in attendance: Superintendent Jim Wagner; Administrative Assistant, Rachel Scheffler, Business Manager, Ky Battern, Buildings & Grounds Director, Todd Vrklan, CLA Rep, Craig Popenhagen.

Item 2.0     **Pledge of Allegiance:** Pledge recited

Item 3.0     **Approval of Agenda:** Motion by Schwartz, second by Luna, carried 7-0, to approve the meeting agenda.

Item 4.0     **Consent Agenda:** Motion by Burns, second by Hathaway, carried 7-0, to approve the following consent items:

Item 4.1 **District Office Consent Items:**

Item 4.1.1 Minutes of May 5, 2025, Regular School Board Meeting

Item 4.2 **Personnel Consent Items:**

Item 4.2.1 Hirings:

Item 4.2.1.1 ESY Para - Patty Krekelberg

Item 4.2.1.2 Preschool Teacher - Carrie Hoffman

Item 4.2.2.4 ESY OT - Bekah Pietz

Item 4.2.2 Resignations:

Item 4.2.2.1 EL Para - Dulce Garcia Trejo

Item 4.2.2.2 Golf Coach - Rod Reinhardt

Item 4.2.2.3 EL Teacher - Rene Quintero

Item 5.0     **New Business**

Item 5.1 Motion by Rehm, second by Burns , carried 7-0, to approve FY24 Audit.

Item 5.2 Motion by Luna, second by Hathaway, carried 7-0, to approve Lead-in-Water and Radon Testing.

Item 6.0     **Adjourn:** Motion by Wentzlaff, second by Burns, carried 7-0, to adjourn the meeting at 7:05 PM.

---

Board Clerk

---

Board Chair  
June 9, 2025



## Employment Recommendation Le Sueur - Henderson School District

**Position:** ESY MS/HS SPED Teacher

**Recommended Candidate:** Joy Wiley

**Recommended by:** Cindy Schmidt                      **Start/ Hire Date:** 5/21/25

To be completed by an administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

No- Pending
Yes
0
1
BS
BS
0
Hourly rate

X

New Position

Existing Position

Replacing:

**Additional Information:**  
Pending background check and license approval

Approval of Principal:                      *Cynthia Schmidt*                      5/21/25

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

Share with District Office (Jim, Rachel, Todd, Ky) & Technology (Bruce) via Google Drive



## Employment Recommendation Le Sueur - Henderson School District

**Position:** Secretary

**Recommended Candidate:** Carly Ballman

**Recommended by:** Cindy Schmidt                      **Start/ Hire Date:** 5/30/25

To be completed by an administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

Yes
Yes
6
\$19.63/hr

<input type="checkbox"/>	New Position	
<input checked="" type="checkbox"/>	Existing Position	Replacing: Pam Mediger

**Additional Information:**  
Pending background check

Approval of Principal:                      *Cynthia Schmidt*                      **05/30/2025**

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

**Share with District Office (Jim, Rachel, Todd, Ky, Rod) & Technology (Bruce) via Google Drive**



## Employment Recommendation Le Sueur - Henderson School District

**Position: ESY Teacher**

**Recommended Candidate: Megan Schwarz**

**Recommended by:** Kern      **Start/ Hire Date:** 2025 ESY

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

Yes
Yes
0
0
NA
NA
0
NA

New Position

Existing Position

Replacing:

**Additional Information:**  
• Current rate of Pay

Approval of Principal:      Darren Kern      6/2/25

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

Share with District Office (Alisha, Jim, Juanita) & Technology (Bruce) via Google Drive



## Employment Recommendation Le Sueur - Henderson School District

**Position: ESY Teacher**

**Recommended Candidate: Keilee Westlie**

**Recommended by:** Kern      **Start/ Hire Date:** 2025 ESY

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

Yes
Yes
0
0
NA
NA
0
NA

	New Position
X	Existing Position

Replacing:

**Additional Information:**

- Current rate of Pay

Approval of Principal:      Darren Kern      6/2/25

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

**Share with District Office (Alisha, Jim, Juanita) & Technology (Bruce) via Google Drive**



## Employment Recommendation Le Sueur - Henderson School District

**Position:** ESY Teacher

**Recommended Candidate:** Emi Wagner

**Recommended by:** Kern      **Start/ Hire Date:** 2025 ESY

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

Yes
Yes
0
0
NA
NA
0
NA

	New Position
X	Existing Position

Replacing:

**Additional Information:**

- Current rate of Pay

**Approval of Principal:** Darren Kern      6/2/25

Electronic Signature

Date

**Approval of Superintendent:**

Electronic Signature

Date

Share with District Office (Alisha, Jim, Juanita) & Technology (Bruce) via Google Drive



## Employment Recommendation Le Sueur - Henderson School District

**Position:** ESY Para

**Recommended Candidate:** Michele Nolte

**Recommended by:** Kern      **Start/ Hire Date:** 2025 ESY

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

Yes
Yes
0
0
NA
NA
0
NA

New Position

Existing Position      Replacing:

**Additional Information:**  
• Current rate of Pay 8 days 7:45-11:30

**Approval of Principal:**      Darren Kern      6/2/25  
Electronic Signature      Date

**Approval of Superintendent:**  
Electronic Signature      Date



## Employment Recommendation Le Sueur - Henderson School District

**Position:** ESY Para

**Recommended Candidate:** Mia Schwarz

**Recommended by:** Kern      **Start/ Hire Date:** 2025 ESY

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

Yes
Yes
0
0
NA
NA
0
NA

New Position

Existing Position      Replacing:

**Additional Information:**

- Current rate of Pay 7:45-11:30 for 12 days

**Approval of Principal:**      Darren Kern      6/2/25

Electronic Signature      Date

**Approval of Superintendent:**

Electronic Signature      Date

**Share with District Office (Alisha, Jim, Juanita) & Technology (Bruce) via Google Drive**



## Employment Recommendation Le Sueur - Henderson School District

**Position:** ESY Para

**Recommended Candidate:** Kristian Brandt

**Recommended by:** Kern      **Start/ Hire Date:** 2025 ESY

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

Yes
Yes
0
0
NA
NA
0
NA

<input type="checkbox"/>	New Position
<input checked="" type="checkbox"/>	Existing Position

Replacing:

**Additional Information:**

- Current rate of Pay 7:45-11:30 for 12 days

**Approval of Principal:**      Darren Kern      6/2/25

Electronic Signature

Date

**Approval of Superintendent:**

Electronic Signature

Date

**Share with District Office (Alisha, Jim, Juanita) & Technology (Bruce) via Google Drive**



## Employment Recommendation Le Sueur - Henderson School District

**Position:** ESY Para

**Recommended Candidate:** Janae Kim

**Recommended by:** Kern      **Start/ Hire Date:** 2025 ESY

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

Yes
Yes
0
0
NA
NA
0
NA

New Position

Existing Position      Replacing:

**Additional Information:**

- Current rate of Pay 9:00-11:00 for 12 days

**Approval of Principal:**      Darren Kern      6/2/25

Electronic Signature

Date

**Approval of Superintendent:**

Electronic Signature

Date

Share with District Office (Alisha, Jim, Juanita) & Technology (Bruce) via Google Drive



## Employment Recommendation Le Sueur - Henderson School District

**Position: ESY Teacher**

**Recommended Candidate: Kristin Enz**

**Recommended by:** Kern      **Start/ Hire Date:** 2025 ESY

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

Yes
Yes
0
0
NA
NA
0
NA

	New Position
X	Existing Position

Replacing:

**Additional Information:**

- Current rate of Pay for up to 75 hours

Approval of Principal:      Darren Kern      6/2/25

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

**Share with District Office (Alisha, Jim, Juanita) & Technology (Bruce) via Google Drive**



## Employment Recommendation Le Sueur - Henderson School District

**Position: ESY Interpreter**

**Recommended Candidate: Dulce Garcia -Trejo**

**Recommended by:** Kern      **Start/ Hire Date:** 2025 ESY

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

Yes
Yes
0
0
NA
NA
0
NA

	New Position
X	Existing Position

Replacing:

**Additional Information:**

- Current rate of Pay for up to 20 hours

Approval of Principal:      Darren Kern      6/2/25

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

**Share with District Office (Alisha, Jim, Juanita) & Technology (Bruce) via Google Drive**



## Employment Recommendation Le Sueur - Henderson School District

**Position:** ESY Para

**Recommended Candidate:** Kim Merrill

**Recommended by:** Kern      **Start/ Hire Date:** 2025 ESY

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

Yes
Yes
0
0
NA
NA
0
NA

New Position

Existing Position      Replacing:

**Additional Information:**

- Current rate of Pay 9-11 for 12 days

**Approval of Principal:**      Darren Kern      6/2/25

Electronic Signature      Date

**Approval of Superintendent:**

Electronic Signature      Date



## Employment Recommendation Le Sueur - Henderson School District

**Position: ESY Secretary**

**Recommended Candidate: Heidi Hagen**

**Recommended by:** Kern      **Start/ Hire Date:** 2025 ESY

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

NA
Yes
0
0
NA
NA
0
NA

<input type="checkbox"/>	New Position	
<input checked="" type="checkbox"/>	Existing Position	Replacing:

**Additional Information:**

- Current rate of Pay

Approval of Principal:      Darren Kern      6/9/25

Electronic Signature      Date

Approval of Superintendent:

Electronic Signature      Date



## Employment Recommendation Le Sueur - Henderson School District

**Position:** PE Teacher

**Recommended Candidate:** Gabriella Bills

**Recommended by:** Cindy Schmidt

**Start/ Hire Date:** 6/2/25

To be completed by an administrator:

Candidate has current & appropriate certification:

Reference checks completed:

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

No-Applied

Yes

0

1

BA

BA

0

40,788

New Position

Existing Position

Replacing: Jen Hovick (PE)

**Additional Information:**

Pending background check

Pending Licensure

Approval of Principal:

*Cynthia Schmidt*

06/2/2025

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

Share with District Office (Jim, Rachel, Todd, Ky, Rod) & Technology (Bruce) via Google Drive



## Employment Recommendation Le Sueur - Henderson School District

**Position: Elementary Teacher**

**Recommended Candidate: Sophia Murphy**

**Recommended by:** Kern      **Start/ Hire Date:** 2025-2026 school year

To be completed by administrator:

Candidate has current & appropriate certification:  
 Reference checks completed:  
 Years of experience granted:  
 Step Placement:  
 Highest degree currently held:  
 Lane Placement:  
 Credits beyond highest degree granted:  
 Hourly/ Salary Rate

Pending
Yes
0
0
BA
BA
0
NA

<input type="checkbox"/>	New Position	
<input checked="" type="checkbox"/>	Existing Position	Replacing: Betty Widmer-Blace

**Additional Information:**  
\$40,788

**Approval of Principal:**      Darren Kern      6/4/25

Electronic Signature      Date

**Approval of Superintendent:**

Electronic Signature      Date



## Employment Recommendation Le Sueur - Henderson School District

**Position: Summer Kids Club Supervisor**

**Recommended Candidate: Annika Wick**

**Recommended by: Nathan Warden**

**Start/ Hire Date: 06/09/2025**

To be completed by an administrator:

Candidate has current & appropriate certification:

x

Reference checks completed:

x

Years of experience granted:

Step Placement:

3

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

14.25

New Position

Existing Position

Replacing:

**Additional Information:**

- Seasonal position for summer.

Approval of Principal:

Nathan Warden

6-6-25

Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date

Share with District Office ( Jim, Rachel, Jennifer ) & Technology (Bruce) via Google Drive



## Employment Recommendation Le Sueur - Henderson School District

**Position:** 6th Grade Long-term sub (Cortnee DePoppe)

**Recommended Candidate:** Emma Zupke

**Recommended by:** Cindy Schmidt **Date:** 5/9/25

To be completed by administrator:

Candidate has current & appropriate certification:	No
Reference checks completed:	Yes
Years of experience granted:	0
Step Placement:	1
Highest degree currently held:	BA
Lane Placement:	BA
Credits beyond highest degree granted:	0
Hourly/ Salary Rate	40,788

<input type="checkbox"/>	New Position	
<input checked="" type="checkbox"/>	Existing Position	Replacing: Cortnee DePoppe

**Additional Information:**

- Pending License approval
- Aug 18-Nov 9, 2025

Approval of Principal: *Cynthia Schmidt* *5/9/25*

Electronic Signature Date

Approval of Superintendent:

Electronic Signature Date

Mr Kern,

May 20, 2025

This letter is to inform you that I will not be returning to Le Sueur Elementary for the 2025-206 year.

Thank you for the opportunity to be here for the 2024-2025 year.

Good luck and best wishes.

Sincerely,  
Betty Widmer Blace

To Cindy, Katie, Jim, and the School Board,

I, Kinsey Richards, am writing this letter to inform you that I am resigning from my position as a science teacher at LSH Middle/High School for the 25/26 school year. My husband got a fish hatchery position in Bellevue, Idaho, starting in August of 2025. We will be moving to Idaho this coming July of 2025. We just got this news within the last couple of days and made the decision to move yesterday. I have really enjoyed all the opportunities that I have had here at LSH and will miss the administration, staff, and, of course, most of all, the students. I thank you for the job for the last two years and all that I have learned over that time. Thank you!

-Kinsey Richards

A handwritten signature in purple ink, appearing to read "Kinsey Richards", is written over the typed name.

5/22/25



Rachel Scheffler <rscheffler@isd2397.org>

---

## Re: Volleyball Position

1 message

---

**Dave Swanberg** <dswanberg@isd2397.org>

Thu, May 29, 2025 at 10:15 AM

To: Anne Lewis <annelewis@stanneslesueur.org>, Rachel Scheffler <rscheffler@isd2397.org>, Jim Wagner <jwagner@isd2397.org>

Please accept this as a formal resignation from Anne Lewis for the position of C team volleyball coach.

On Thu, May 29, 2025 at 8:26 AM Anne Lewis <annelewis@stanneslesueur.org> wrote:

Dave,

I have decided that I will not coach c-team volleyball in the fall. Do you need a formal letter of resignation for the position?

Thanks!



Anne Lewis

Principal | St. Anne's School

phone: 507-665-2489

site: stanneslesueur.org

email: annelewis@stanneslesueur.org

address: 511 N 4th St | Le Sueur, MN 56058

*"We strive to live a Christ-centered life; as respectful and responsible citizens of our school, our Church, and our community." St. Anne's Catholic School*



# Le Sueur-Henderson Public Schools

Independent School District 2397

115 North Fifth Street, Suite 200  
Le Sueur, MN 56058  
Phone: (507) 665-4600 □ [www.isd2397.org](http://www.isd2397.org) □ Fax: (507) 665-6858

---

June 02, 2025

Notice of Termination

Dear Stephanie Schultze,

This contract termination notice is issued in accordance with the authority under the Custodians and Maintenance Employees Master Agreement, Article XIII.

Your contract with Le Sueur-Henderson Public Schools ISD 2397 will terminate June 02, 2025. The reason for termination is due to not meeting expectations.

Should you have any questions, please call me at 507-665-5841 or email me at [tvrklan@isd2397.org](mailto:tvrklan@isd2397.org).

Thank you for your service.

Sincerely,

Todd Vrklan  
Director of Buildings and Grounds

# Frontline Education Renewal Notice

Attn: Lesueur-Henderson School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request directly from the Learning Center. Additionally, we have enhanced our Learning Center with Frontline Support Communities for many of our solutions, empowering you to collaborate with your peers, our experts and to share best practices with K-12 partners across your region and the country.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2025. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions please reach out to your Client Success Manager

Description	Start Date	End Date	Qty	Rate	Amount
Absence & Substitute Management, unlimited usage for internal employees	7/01/2025	6/30/2026	1	\$11,220.43	\$11,220.43
Applicant Tracking, unlimited usage for internal employees	7/01/2025	6/30/2026	1	\$2,872.13	\$2,872.13
<b>Total</b>					<b>\$14,092.56</b>

**Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.**

Need assistance? You can reach us by calling Kevin Castillo at or by emailing us at [renewals@frontlineed.com](mailto:renewals@frontlineed.com).

*Robert Hawkins*

*Ref 29486*

# AVID Center



## Products and Services Quote/Order

Quote/Order #: Q-91064  
Client: Le Sueur-Henderson ISD 2397  
Address: 115 1/2 N 5th St Ste 200  
Le Sueur, MN 56058

AVID Center Representative: Frances OBrien  
Phone: (972) 591-2531  
Email: fobrien@avid.org

Effective Date: July 01, 2025

Expiration Date: June 30, 2026

Le Sueur-Henderson Middle HS				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,599.00	\$0.00	\$4,599.00
1	AVID Weekly Secondary	\$710.00	\$0.00	\$710.00
1	AVID Ignite	\$925.00	\$75.00	\$850.00
Le Sueur-Henderson Middle HS SUBTOTAL:				<b>\$6,159.00</b>

<b>TOTAL:</b>	<b>\$6,159.00</b>
<i>plus all applicable taxes</i>	

**Additional Comments:**

N/A



# INVOICE

4321 109<sup>th</sup> Ave NE Blaine, MN 55449

Date: 05/12/2025  
Invoice #: CI-00001850

**Bill To** Le Sueur-Henderson Independent School District  
2397  
Attn: Accounts Payable  
115 1/2 N 5th St Ste 200  
Le Sueur, MN 56058-1820

**Customer ID -**  
Le Sueur-Henderson Independent School District

**For payment by check, mail to:**

Infinite Campus, Inc.  
NW 6022  
PO Box 1450  
Minneapolis, MN 55485-1450

**For Wire or ACH Payment:**

Bank Name: Wells Fargo Bank NA  
Routing No: 121000248  
Account No: 4105087340

PO NUMBER	TERMS	DUE DATE
	Net 60	07/11/2025
COMMENTS		

DESCRIPTION	SUBSCRIPTION PERIOD	QTY	UNIT PRICE	LINE TOTAL
01- License: SIS	07/01/2025 - 06/30/2026	908.00	\$ 6.00	\$ 5,448.00
02- Support: SIS	07/01/2025 - 06/30/2026	908.00	\$ 3.00	\$ 2,724.00
03- SIS Hosting: Campus Cloud	07/01/2025 - 06/30/2026	908.00	\$ 1.00	\$ 908.00
16- License: Food Service	07/01/2025 - 06/30/2026	908.00	\$ 2.00	\$ 1,816.00
17- Support: Food Service	07/01/2025 - 06/30/2026	908.00	\$ 0.40	\$ 363.20
18- Campus Passport	07/01/2025 - 06/30/2026	1.00	\$ 1,000.00	\$ 1,000.00
19- Yearly Event Series	07/01/2025 - 06/30/2026	1.00	\$ 2,150.00	\$ 2,150.00

*OK  
buckwinkle  
Reg 30163*

Please contact [accounting@infinitecampus.com](mailto:accounting@infinitecampus.com) for any invoice questions  
Make all checks payable to Infinite Campus

Thank you for your business

19- Yearly Event Series- Campus Passport Discount	07/01/2025 - 06/30/2026	1.00	\$ -400.00	\$ -400.00
38- Custom Reports Annual Fee: Destiny Extract- Case 593067	07/01/2025 - 06/30/2026	1.00	\$ 30.00	\$ 30.00
38- Custom Reports Annual Fee: School Pay Extract- Case 1177131	07/01/2025 - 06/30/2026	1.00	\$ 100.00	\$ 100.00
			Subtotal	\$14,139.20
			Total	\$14,139.20

Please contact [accounting@infinitecampus.com](mailto:accounting@infinitecampus.com) for any invoice questions  
 Make all checks payable to Infinite Campus

**Thank you for your business**



# INVOICE

4321 109<sup>th</sup> Ave NE Blaine, MN 55449

Date: 05/02/2025  
Invoice #: CI-00000396

**Bill To** Le Sueur-Henderson Independent School District  
2397  
Attn: Accounts Payable 2397  
115 1/2 N 5th St Ste 200  
Le Sueur, MN 56058-1820

**Customer ID -**  
Le Sueur-Henderson Independent School District

**For payment by check, mail to:**

Infinite Campus, Inc.  
NW 6022  
PO Box 1450  
Minneapolis, MN 55485-1450

**For Wire or ACH Payment:**

Bank Name: Wells Fargo Bank NA  
Routing No: 121000248  
Account No: 4105087340

PO NUMBER	TERMS	DUE DATE
63957	Net 60	07/01/2025
COMMENTS		

DESCRIPTION	SUBSCRIPTION PERIOD	QTY	UNIT PRICE	LINE TOTAL
Online Payments Implementation	07/01/2025 - 06/30/2026	1.00	\$ 1,350.00	\$ 1,350.00
Online Payments- Setup Fee	07/01/2025 - 06/30/2026	1.00	\$ 150.00	\$ 150.00
			Subtotal	\$1,500.00
			Total	\$1,500.00

Please contact [accounting@infinitecampus.com](mailto:accounting@infinitecampus.com) for any invoice questions  
Make all checks payable to Infinite Campus

**Thank you for your business**



# INVOICE

Apptegy, Inc  
2201 Brookwood Dr. STE 115  
Little Rock AR 72202  
United States

**Bill To**

Le Sueur-Henderson Public Schools, Minnesota  
115 1/2 North 5th Street  
Le Sueur MN 56058  
United States

**TERMS: Net 30**

Invoice #	Reference #	Date	Due Date
INV30222		7/1/2025	7/31/2025

Description	Line Total
Thrillshare Media Subscription	\$9,536.62

<b>Subtotal</b>	\$9,536.62
<b>Tax (0%)</b>	\$0.00
<b>Total</b>	<b>\$9,536.62</b>



SAVE YOUR SPOT FOR

# SchoolCEO Conference!

[apptegy.com/conference](http://apptegy.com/conference)

**Sept 24th - 25th, 2025**  
**Little Rock, Arkansas**

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 417

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022~~15~~

## 417 CHEMICAL USE AND ABUSE

***[Note: This policy reflects mandatory provisions of state and federal law and is not discretionary.]***

### I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

### II. GENERAL STATEMENT OF POLICY

- A. Use or possession of controlled substances, toxic substance, medical cannabis, ~~toxic substances~~, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in ~~the school setting in~~ accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. The ~~policy of this~~ school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement. ~~is to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.~~
- C. ~~Every~~The school ~~district that participates in a school district chemical abuse program~~ shall establish and maintain in every school a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- ~~D. The superintendent, with the advice of the school board, shall be responsible for establishing a school and community advisory team to address chemical abuse problems in the district.~~
- ED. The school district shall establish and maintain a drug-free awareness program to for educate and assist its employees, and may establish a students, and others in understanding this policy and the goals of achieving drug-free schools and workplaces.

***[Note: School districts are required to establish a drug-free awareness program for school district employees pursuant to the Drug-Free Workplace Act. In addition, state law requires that the written districtwide school discipline policy must include procedures for detecting and addressing chemical abuse problems of a student while on the school premises. Further, school districts are required to develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement if receiving funding under the federal Student Support and Academic Enrichment Grants law. Comprehensive drug prevention programs are required to be adopted and carried out by school districts pursuant to the Safe and Drug-Free Schools and Communities Act. In addition, school districts are required by the Drug-Free Workplace Act to establish drug-free awareness programs for school district employees. Further, state law authorizes school districts to provide instructional programs in chemical abuse and the prevention of chemical dependency.]***

### III. DEFINITIONS

- A. “Chemical abuse,” as applied to students, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the minor’s student’s normal function in academic, school, or social activities is chronically impaired.
- ~~B. “Chemicals” includes, but is not limited to, alcohol, toxic substances, medical cannabis, and controlled substances as defined in the school district’s Drug-Free Workplace/Drug-Free School policy.~~
- B. “Controlled substances,” as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and “marijuana” as defined in Minnesota Statutes section 152.01, subdivision 9; but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, “controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.
- ~~C. “Drug prevention” means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.~~
- ~~C. “Use” includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.~~
- ~~D. “School location” includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.~~
- D. “Teacher” means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

#### **IV. STUDENTS**

A. Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the districtwide school student discipline policy.

AB. Programs and Activities Instruction

14. EveryThe school district shall develop, implement, and evaluate comprehensive provide an instructional programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes, in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff,

and members of the community in developing the curriculum.

*[Note: The Safe and Drug-Free Schools and Communities Act requires school districts to adopt and carry out a comprehensive drug and violence prevention program with funds received. Since a comprehensive drug prevention program is required and a school district is specifically authorized by state law to provide instructional programs in chemical abuse and the prevention of chemical dependency, this should be a component of each school district's mandatory program. In addition, the Safe and Drug-Free Schools and Communities Act specifies additional items which that may be included as part of the mandatory comprehensive drug prevention program. Some of the suggested items relating to instruction or training are detailed in Paragraphs 2. Through 6. Below and a school district may wish to adopt one or all of the listed components as part of its mandatory program.]*

2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

2. ~~Each school shall have age-appropriate and developmentally based activities that:~~

a. ~~address the consequences of violence and the illegal use of drugs, as appropriate;~~

b. ~~promote a sense of individual responsibility;~~

c. ~~teach students that most people do not illegally use drugs;~~

d. ~~teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;~~

e. ~~teach students about the dangers of emerging drugs;~~

f. ~~engage students in the learning process; and~~

g. ~~incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.~~

3. ~~Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.~~

4. ~~Each school shall disseminate drug and violence prevention information within the school and to the community.~~

5. ~~Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.~~

6. ~~Each school shall have drug and violence prevention activities that may include the following:~~

a. ~~Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.~~

b. ~~The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.~~

c. ~~Conflict resolution programs, including peer mediation programs that educate and train peer mediators and~~

~~a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.~~

~~d. ——— Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.~~

~~e. ——— Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.~~

**CB. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance~~Chemical Use and Abuse~~**

~~1. ——— In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing, or selling chemicals in a school location:~~

~~a. ——— The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.~~

~~b. ——— The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.~~

~~c. ——— The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.~~

~~d. ——— The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.~~

~~e. ——— The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.~~

~~2. ——— If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing, or selling chemicals:~~

~~a. ——— The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.~~

~~b. ——— The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.~~

- ~~1. 1. ——— A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.~~

**[Note: School districts are not required to participate in a chemical abuse program**

*or establish a chemical abuse preassessment team pursuant to state law. Schools are required to have procedures for detecting student chemical abuse and can obtain federal funding if they establish drug prevention, detection, intervention, and recovery support services. Thus, it is recommended that schools establish these programs and activities. For those schools that do not establish a chemical abuse preassessment team, those obligations could be assigned to a specified staff member such a school counselor or administrator.]*

32. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals ~~shall~~ may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes section ~~§~~ 121A.40-121A.56, and proposed for expulsion.
43. Searches by school district officials in connection with the ~~abuse, possession, or transfer, distribution, or sale~~ of alcohol or a controlled substance chemicals will be conducted in accordance with school board policies related to search and seizure.
4. Nothing in paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

DC. Preassessment Team

1. Every school that participates in a school district chemical abuse program shall ~~establish~~ have a chemical abuse preassessment team designated by the superintendent or designee. The team ~~must~~ will be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff ~~to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.~~ For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

ED. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes section § 13.32 and applicable federal law and regulations.
2. Destruction of Records
  - a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

- b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with ~~such~~ information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.
- c. ~~This section shall govern~~ Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding ~~provisions of the Records Management Act, Minnesota Statutes section~~ § 138.163 (Preservation and Disposal of Public Records).

**FE. Consent**

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

**[Note: State law permits schools to provide these services to minor students without the consent of a parent. If, however, a school district provides these or other services pursuant to a grant received under the Student Support and Academic Enrichment Grants law, this funding could be jeopardized if the requirements of federal law, to obtain prior written, informed consent from the parent of each child who is under 18 years of age is not obtained.]**

**F. School and Community Advisory Team**

1. ~~The superintendent, with the advice of the school board, shall establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.~~

2. ~~The advisory team shall:~~

a. ~~build awareness of the problem within the community, identify available treatment and counseling programs for students, and develop good working relationships and enhance communication between the schools and other community agencies; and~~

b. ~~develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.~~

**V. EMPLOYEES**

A. ~~The school district shall establish~~ superintendent or designee shall undertake and maintain a drug-free awareness ~~and prevention~~ program to inform employees, ~~students, and others~~ about:

- 1. The dangers ~~and health risks of chemical~~ of drug abuse in the workplace/school.
- 2. The school district's ~~drug-free workplace/drug-free school~~ policy of maintaining a drug-free workplace.
- 3. ~~Any available drug or alcohol counseling, treatment, rehabilitation, re-entry, and/or employee assistance programs available to employees and/or students.~~

4. The penalties that may be imposed on employees for drug abuse violations.

- B. The ~~school district superintendent or designee~~ shall notify ~~any~~ federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice ~~from the employee or otherwise receiving actual notice~~ of ~~any criminal drug statute~~ conviction ~~of an employee for a criminal drug statute violation~~ occurring in the workplace. ~~To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.~~

~~[Note: Notification to the federal granting agency within ten (10) days is required by the Drug-Free Workplace Act. 41 U.S.C. § 8103.]~~

**Legal References:**

Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)  
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)  
[Minn. Stat. § 121A.61 \(Discipline and Removal of Students from Class\)](#)  
[Minn. Stat. § 124D.695 \(Approved Recovery Program Funding\)](#)  
[Minn. Stat. § 126C.44 \(Safe Schools Levy\)](#)  
Minn. Stat. § 138.163 ([Preservation and Disposal of Public Records](#)) ~~Records Management Act~~  
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)  
[Minn. Stat. § 152.01 \(Definitions\)](#)  
[Minn. Stat. § 152.02 \(Schedules of Controlled Substances; Administration of Chapter\)](#)  
Minn. Stat. § 152.22 (~~Medical Cannabis~~; Definitions; [Medical Cannabis](#))  
Minn. Stat. § 152.23 (~~Medical Cannabis~~; Limitations; [Medical Cannabis](#))  
[Minn. Stat. § 299A.33 \(DARE Program\)](#)  
[Minn. Stat. § 466.07, subd. 1 \(Indemnification Required\)](#)  
[Minn. Stat. § 609.101, subd. 3\(e\) \(Controlled Substance Offenses; Minimum Fines\)](#)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
20 U.S.C. §§ 7101-716522 ([Student Support and Academic Enrichment Grants](#))~~Safe and Drug-Free Schools and Communities Act~~  
[20 U.S.C. § 5812 \(National Education Goals\)](#)  
[20 U.S.C. § 7175 \(Local Activities\)](#)  
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)  
34 C.F.R. Part 84 (Government-~~w~~[W](#)ide Requirements for Drug-Free Workplace)

**Cross References:**

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)  
[MSBA/MASA Model Policy 419 \(Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction\)](#)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 524.5

Revised: \_\_\_\_\_

Orig. 2025

## **524.5 PERSONAL ELECTRONIC COMMUNICATION DEVICES**

### **I. PURPOSE**

The objective of this policy is to support the school district’s focus on learning in alignment with the district’s mission to ignite students’ passion for learning, cultivate a strong foundation of knowledge, and foster a sense of community within our schools. Possession and use of personal electronic communication devices must be regulated to ensure that such devices do not disrupt or interfere with the education process or school operations, impair the safety, welfare, and privacy of students and staff, or are used as part of an act of academic dishonesty.

### **II. GENERAL STATEMENT OF POLICY**

To minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment and to support school environments in which students can engage fully with their classmates, their teachers, and instruction, the school board has determined the use of personal electronic communication devices by students during school hours should be limited.

### **III. DEFINITIONS**

A. “Bell-to-Bell” means from when the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the academic school day. “Bell-to bell” includes lunch and time in between class periods.

B. “Cell Phone” means a personal device capable of making calls, transmitting pictures or video, or sending or receiving messages through electronic means. The definition of cell phone includes a non-smart phone that is limited to making phone calls or text messages and a smart phone that encompasses the above features.

C. “Cyberbullying” means bullying using technology or other electronic communication, including but not limited to a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device.

D. “Instructional Time” means any structured or unstructured learning experiences that occur from when the first bell rings at the start of the school day until the dismissal bell rings at the end of the academic school day.

E. “Personal Electronic Communication Device” means any personal device capable of connecting to a cell phone, the internet, a cellular or Wi-Fi network, or directly connects to another similar device. Personal electronic communication devices may include cell phones, wearable devices such as smart watches, personal headphones, earbuds or pods, laptops, tablets, virtual reality devices, and other personal electronic communication devices with the abovementioned characteristics.

F. “Stored” means a cell phone or personal electronic communication device not being carried on the student’s person, including not in the student’s pocket. Storage options may include, but are not limited to, in the student’s backpack, in the student’s locker, in a locked pouch, or in a designated place in the classroom, as determined by school administration.

#### **IV. PERSONAL ELECTRONIC COMMUNICATION DEVICE USE AND STORAGE**

##### **A. Personal Electronic Communication Device Use**

1. Students are prohibited from using personal electronic communication devices during the following times:

2. Elementary Schools (K-5)

a. Students are prohibited from using personal electronic communication devices on school premises from bell-to-bell, which includes but is not limited to instructional time, lunch periods, recess, school-sponsored programs, events or activities, or any other time during the designated school day.

3. Middle Schools/Junior High Schools

a. AWAY FOR THE DAY. Students are expected to turn off and leave cell phones/electronic devices at home or in their locker from 8:10-3:08.

4. High Schools (9-12)

a. Students are not allowed to bring cell phone into the classroom. Students must leave cell phones in their lockers while in class.

B. Off-Campus School-Sponsored Activities

School administration may establish guidelines for personal electronic communication device possession and use during off-campus school-sponsored activities, such as extracurricular activities, outdoor and service trips, and school field trips. These guidelines will be provided at pre-activity meetings, activity-specific permission slips, and by other means as appropriate in the circumstances.

## **V. LIMITATIONS ON USE OF AND STORAGE OF PERSONAL ELECTRONIC COMMUNICATION DEVICES**

### **A. Limitations on Use of Personal Electronic Communication Devices**

1. Personal electronic communication devices may not be used in any manner that causes or results in disruption of the educational environment or school-sponsored extracurricular activities or events or impairs or interferes with school district operations.
2. Devices, including but not limited to personal electronic communication devices, with audio, video, or photo-taking capabilities shall not be used at any time in locker rooms, bathrooms, or other locations where the presence of such devices poses an unreasonable risk to the safety, welfare, or privacy of others. Confiscation and search of such devices will occur if found in these areas.
3. Students may not use a device to record, transmit, or post audio, videos, or photos of a person or persons on school grounds or on a school bus without the express permission of school staff in addition to the express consent of the individual or individuals that are the subjects of the recording.
4. Personal electronic communication devices may not be used to engage in bullying, cyberbullying, harassment, discrimination, or other activity prohibited under federal or state law or under school district policy.
5. Personal electronic communication devices shall not be used during a lockdown drill, a fire drill, or a similar safety drill.

### **B. Storage of Personal Electronic Communication Devices**

Students shall keep their personal electronic communication devices in a secure place, such as the student's locker, a closed backpack, a storage device provided by the school, or an area designated by the classroom teacher at all times when personal electronic communication device use is prohibited.

## **V. EXCEPTIONS**

A. Nothing in this policy prohibits a student from using a personal electronic communication device for a purpose documented in the student's individualized education program, a plan developed under section 504 of the Rehabilitation Act of 1973, or a health care plan in force regarding the student.

B. A student may use a personal electronic communication device to monitor or address a health concern or medical condition upon permission granted by school administration.

C. Students may use a personal electronic communication device when the use is necessary to respond to or report an emergency. For purposes of this policy, "emergency" means an actual or imminent threat to the health or safety of students and/or school personnel, which may result in death, bodily injury, or substantial property damage.

D. A student may use a personal electronic communication device during a time at which use would otherwise be prohibited when the student has been granted permission from a staff member to use the device. If the school district implements a curriculum that uses technology, students may be allowed to use their own personal electronic communication devices to access the curriculum. Students who are allowed to use their own devices to access the curriculum will be granted access to any application or electronic materials when they are available to students who do not use their own devices, or provided free of charge to students who do not use their own devices for curriculum.

E. A personal electronic communication device may be stored in student vehicles parked on school district property provided that the device is not removed from the vehicle while on school district property.

F. Students who need to make a call may request permission to use a telephone in the building office.

## **VI. DISCIPLINE**

If a student violates this policy, a teacher or administrator shall take the following progressively serious disciplinary measures:

A. Give the student a verbal warning and require the student to store the student's personal electronic communication device in accordance with this policy.

B. Securely store the student's personal electronic communication device in a teacher- or administrator-controlled locker, bin, or drawer for the duration of the class or period.

C. Place the student's personal electronic communication device in the school's central office for the remainder of the school day.

D. Place the student's personal device in the school's central office to be picked up by the student's parent or guardian.

E. Schedule a conference with the student's parent or guardian to discuss the student's personal device use.

F. Apply discipline as provided under school district policies and as appropriate.

G. Other (insert as needed).

## VII. SCHOOL DISTRICT RESPONSIBILITY

A. The school district is not responsible for, nor is it required to investigate, any lost, stolen, or damaged personal electronic communication devices brought onto school grounds or the bus or school-sponsored activities or events.

B. The school board directs the superintendent and school district administration to establish additional rules and procedures regarding student possession and use of personal electronic communication devices in schools as the superintendent and school district administration find appropriate. These rules shall be consistent with this policy and other applicable school district policies. These rules and procedures should seek to minimize the impact of personal electronic communication devices on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or pursuant to similar criteria.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. § 13.32 (Educational Data)

Minn. Stat. § 121A.031 (School Student Bullying Policy)

Minn. Stat. § 121A.73 (School Cell Phone Policy)

Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)

Minn. Stat. § 125B.15 (Internet Access for Students)

Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)

29 U.S.C. § 794 (Nondiscrimination under Federal Grants and Programs)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 524 (Internet, Technology, and Cell Phone Acceptable Use and Safety Policy)

Away for the Day ([www.awayfortheday.org](http://www.awayfortheday.org))

MASSP/MESPA, *The Cell Phone Toolkit* (July 2024)



**2025-2026 RESOLUTION FOR MEMBERSHIP  
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE  
Membership Renewal Form**

**This form must be completed once for each school in the district.**

**Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2025. Retain one copy for the school files.**

**RESOLVED**, that the Governing Board or Entity of \_\_\_\_\_ (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

**FURTHER RESOLVED**, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

**FURTHER RESOLVED**, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

***Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.***

*Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.*

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

**The following is taken from the MSHSL Constitution:**

**208.00 LOCAL CONTROL**

**208.01 Designated School Representatives**

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

**One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.**

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

**208.02 Designated Activity Representatives**

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

**208.03 Local Advisory Committee**

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

\_\_\_\_\_  
Name of School (Please Print)

**208.01 VOTE ON BEHALF OF THE HIGH SCHOOL**

\_\_\_\_\_  
(Designated School Board Member – please print)

\_\_\_\_\_  
(Designated School Representative – please print)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

**208.02 ACTIVITY REPRESENTATIVES**

\_\_\_\_\_  
(Boys Sports – please print)

\_\_\_\_\_  
(Girls Sports – please print)

\_\_\_\_\_  
(Speech – please print)

\_\_\_\_\_  
(Music – please print)

**208.03 LOCAL ADVISORY COMMITTEE MEMBERS**

\_\_\_\_\_  
(Board Member—please print)

\_\_\_\_\_  
(Student—please print)

\_\_\_\_\_  
(Parent—please print)

\_\_\_\_\_  
(Faculty Member—please print)

\_\_\_\_\_  
(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: \_\_\_\_\_  
(Clerk/Secretary - Local Governing Board)

Print Name: \_\_\_\_\_  
(Superintendent or Head of School)

Signed: *Signature required*  
\_\_\_\_\_  
(Clerk/Secretary - Local Governing Board)  
*electronically through DocuSign*  
Date: \_\_\_\_\_

Signed: *Signature required*  
\_\_\_\_\_  
(Superintendent or Head of School)  
*electronically through DocuSign*  
Date: \_\_\_\_\_

# Le Sueur-Henderson Public Schools Budget Presentation 2025-2026



**100 Kingsway Drive  
Le Sueur, MN 56058  
507-665-4600**

**Le Sueur-Henderson Public Schools  
Budget Summary  
FY 2025-2026**

	<b>FY26 Revenues</b>	<b>FY6 Expenditures</b>	<b>Net Budget</b>
<b>General Fund</b>	13,567,482	12,932,527	634,955
<b>Community Education Fund</b>	765,168	691,258	73,910
<b>Adult Basic Education Fund</b>	365,984	348,930	17,054
<b>Food Service</b>	745,350	733,947	11,403
<b>Debt Service</b>	3,670,413	3,512,508	157,906
<b>Construction Fund</b>	-	-	-
<b>Total Amongst All Funds</b>	<u>19,114,397</u>	<u>18,219,170</u>	<u>895,227</u>

**2397** Enter District # in Cell A1

**SCHOOL DISTRICT NUMBER 2397**

**NOTE: Adjusted Average Daily Membership (ADM) by Fiscal Year  
Grade Progression Ratios: Historical and Projected**

(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)
Grade	Actual FY 2020	Ratio 20 to 21	Actual FY 2021	Ratio 21 to 22	Actual FY 2022	Ratio 22 to 23	Actual FY 2023	Ratio 23 to 24	Actual FY 2024	Ave. Grade Progress Rat	Projected FY 2025	Projected FY 2026	Projected FY 2027	Projected FY 2028	Projected FY 2029
EC	16.98		14.73		17.64		11.01		10.46		8.79	12.00	12.00	12.00	12.00
PREK	0.00		0.00		0.00		0.00		0.00		11.30	11.30	11.30	11.30	11.30
HK	11.84		16.04		1.39		18.95		0.00		0.00	0.00	0.00	0.00	0.00
K 1/2 Day	0.00		0.00		0.00		0.00		0.00		0.00	0.00	0.00	0.00	0.00
K Full Day	46.20	0.87	37.65	0.99	55.97	1.25	55.69	0.99	65.02	1.02	59.89	55.00	55.00	55.00	55.00
1	56.91	0.96	50.63	0.93	53.04	0.88	71.64	1.03	73.82	0.95	62.00	61.36	56.35	56.35	56.35
2	62.16	0.96	54.39	1.08	47.09	1.05	46.92	0.98	73.71	1.02	78.00	58.89	58.28	53.52	53.52
3	64.01	1.00	59.53	1.02	58.90	0.98	49.25	0.99	45.82	1.00	73.56	79.23	59.82	59.20	54.37
4	64.80	1.01	64.25	1.00	60.94	0.99	57.65	1.00	48.99	1.00	50.22	73.58	79.25	59.83	59.21
5	89.03	1.10	65.76	1.13	64.23	1.25	60.25	1.30	57.53	1.19	49.44	50.23	73.60	79.27	59.85
6	68.32	1.05	98.06	0.99	74.41	1.02	80.08	1.00	78.21	1.01	68.33	59.05	60.00	87.91	94.68
1-3 Total	183.08		164.55		159.03		167.81		193.35		213.56	199.48	174.45	169.07	164.24
4-6 Total	222.15		228.07		199.58		197.98		184.73		167.99	182.86	212.85	227.01	213.75
1-6 Total	405.23		392.62		358.61		365.79		378.08		381.55	382.34	387.30	396.08	377.98
7	76.84	1.01	71.93	0.97	97.25	0.91	75.57	1.00	79.80	0.98	74.00	69.30	59.89	60.85	89.15
8	86.70	0.96	77.73	1.02	70.13	0.95	88.98	0.91	75.67	0.96	77.11	72.20	67.61	58.44	59.37
9	102.93	0.92	82.98	0.93	79.19	0.98	66.40	1.04	81.18	0.97	76.11	73.93	69.22	64.83	56.03
10	86.26	0.90	94.54	0.86	76.99	0.96	77.88	0.94	68.95	0.92	77.33	73.60	71.49	66.94	62.69
11	70.31	0.95	77.49	1.05	81.27	0.94	73.91	1.00	73.44	0.99	60.22	70.78	67.36	65.43	61.27
12	79.89		66.89		81.66		76.20		74.11		88.00	84.40	94.81	91.44	89.54
7-12 Total	502.93		471.56		486.49		458.94		453.15		452.77	444.21	430.40	407.94	418.05
EC-12 Total	983.18	0.97	932.60	1.00	920.10	1.01	910.38	1.01	906.71	1.00	914.30	904.85	895.99	882.32	874.34
Change	N/A		-50.58		-12.50		-9.72		-3.67		7.59	-9.45	-8.86	-13.67	-7.98

**Instructions**

- 1 Enter your District # into Cell A1
- 2 Enter your EC, K projections for FY2025 thru FY2029
- 3 Review for Accuracy and Reasonableness
- 4 Columns M-Q use the progression ratios, but can be edited for ADM estimates

**Le Sueur-Henderson Public Schools**

**Fund Balance Reconciliation**

**FY26**

**FY26**

	<b>Projected Balance 7/1/2025</b>	<b>Preliminary Budget</b>		<b>Projected Balance 6/30/2026</b>	<b>Change</b>
		<b>Revenues</b>	<b>Expenditures</b>		
<b>Fund 01 - General Fund</b>					
01 422 <u>Unrestricted Fund Balance</u>	1,318,489	11,102,675	(10,947,263)	<b>1,473,901</b>	155,412
01 401 Nonspendable (Donations & Student A	109,196	25,351	(29,744)	104,803	
01 402 Reserved for FLT Scholarship	-	2,000	(2,000)	-	
01 403 Restricted for Staff Development	-	148,676	(148,676)	-	
01 412 Reserved for Read Act	-	31,014	(7,661)	23,353	
01 424 Restricted for Operating Capital	166,208	792,634	(374,342)	584,500	
01 428 Restricted for Learning & Developmen	-	191,939	(191,939)	-	
01 438 Restricted for Gifted & Talented	1,527	12,918	(14,445)	-	
01 439 Restricted for English Learners	-	40,786	(40,786)	-	
01 441 Restricted for Basic Skills	731	589,167	(589,898)	-	
01 443 Restricted for School Library Aid	-	40,000	(40,000)	-	
01 449 Restricted for Safe Schools	-	71,058	(71,058)	-	
01 456 Restricted for Read Act Literacy	33,236	-	-	33,236	
01 457 Restricted for Read Act Training Comp	32,382	-	-	32,382	
01 462 Assigned Donation Accounts	109,196	48,800	(61,691)	96,305	
01 464 Assigned - Prairie Care Grant	3,000	-	(3,000)	-	
01 467 Restricted for LTFM	62,100	380,464	(299,129)	143,435	
01 471 Restricted for Student Support	-	40,000	(40,000)	-	
01 472 Restricted for Medical Assistance	20,895	50,000	(70,895)	-	
<b>Total - General Fund (01)</b>	<b>1,856,960</b>	<b>13,567,482</b>	<b>(12,932,527)</b>	<b>2,491,915</b>	<b>634,955</b>

**Le Sueur-Henderson Public Schools  
General Fund Budget Adjustment Reconciliation  
FY26**

**Expenditures - Revised General Fund Expenditure Budget for Fiscal Year 2024-2025** \$ 12,405,983

**Non-Salaries & Benefit Changes**

Curriculum Needs for FY26	71,535
Property Insurance Renewal Increase	52,471
Land Lease with City of Le Sueur (Softball Fields)	50,000
LTFM 10 Year Plan Changes (Auditorium Lighting & Parking Lot)	37,589
Laptop Refresh for 30 Teachers	19,627
Building Staff Development	12,706
Regular Routes Transportation Increase	11,875
Timeclock System (Region V)	2,500
Buildings & Grounds Equipment Adjustments	2,308
Business Office Dues, Postage, Services Adjustments	2,255
SPED Consulting/Purchased Services (Hired two Speech Pathologists)	(225,444)
Chromebook Lease Financing Fully Paid in FY25	(33,798)
SMS Contracted Payroll Services	(25,000)
Copier Contract Adjustment	(14,699)
CTE Adjustments (Mostly Equipment - Still Leaves \$8k)	(12,400)
Elections Budget	(4,673)
Title III Supplies	(5,225)
Other Misc Adjustments	<u>(3,152)</u>

**Non-Salaries & Benefits Changes** (61,525)

**Salaries & Benefit Changes**

LSHEA Group (Step, 2% Table Inc, Net Other Staff Adjustments)	112,000
Speech Pathologists	86,000
Custodian Group (4 Employees Left in FY25 Year)	85,500
Paraprofessional Group	73,000
Addition of Phy Ed Teacher (MSHS)	57,500
Addition of 3rd Grade Teacher	56,500
Finance Specialist (Full Year Replaces SMS Contract)	48,000
Full-Time Athletic Director	45,000
General Sub Cost Increase	20,000
Superintendent (Benefits & Wages)	16,000
District Office (Benefits & Wages)	6,900
Unemployment	5,000
Principal Group	3,000
Misc Other Adjustments	12,027
Long Term Sub	(11,500)
Secretarial Group	(26,858)

588,069

**General Fund Expenditure Budget for Fiscal Year 2025-2026**

\$ 12,932,527

**Le Sueur-Henderson Public Schools**  
**General Fund Budget Adjustment Reconciliation**  
**FY26**

<b>Revenues - Revised General Fund Revenues Budget for Fiscal Year 2024-2025</b>		\$ 12,407,585
<b>Levy Adjustments</b>		96,423
<b>State Aid Revenue Changes</b>		
General Education Revenue	277,729	
English Learner Aid	40,786	
Special Education Aid	483,236	
Misc Other Adjustments	(4,921)	
Basic Skills Aids	(20,311)	
Operating Capital	(31,010)	
Read Act Training Aid	(32,382)	
Read Act Literacy Aid	(35,866)	
<b>State Aid Revenue Changes</b>	677,261	677,261
<b>Federal Revenue Changes</b>		
Title I Carryover	(7,225)	
Special Education - IDEAS Part B (Fin 419) Carryover	(236,162)	
	(243,387)	(243,387)
<b>Sale of Park Elementary (Net of Realtor Fees)</b>		634,500
<b>Other Misc</b>		(4,900)
<b>General Fund Revenues Budget for Fiscal Year 2025-2026</b>		13,567,482
	<b>Revenues over Expenditures</b>	\$ 634,955

**Le Sueur-Henderson Public Schools**

**Fund Balance Reconciliation**

**FY26**

**FY26**

	Projected Balance 7/1/2025	Preliminary Budget		Projected Balance 6/30/2026	
		Revenues	Expenditures		
<b>Fund 04 - Community Education</b>					
04 431 Community Education	63,959	474,292	(397,414)	140,837	
04 432 ECFE	-	89,639	(89,639)	-	
04 444 School Readiness	-	176,254	(176,254)	-	
04 464 Misc Restricted	23,073	24,983	(27,951)	20,105	<b>Change</b>
<b>Total - Community Education (04)</b>	87,032	765,168	(691,258)	160,942	73,910
<b>Fund 04 - Fin 322 - Adult Basic Education Consortium</b>					
04 447 Reserve for Adult Basic Education	246,572	365,984	(348,930)	263,626	<b>Change</b>
<b>Total - Adult Basic Education</b>	246,572	365,984	(348,930)	263,626	17,054

Le Sueur-Henderson Public Schools  
Community Education Revised Budget Adjustment Reconciliation  
FY26

Community Education

<b>Expenditures - Revised CE Fund Expenditure Budget for Fiscal Year 2024-2025</b>		\$	659,595
<b>Non-Salaries &amp; Benefit Changes</b>			
Non-Public Textbooks	14,047		
Credit Card Fees	6,000		
Copier Adjustments	1,676		
General Supplies	<u>(2,000)</u>		
			19,723
<b>Salaries &amp; Benefit Changes</b>			<u>11,940</u>
<b>CE Expenditure Budget for Fiscal Year 2025-2026</b>		\$	691,258
<b>Revenues - CE Revenues Budget for Fiscal Year 2025-2026</b>		\$	696,546
<b>Levy Adjustments</b>			7,117
<b>State Aid Revenue Changes</b>			
VPK - Moved Back to Fd 1	\$ (87,372)		
General Education Revenue	<u>(1,123)</u>		
<b>State Aid Revenue Changes</b>			(88,495)
<b>School Readiness Tuition</b>			35,000
<b>ECSE Tuition Reimbursement</b>			15,000
<b>Kids Club Fees</b>			<u>100,000</u>
<b>CE Revenues Budget for Fiscal Year 2025-2026</b>			<u>765,168</u>
<b>Revenues over Expenditures</b>		\$	<u><u>73,910</u></u>

**Adult Basic Education**

<b>Expenditures - Revised ABE Fund Expenditure Budget for Fiscal Year 2025-2026</b>	\$	354,564	
<b>Salaries &amp; Benefit Changes</b>		<u>(5,634)</u>	
<b>ABE Expenditure Budget for Fiscal Year 2025-2026</b>			\$ 348,930
<b>Revenues - Revised ABE Revenues Budget for Fiscal Year 2024-2025</b>	\$	365,984	
<b>State Aid Revenue Changes</b>			
General Education Revenue		<u>-</u>	
<b>State Aid Revenue Changes</b>			-
<b>Federal Revenue Changes</b>			
Federal Revenue		<u>-</u>	
<b>Revised ABE Revenues Budget for Fiscal Year 2024-2025</b>			<u>365,984</u>
<b>Revenues over Expenditures</b>			<u><u>\$ 17,054</u></u>

**Le Sueur-Henderson Public Schools**

**Fund Balance Reconciliation**

**FY26**

	Projected Balance 7/1/2025	FY26 Preliminary Budget		Projected Balance 6/30/2026	Change
		Revenues	Expenditures		
<b>Fund 02 - Food Service</b>					
02 460 Nonspendable (Inventory)	46,469	-	-	46,469	
02 464 Food Service Fund Balance	436,977	745,350	(733,947)	448,380	<b>Change</b>
<b>Total - Food Service (02)</b>	483,446	745,350	(733,947)	494,849	11,403
<b>Fund 06 - Construction Fund</b>					
06 464 Restricted	150,000	-	-	150,000	<b>Change</b>
<b>Total - Construction Fund (06)</b>	150,000	-	-	150,000	-
<b>Fund 07 - Debt Service</b>					
07 464 Restricted	756,778	3,670,413	(3,512,508)	914,684	<b>Change</b>
<b>Total - Debt Service (07)</b>	756,778	3,670,413	(3,512,508)	914,684	157,906

Subd. 13. **Total operating capital revenue.** (a) Total operating capital revenue for a district equals the sum of:

(1) \$79 times the adjusted pupil units for the school year;

(2) the product of \$109, the district's maintenance cost index, and its adjusted pupil units for the school year plus the amount computed under paragraph (c); and

(3) \$2 times the adjusted pupil units of the school district for the school year for the purposes of supplying menstrual products under subdivision 14, clause (26), and opiate antagonists under subdivision 14, clause (27).

(b) The revenue under this subdivision must be placed in a reserved account in the general fund and may only be used according to subdivision 14.

(c) The revenue under paragraph (a), clause (2), for a district that operates a program under section [124D.128](#), is increased by an amount equal to \$31 times the number of adjusted pupil units served at the site where the program is implemented.

Subd. 13a. **Operating capital levy.** (a) To obtain operating capital revenue, a district may levy an amount not more than the product of its operating capital equalization revenue for the fiscal year times the lesser of one or the ratio of its adjusted net tax capacity per adjusted pupil unit to the operating capital equalizing factor. The operating capital equalizing factor equals \$22,912 for fiscal year 2024, \$23,138 for fiscal year 2025, and \$22,912 for fiscal year 2026 and later.

(b) A district's operating capital equalization revenue equals the district's total operating capital revenue under subdivision 13, calculated without the amount under subdivision 13, paragraph (a), clause (3).

Subd. 13b. **Operating capital aid.** A district's operating capital aid equals its operating capital revenue minus its operating capital levy times the ratio of the actual amount levied to the permitted levy.

Subd. 14. **Uses of total operating capital revenue.** Total operating capital revenue may be used only for the following purposes:

(1) to acquire land for school purposes;

(2) to acquire or construct buildings for school purposes;

(3) to rent or lease buildings, including the costs of building repair or improvement that are part of a lease agreement;

(4) to improve and repair school sites and buildings, and equip or reequip school buildings with permanent attached fixtures, including library media centers and gender-neutral single-user restrooms, locker room privacy stalls, or other spaces with privacy features, including single-user shower stalls, changing stalls, or other single-user facilities;

(5) for a surplus school building that is used substantially for a public nonschool purpose;

(6) to eliminate barriers or increase access to school buildings by individuals with a disability;

(7) to bring school buildings into compliance with the State Fire Code adopted according to chapter 299F;

(8) to remove asbestos from school buildings, encapsulate asbestos, or make asbestos-related repairs;

(9) to clean up and dispose of polychlorinated biphenyls found in school buildings;

(10) to clean up, remove, dispose of, and make repairs related to storing heating fuel or transportation fuels such as alcohol, gasoline, fuel oil, and special fuel, as defined in section [296A.01](#);

(11) for energy audits for school buildings and to modify buildings if the audit indicates the cost of the modification can be recovered within ten years;

(12) to improve buildings that are leased according to section [123B.51, subdivision 4](#);

(13) to pay special assessments levied against school property but not to pay assessments for service charges;

(14) to pay principal and interest on state loans for energy conservation according to section [216C.37](#) or loans made under the Douglas J. Johnson Economic Protection Trust Fund Act according to sections [298.292](#) to [298.297](#);

(15) to purchase or lease interactive telecommunications equipment;

(16) by board resolution, to transfer money into the debt redemption fund to: (i) pay the amounts needed to meet, when due, principal and interest payments on certain obligations issued according to chapter 475; or (ii) pay principal and interest on debt service loans or capital loans according to section [126C.70](#);

(17) to pay operating capital-related assessments of any entity formed under a cooperative agreement between two or more districts;

(18) to purchase or lease computers and related hardware, software, and annual licensing fees, copying machines, telecommunications equipment, and other noninstructional equipment;

(19) to purchase or lease assistive technology or equipment for instructional programs;

(20) to purchase textbooks as defined in section [123B.41, subdivision 2](#);

(21) to purchase new and replacement library media resources or technology;

(22) to lease or purchase vehicles;

(23) to purchase or lease telecommunications equipment, computers, and related equipment for integrated information management systems for:

(i) managing and reporting learner outcome information for all students under a results-oriented graduation rule;

(ii) managing student assessment, services, and achievement information required for students with individualized education programs; and

(iii) other classroom information management needs;

(24) to pay personnel costs directly related to the acquisition, operation, and maintenance of telecommunications systems, computers, related equipment, and network and applications software;

(25) to pay the costs directly associated with closing a school facility, including moving and storage costs;

(26) to pay the costs of supplies and equipment necessary to provide access to menstrual products at no charge to students in restrooms and as otherwise needed in school facilities; and

(27) to pay the costs of the opiate antagonists required under section [121A.224](#).

Subd. 15. **Uses of revenue.** Except as otherwise prohibited by law, a district may spend general fund money for capital purposes.

§ Subd. 16. **Maintenance cost index.** (a) A district's maintenance cost index is equal to the ratio of:

(1) the total weighted square footage for all eligible district-owned facilities; and

(2) the total unweighted square footage of these facilities.

(b) The department shall determine a district's maintenance cost index annually. Eligible district-owned facilities must include only instructional or administrative square footage owned by the district. The commissioner may adjust the age of a building or addition for major renovation projects.

(c) The square footage weighting factor for each original building or addition equals the lesser of:

(1) one plus the ratio of the age in years to 100; or

(2) 1.5.

(d) The weighted square footage for each original building or addition equals the product of the unweighted square

Subd. 6. **Proceeds of sale or exchange.** (a) Proceeds of the sale or exchange of school buildings or real property of the district must be used as provided in this subdivision.

(b) In districts with outstanding bonds, the proceeds of the sale or exchange shall first be deposited in the debt retirement fund of the district in an amount sufficient to meet when due that percentage of the principal and interest payments for outstanding bonds which is ascribable to the payment of expenses necessary and incidental to the construction or purchase of the particular building or property which is sold.

(c) After satisfying the requirements of paragraph (b), a district with outstanding bonds may deposit proceeds of the sale or exchange in its general fund reserved for operating capital account if the amount deposited is used for the following:

(1) for expenditures for the cleanup of polychlorinated biphenyls, if the method for cleanup is approved by the department;

(2) for capital expenditures for the betterment, as defined in section [475.51, subdivision 8](#), of district-owned school buildings; or

(3) to replace the building or property sold.

(d) In a district with outstanding bonds, the amount of the proceeds of the sale or exchange remaining after the application of paragraphs (b) and (c), which is sufficient to meet when due that percentage of the principal and interest payments for the district's outstanding bonds which is not governed by paragraph (b), shall be deposited in the debt retirement fund.


(e) Any proceeds of the sale or exchange remaining in districts with outstanding bonds after the application of paragraphs (b), (c), and (d), and all proceeds of the sale or exchange in districts without outstanding bonds shall be deposited in the general fund reserved for operating capital account of the district.

(f) Notwithstanding paragraphs (c) and (d), a district with outstanding bonds may deposit in its general fund reserved for operating capital account and use for any lawful operating capital expenditure without the reduction of any levy limitation the same percentage of the proceeds of the sale or exchange of a building or property as the percentage of the initial cost of purchasing or constructing the building or property which was paid using revenue from the general fund reserved for operating capital account.

Le Sueur-Henderson Public Schools  
LTFM 10 Year Plan Expenditure Detail

Inflation Increase: 0.00% 1.50% 1.50% 1.50% 1.50% 1.50% 1.50% 1.50% 1.50%

Fd	Org	Pro	Crs	Fin	Obj	Fin Description	Site	Detail	2026	2027	2028	2029	2030	2031	2032	2033	2034
01	005	865	000	347	305	Physical Hazards	005	MEI Elevator Inspection	3,000	3,045	3,091	3,137	3,184	3,232	3,280	3,330	3,379
01	005	865	000	347	305	Physical Hazards	005	SMI Gym/Auditorium Inspection	3,700	3,756	3,812	3,869	3,927	3,986	4,046	4,106	4,168
01	005	865	000	347	401	Physical Hazards	005	Playground FIBAR	4,000	4,060	4,121	4,183	4,245	4,309	4,374	4,439	4,506
01	005	865	000	347	401	Physical Hazards	005	School Student Supplies	4,000	4,060	4,121	4,183	4,245	4,309	4,374	4,439	4,506
01	005	865	000	347	350	Physical Hazards	005	Other Misc. Phy. Hazard Costs	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632
01	005	865	000	349	305	Other Hazardous Materials	005	Lead Water Testing			4,000						4,000
01	005	865	000	349	305	Other Hazardous Materials	005	Radon Testing			4,500						4,500
01	005	865	000	349	305	Other Hazardous Materials	005	Annual Hazards Material Report	50	50	50	50	50	50	50	50	50
01	005	865	000	349	350	Other Hazardous Materials	005	Other Misc. Costs	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
01	005	865	000	352	305	Environmental Health & Safety Management	005	IEA Management Services (SCSC)	14,000	14,210	14,423	14,639	14,859	15,082	15,308	15,538	15,771
01	005	865	000	352	405	Environmental Health & Safety Management	005	SCSC Additional Services	10,000	10,150	10,302	10,457	10,614	10,773	10,934	11,098	11,265
01	005	865	000	352	305	Environmental Health & Safety Management	005	Health & Safety Public Notice	500	508	515	523	531	539	547	555	563
01	005	865	000	352	405	Environmental Health & Safety Management	005	Online SDS Management (Safe Schools)	1,199	1,217	1,235	1,254	1,273	1,292	1,311	1,331	1,351
01	005	865	000	352	405	Environmental Health & Safety Management	005	Dude Solutions Inc.	465	472	479	486	494	501	508	516	524
01	005	865	000	352	405	Environmental Health & Safety Management	005	MSDS Online	1,700	1,726	1,751	1,778	1,804	1,831	1,859	1,887	1,915
01	005	865	000	352	350	Environmental Health & Safety Management	005	Other Misc. Costs	2,885	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700
01	005	865	000	358	350	Asbestos Removal and Encapsulation >\$100,000 per Site	005	Various Asbestos Removal Costs	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800
01	005	865	000	358	366	Asbestos Removal and Encapsulation >\$100,000 per Site	005	Asbestos Training	330	330	330	330	330	330	330	330	330
01	100	865	000	363	305	Fire Safety	100	Elementary - Life Safety Systems Testing & Monitoring	5,400	5,481	5,563	5,647	5,731	5,817	5,905	5,993	6,083
01	101	865	000	363	305	Fire Safety	101	Hilltop - Life Safety Systems Testing & Monitoring	1,400	1,421	1,442	1,464	1,486	1,508	1,531	1,554	1,577
01	300	865	000	363	305	Fire Safety	300	MS/HS - Life Safety Systems Testing & Monitoring	8,000	8,120	8,242	8,365	8,491	8,618	8,748	8,879	9,012
01	005	865	000	363	350	Fire Safety	005	Other Misc. Costs	5,000	5,075	5,151	5,228	5,307	5,386	5,467	5,549	5,632
				366		Indoor Air Quality											
						<b>Total Health &amp; Safety Capital Projects</b>			75,429	75,254	84,780	77,321	78,378	79,450	80,539	90,144	82,765
				358	>\$100k	Asbestos Removal and Encapsulation >\$100,000 per Site											
				363	>\$100k	Fire Safety >\$100,000 per Site											
				366	>\$100k	Indoor Air Quality >\$100,000 per Site											
						<b>Total Health &amp; Safety Capital Projects &gt;\$100,000</b>			-	-	-	-	-	-	-	-	-
				367		Accessibility											
						<b>Total Accessibility</b>			-	-	-	-	-	-	-	-	-
Fd	Org	Pro	Crs	Fin	Obj												
01	005	865	000	368	350	Building Envelope	005	District Wide - Roof Improvements/Repairs			14,000						
01	300	865	000	368	350	Building Envelope	300	MS/HS - Expansion Joint Crack Sealing/Caulking			150,000						
01	300	865	000	368	350	Building Envelope	300	MS/HS - Seal Building Envelope to Minimize Air Leakage								59,000	
01	101	865	000	368	350	Building Envelope	101	Hilltop - Repair EFIS			190,000						
01	101	865	000	380	350	Mechanical Systems	101	Hilltop - Steam Trap Repair/Replace	2,200								
01	300	865	000	380	350	Mechanical Systems	300	MS/HS - Rooftop RTU6 HVAC		500,000							
01	005	865	000	381	350	Plumbing	005	Misc. Repairs	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
01	100	865	000	382	305	Professional Services and Salary	100	Daiken - Service Agreement	7,000	7,105	7,212	7,320	7,430	7,541	7,654	7,769	7,885
01	005	865	000	382	305	Professional Services and Salary	005	Master Library (Work Order/Inventory System)	1,500	1,523	1,545	1,569	1,592	1,616	1,640	1,665	1,690
01	101	865	000	383	350	Roof Systems	005	Roof Restoration - Hilltop		414,000							
01	300	865	000	383	350	Roof Systems	005	Roof Restoration - MSHS (Old Part Area)					1,000,000				1,100,000
01	005	865	000	383	305	Roof Systems	005	Roof Improvements - Infrared Scans		2,807							
01	005	865	000	383	350	Roof Systems	005	Roof Improvements - Preventative Maintenance		8,250							
01	300	865	000	384	350	Site Projects	300	MS/HS - Auditorium Lighting	100,000							10,000	
01	300	865	000	384	350	Site Projects	300	MS/HS - Track Shed Concrete Replacement	20,000							10,000	
01	300	865	000	384	350	Site Projects	300	MS/HS - Parking Lot Resurfacing	60,000							10,000	
01	300	865	000	384	350	Site Projects	300	MS/HS - Tennis Court Crack Sealing								10,000	
01	300	865	000	384	350	Site Projects	300	MS/HS - Resurfacing Football Field									
01	300	865	000	384	350	Site Projects	300	MS/HS - Track Resurfacing					50,000				
01	300	865	000	384	350	Site Projects	300	MS/HS - Tennis Court Resurfacing								55,000	
01	100	865	000	384	590	Site Projects	100	Elementary - Incidental Carryover	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
01	101	865	000	384	590	Site Projects	101	Hilltop - Incidental Carryover	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
01	300	865	000	384	590	Site Projects	300	MS/HS - Incidental Carryover	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
									223,700	966,685	395,757	41,888	1,092,022	42,157	82,294	156,434	1,142,575
						<b>Total Annual 10 Year Plan Expenditures</b>			299,129	1,041,939	480,537	119,209	1,170,399	121,607	162,833	246,577	1,225,340
						<b>Projected Revenue</b>			377,602	377,602	377,603	377,602	377,602	377,603	377,602	377,602	377,602
						<b>Projected LTFM Beginning Fund Balance</b>			62,100	140,573	(523,764)	(626,698)	(368,305)	(1,161,103)	(905,107)	(690,338)	(559,313)
						<b>Projected LTFM Ending Fund Balance</b>			140,573	(523,764)	(626,698)	(368,305)	(1,161,103)	(905,107)	(690,338)	(559,313)	(1,407,051)

 Division of School Finance 400 NE Stinson Blvd Minneapolis, MN 55413		Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only										ED - 02478-10		
Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2023, section 1238.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.														
<b>District Info.</b> District Name: <b>Le Sueur-Henderson Public Schools</b> District Number: <b>2397-01</b> District Contact Name: <b>Ky Battern, Business Manager</b> Contact Phone #: <b>507-665-4604</b>		<b>(REQUIRED) Enter Information</b> Date: <b>6/9/2025</b> Email: <b>kbattern@lisd2397.org</b>												
<b>Fiscal Year (FY) Ending June 30</b>														
<b>Expenditure Categories</b> Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.		2024 (base year)	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034		
<b>Finance Code</b> Category (1)														
347	Physical Hazards	\$13,938	\$10,056	\$19,700	\$19,996	\$20,295	\$20,600	\$20,909	\$21,222	\$21,541	\$21,864	\$22,192		
349	Other Hazardous Materials	\$25	\$10,224	\$2,050	\$2,050	\$10,550	\$2,050	\$2,050	\$2,050	\$2,050	\$10,550	\$2,050		
352	Environmental Health and Safety Management	\$13,766	\$16,546	\$30,749	\$29,982	\$30,406	\$30,837	\$31,274	\$31,717	\$32,166	\$32,625	\$33,089		
358	Asbestos Removal and Encapsulation	\$0	\$0	\$3,130	\$3,130	\$3,130	\$3,130	\$3,130	\$3,130	\$3,130	\$3,130	\$3,130		
363	Fire Safety	\$60,060	\$17,557	\$19,800	\$20,097	\$20,398	\$20,704	\$21,015	\$21,330	\$21,650	\$21,975	\$22,305		
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>Total Health and Safety Capital Projects</b>		\$87,789	\$54,382	\$75,429	\$75,254	\$84,780	\$77,321	\$78,778	\$79,450	\$80,539	\$90,144	\$82,765		
<b>Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year - Additional Revenue</b>														
<b>Finance Code</b> Category (2)														
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>Total Health and Safety Capital Projects \$100,000 or More</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151</b>														
<b>Finance Code</b> Category (3a)														
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>Total Remodeling for Approved Voluntary Pre-K Projects</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>Remodeling for Gender-Neutral Single-User Restrooms</b>														
<b>Finance/Source Codes</b> Finance Code: <b>384</b> and Course Code <b>684</b> MUST USE BOTH														
Category (3) (b) LTFM REVENUE EFFECTIVE FY 2025														
Remodeling for gender-neutral single user restroom per site.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>Total Remodeling for Gender-Neutral Single User Projects</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>Accessibility</b>														
<b>Finance Code</b> Category (4)														
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>Total Accessibility Projects</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>Deferred Capital Expenditures and Maintenance Projects</b>														
<b>Finance Code</b> Category (5)														
368	Building Envelope	\$0	\$0	\$0	\$0	\$354,000	\$0	\$0	\$0	\$0	\$0	\$59,000		
369	Building Hardware and Equipment	\$0	\$249	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
370	Electrical	\$310	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
379	Interior Surfaces	\$0	\$5,932	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
380	Mechanical Systems	\$84,236	\$40,959	\$2,200	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
381	Plumbing	\$97,348	\$3,104	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000		
382	Professional Services and Salary	\$69,935	\$42,560	\$8,500	\$8,628	\$8,757	\$8,888	\$9,022	\$9,157	\$9,294	\$9,434	\$9,575		
383	Roof Systems	\$0	\$0	\$0	\$425,057	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$1,100,000		
384	Site Projects	\$25,662	\$1,231	\$310,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000		
<b>Total Deferred Capital Expense and Maintenance</b>		\$277,490	\$94,036	\$223,700	\$966,685	\$395,757	\$41,888	\$1,092,022	\$42,157	\$82,294	\$156,434	\$1,142,575		
<b>Total Annual 10-Year Plan Expenditures</b>		\$365,279	\$148,418	\$299,129	\$1,041,939	\$480,537	\$119,209	\$1,170,399	\$121,607	\$162,833	\$246,577	\$1,225,340		
<b>Fund Balance Section</b>														
<b>Fund 01</b>														
Beginning Fund Balance 01-467-XX		\$60,915	\$62,100	\$62,100	\$140,573	-\$523,764	-\$626,698	-\$368,305	-\$1,161,103	-\$905,107	-\$690,338	-\$559,313		
LTFM Fiscal Year Revenue - Levy		\$274,693	\$292,728	\$309,228	\$313,234	\$312,708	\$320,154	\$320,148	\$320,157	\$320,159	\$320,156	\$320,150		
LTFM Fiscal Year Revenue - AID if Applicable		\$91,771	\$87,234	\$68,374	\$64,368	\$64,895	\$57,448	\$57,454	\$57,446	\$57,443	\$57,446	\$57,452		
LTFM Fiscal Year Revenue Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
LTFM Transfer OUT if applicable - Special Legislation		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
LTFM Estimated Fiscal Year Expenditures		\$365,279	\$148,418	\$299,129	\$1,041,939	\$480,537	\$119,209	\$1,170,399	\$121,607	\$162,833	\$246,577	\$1,225,340		
<b>Ending Fiscal Year Fund Balance 01-467-XX</b>		\$62,100	\$293,644	\$140,573	-\$523,764	-\$626,698	-\$368,305	-\$1,161,103	-\$905,107	-\$690,338	-\$559,313	-\$1,407,051		
<b>Fund 06</b>														
Beginning Fund Balance 06-467-XX		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
LTFM Fiscal Year Bonded Revenue		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
LTFM Fiscal Year Revenue Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Other Transfers		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
LTFM Estimated Fiscal Year Expenditures		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
<b>Ending Fiscal Year Fund Balance 06-467-XX</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
End of worksheet														







**MEMBERSHIP AGREEMENT AND BYLAWS  
OF THE  
BETTER HEALTH COLLECTIVE**

Effective: July 1, 2022

**INTRODUCTION**

This combined Membership Agreement and Bylaws (“Agreement”) is made by and between The Better Health Collective and the entities listed in Appendix A (“Participating Members” or “Members”) to establish and govern the operations of the Better Health Collective Employee Health Benefits Pool (the “Pool”).

**WHEREAS**, Minnesota Statutes, § 471.59, provides that two (2) or more governmental units may, by agreement, jointly or cooperatively exercise any power common to them; and

**WHEREAS**, the Participating Members are governmental units for purposes of Minnesota Statutes, § 471.59; and

**WHEREAS**, Minnesota Statutes, § 471.617, provides that certain governmental entities which together employ more than one hundred (100) employees may jointly self-insure employee health benefits; and

**WHEREAS**, together the Participating Members employ more than one hundred (100) employees; and

**WHEREAS**, the Participating Members have jointly established in full force and effect certain self-insurance arrangements to provide certain employee health benefits, and those arrangements constitute a self-insurance pool under Minnesota law, including Minnesota Statutes, § 471.617, and Minnesota Rules, Chapter 2785; and

**WHEREAS**, the Participating Members may, in the future, wish to jointly provide other employee benefits, permitted under applicable law, to their employees; and

**WHEREAS**, the Participating Members authorize the Board of Trustees to act as a joint board for the purpose of exercising certain powers as set forth in this combined Membership Agreement and Bylaws.

**NOW, THEREFORE**, each Participating Member in exchange for the mutual covenants, promises, and obligations contained herein, promises and agrees as follows:

**ARTICLE I. NAME, PURPOSE, AND AUTHORITY**

1.1 Name. The name of the Pool created herein is Better Health Collective.

1.2 Purpose. The purpose of the Pool is to provide health benefits and related services to eligible Employees, Former Employees, and Dependents of Participating Members.

1.3 Authority.

1.3.1 Sourcewell. Sourcewell is a statutory service cooperative authorized pursuant to Minnesota Statutes, § 123A.21, subdivision 7(a)(19) and § 471.617, subdivisions 1-2, to

create and operate a joint self-insurance pool for the purposes of providing employee health benefits to statutory and home rule charter cities, counties, school districts, and instrumentalities thereof that wish to jointly self-insure for such benefits. Sourcewell is the Sponsoring Association of the Pool, and it also qualifies as a Participating Member.

- 1.3.2 Participating Members. Participating Members are Sourcewell, statutory or home rule charter cities, counties, school districts, or instrumentalities thereof that wish to jointly self-insure for employee health benefits pursuant to Minnesota Statutes, § 471.617, subdivision 2.
- 1.3.3 Joint Powers Act. The governing bodies of Sourcewell (as the Sponsoring Association) and each Participating Member have entered this Agreement pursuant to the Minnesota Joint Powers Act, set forth at Minnesota Statutes, § 471.59, subdivision 1, to govern the formation, operation, and dissolution of the Pool.
- 1.4 Prior Agreements. This Membership Agreement and Bylaws shall supersede and terminate any prior agreement(s) or bylaws regarding Better Health Collective and its predecessor, the Sourcewell Risk Management Pool.

## **ARTICLE II. DEFINITIONS**

- 2.1 Board of Trustees. “Board of Trustees,” “Board,” or “Trustees” mean the governing body of the Pool.
- 2.2 Bylaws. “Bylaws” mean the elements of this combined Membership Agreement and Bylaws, and any amendments thereto, which prescribe the purpose, governance, and administration of the Pool. References to “Membership Agreement” or “Agreement” include the Bylaws.
- 2.3 Commissioner. “Commissioner” means the Minnesota Commissioner of Commerce.
- 2.4 Covered Person. “Covered Person” means an individual enrolled for Coverage under the Plan.
- 2.5 Coverage. “Coverage” means the right of a Covered Person to benefits provided by the Pool, by virtue of the Coverage Document(s).
- 2.6 Coverage Document(s). “Coverage Document(s)” mean the document(s) specifying the characteristics and duration of Coverage provided through the Pool. Characteristics of Coverage include the kind of loss or benefit the Pool will reimburse, subject to specific exclusions, limitations, or deductibles.
- 2.7 Days. “Days” means calendar days.
- 2.8 Dependent. “Dependent” means the legal spouse or child under age 26 of an Employee or Former Employee of a Participating Member.
- 2.9 Employee. “Employee” means a current employee of a Participating Member who is eligible for participation in the Plan.

- 2.10 Employee Health Benefits Pool. “Employee Health Benefits Pool” means a self-insurance pool that covers employee health benefits, disability benefits, or both.
- 2.11 Financial Administrator. “Financial Administrator” means an entity engaged by the Board of Trustees to invest the Pool’s assets and provide other financial or accounting services.
- 2.12 Former Employee. “Former Employee” means an individual previously employed by a Participating Member who is eligible for continuing participation in the Plan.
- 2.13 Membership Agreement. “Membership Agreement” or “Agreement” means this combined Agreement and Bylaws, and any amendments hereto, which prescribe the purpose, government, and administration of the Pool. References to “Bylaws” include this Membership Agreement.
- 2.14 Participating Member. “Participating Member” or “Member” means any Minnesota Political Subdivision that satisfies the Pool’s membership requirements and has been approved by the Board of Trustees for participation in the Pool. The Pool’s membership is limited to qualified Political Subdivisions. For the avoidance of doubt, the Pool shall not operate as a public/private pool, and shall not offer membership to any private entity.
- 2.15 Plan. “Plan” means any Plan maintained by the Board of Trustees and authorized by Minnesota law to provide employee health benefits to eligible Employees, Former Employees, and Dependents of Participating Members.
- 2.16 Policy Year. “Policy Year” means a 12-month period of employee health benefits coverage under a Plan offered by the Pool to a Participating Member.
- 2.17 Political Subdivision. “Political Subdivision” means a statutory or home rule charter city, county, school district, or instrumentality thereof, and includes any service cooperative that establishes or operates a self-insured employee health benefits pool.
- 2.18 Pool. “Pool” refers to Better Health Collective and means a self-insurance fund or agreement for the reciprocal assumption of risk established by or amongst two or more Political Subdivisions for coverage of their respective risks.
- 2.19 Premium. “Premium” means the amount paid or to be paid by Participating Members for Coverage. “Premium” does not include assessments or penalties.
- 2.20 Reserve. “Reserve” mean amounts established as pool liabilities for all incurred losses, both reported and unreported, and for unearned Premiums, which are maintained pursuant standards established by the Board of Trustees in compliance with applicable Minnesota statutes and rules.
- 2.21 Runoff Pool. “Runoff Pool” means a pool that no longer has authority to self-insure, but that continues to exist for the purpose of paying claims, preparing reports, and administering transactions associated with the period in which the Pool provided Coverage.
- 2.22 Self-insure. “Self-insure” means to assume primary liability or responsibility for certain risks or benefits rather than transferring liability or responsibility to some other entity.

- 2.23 Service Company. “Service Company” means an entity engaged by the Board of Trustees to provide services related to the day-to-day operation of the Pool that are not already reserved for the Board, individual Trustees, Participating Members, the Financial Administrator, or another service provider.
- 2.24 Sponsoring Association. “Sponsoring Association” refers to Sourcewell and means a statewide nonprofit organization of Political Subdivisions that sponsors or organizes a pool, and which has as its primary purpose providing services to Minnesota Political Subdivisions that are not related to insurance or self-insurance.
- 2.25 Surplus. “Surplus” means the amount by which the Pool’s assets exceed its liabilities and includes paid-in capital and retained earnings.
- 2.26 Trustee. “Trustee” means an individual selected pursuant to Article III to serve on the Board of Trustees and act on behalf of Participating Members.

### **ARTICLE III. BOARD OF TRUSTEES**

- 3.1 Powers, Duties, and Responsibilities. The Board of Trustees shall be responsible for the operations and financial integrity of the Pool.
- 3.1.1 Authority to Delegate. The Board is responsible for operation of the Pool. The Board may delegate some or all of its responsibilities to the Chairperson or other Trustees between Board meetings. All responsibilities of the Pool not expressly delegated by the Board to the Sponsoring Association, to a Participating Member, to a Service Company, to a Financial Administrator, or other contractors, as authorized by Minnesota Rules, Part 2785.0800, are the responsibility of the Board.
- 3.1.2 Responsibilities. The Board of Trustees shall, at a minimum, have the following responsibilities:
- (a) Fiduciary responsibility for the Pool’s operations and financial condition, including but not limited to the review and approval of annual budgets and financial statements;
  - (b) Selection, supervision, and evaluation of the Service Company, Financial Administrator, auditor, insurer, and other service providers;
  - (c) On the basis of the Pool’s overall financial condition, authorizing changes in practices related to premiums, reserve, or investment practices; and declaring assessments or dividends, as appropriate;
  - (d) Approving all reports to the Commissioner regarding Pool operations and status;
  - (e) Monitoring for delinquent premiums, loss experience, and the financial condition of members and authorizing disciplinary action or expulsion, as appropriate;
  - (f) Authorizing acceptance or rejection of applications for membership in the Pool;

- (g) Developing and adopting Board policies as needed to ensure the day-to-day operations of the Pool are conducted in a compliant and transparent manner;
- (h) Making or recommending changes to this Membership Agreement and Bylaws for the improvement of the Pool's operation and financial integrity;
- (i) Monitoring the Pool's compliance with all applicable statutes and rules; and
- (j) Such other activities necessary to carry out the purposes of this Agreement.

3.2 **Board Structure.** Pool operations shall be managed by a Board of Trustees consisting of seven (7) voting members, who shall include three (3) members representing Sourcewell as the Sponsoring Association. The remaining four (4) members of the Board of Trustees shall consist of one (1) elected official representing Participating Members that are local school districts; one (1) elected official representing Participating Members that are cities, counties, or other governmental units (CCOGA); at least one (1) staff person representing Participating Members that are local school districts or CCOGA; and one (1) at-large representative of Participating Members, who may be either an elected official or a staff person.

3.2.1 **Selection of Trustees.**

- (a) Sourcewell shall appoint three (3) Trustees from its Board of Directors or staff. Sourcewell shall present its appointments to the Board of Trustees at least 30 days before the expiration of its Trustee's term or within a reasonable time after a Trustee appointed by Sourcewell resigns, is removed or disqualified as outlined below, or otherwise needs to be replaced.
- (b) The remaining four (4) Trustees shall be appointed by the Labor Management Committee. The Labor Management Committee shall present its appointments to the Board of Trustees at least 30 days before the expiration of its Trustee's term or within a reasonable time after a Trustee appointed by the Labor Management Committee resigns, is removed or disqualified as outlined below, or otherwise needs to be replaced.

3.2.2 **Term.** Each Trustee may serve for a term of four (4) years and may be re-appointed for one (1) additional Term.

3.2.3 **Resignation.** Any member of the Board of Trustees may resign at any time upon written notice to the Board of Trustees or its Chairperson. Such resignation shall take effect on the later of the date specified in the notice or the date notice is received by the Board or the Chairperson.

3.2.4 **Disqualification.** A Trustee shall be disqualified from service if they no longer serve as an elected official for a Participating Member or as otherwise required by applicable Minnesota law or rule. A Trustee shall also be disqualified based on the unanimous vote of the Board of Trustees in the event a Trustee fails to fulfil his or her obligations as a Trustee or engages in conduct that calls into question a Trustee's honesty, integrity or suitability to serve as a Trustee.

- 3.2.5 Appointment of Successor Trustees. In the event of a Trustee's disqualification or resignation, a successor Trustee shall be appointed in accordance with section 3.2.1 to fulfill the resigning or disqualified Trustee's remaining term. Any person appointed as a Successor Trustee may be re-appointed for one (1) additional Term.
- 3.3 Meetings. The Board of Trustees shall meet no fewer than four (4) times each calendar year. The time, date, and location of regular meetings shall be determined by the Board.
- 3.3.1 Organizational Meeting. An Organizational Meeting of the Board of Trustees shall be held in March of each year, at which time the Board shall elect a Chairperson and appoint the members of the permanent committees as outlined below.
- 3.3.2 Annual Meeting. An Annual Meeting of the Board of Trustees and Participating Members shall be held for the purpose of reviewing the affairs of the Pool and its financials.
- 3.3.3 Special Meetings. Special meetings of the Board may be called by the Chairperson or any five (5) Trustees.
- 3.3.4 Quorum. A quorum at any meeting of the Board of Trustees shall consist of a majority of the elected Board of Trustees.
- 3.3.5 Voting. Unless otherwise provided herein, all decisions of the Trustees shall be made by majority vote of the Trustees present at the meeting at which such vote is taken. A quorum is required for any actions to be taken by the Trustees.
- 3.3.6 Minutes. Minutes of all regular, special, and emergency meetings of the Board of Trustees shall be sent to each Trustee within a reasonable time after the meeting.
- 3.3.7 Open Meetings Law. All meetings of the Board of Trustees shall be conducted in compliance with the Minnesota Open Meetings Law at Minnesota Statutes, Chapter 13D.
- 3.4 Committees. At the Organizational Meeting of the Board of Trustees, the Chair of the Board shall name the members of the permanent committees, as follows:
- 3.4.1 Labor Management Committee. The Labor Management Committee, as required pursuant to Minnesota Statutes, § 123A.25, shall consist of at least one (1) administrator and one (1) union member representing Participating Members that are local school districts; one (1) administrator and one (1) union member representing Participating Members that are CCOGA; one (1) member representing Former Employees of Participating Members; and one (1) school district and one (1) CCOGA member at large, who can be either an administrator or a union member. Two (2) members of the Board of Trustees shall serve as ex Officio, non-voting members of the Labor Management Committee, with one (1) Trustee representing the Sponsoring Association and one (1) representing Participating Members that are not the Sponsoring Association. The Labor Management Committee shall be tasked to perform the following functions and any other duties delegated to it by this Agreement or resolution of the Board of Trustees:
- (a) Make recommendations regarding management matters related to Coverage;

- (b) Assist in the preparation of the Annual Budget;
- (c) Make recommendations regarding requests for expenses in excess of budget;
- (d) Review quarterly and annual financial reports; and
- (e) Review all applications for membership in the Pool and make a recommendation to the Board of Trustees.

3.4.2 Other Committees. The Board may designate other advisory or ad hoc committees and delegate authority to them in accordance with this Agreement and applicable Minnesota statutes and rules. The Board shall consider, but is not required to adopt, committee recommendations and proposals.

#### **ARTICLE IV. MEMBERSHIP**

4.1 Powers, Duties, and Responsibilities. Each Participating Member shall fulfill the duties and responsibilities as outlined herein. At the discretion of the Board of Trustees, failure by a Participating Member to fulfill its duties and obligations may constitute the basis for expulsion pursuant to Section 4.7.2 herein. These duties and responsibilities include, but are not limited to:

4.1.1 Compliance. The duty to fully comply with this Agreement, as written or amended; any delegation of authority from the Board of Trustees; Board policies and procedures; and applicable Minnesota statutes and rules.

4.1.2 Financial Obligations. The duty to pay to the Pool all Premiums, assessments, and other required contributions within the expected timeline and in the appropriate amounts.

4.1.3 Participation. The duty to actively participate in Annual Meetings and other Pool-related matters as requested or required by this Agreement or the Board of Trustees, and to promptly act on matters requiring resolution of the Member's governing body.

4.1.4 Cooperation. The duty to fully cooperate with the Board of Trustees, the Pool's Service Company and Financial Administrator, and any other service provider engaged by the Board.

4.1.5 Communication. The duty to notify Covered Persons within thirty (30) days if the Participating Member withdraws or is expelled from the Pool and any other circumstance in which the Member is obligated to provide notice to Covered Person.

4.2 Contractual Obligations.

4.2.1 Continuing Duties and Responsibilities. The duties and responsibilities of Participating Members, including the duty to comply with this Agreement, shall continue throughout the Member's participation in the Pool and thereafter as required herein.

4.2.2 Enforcement. This Agreement may be enforced in law or equity by the Board of Trustees or any Participating Member.

4.2.3 Consideration. Consideration for the duties and responsibilities imposed upon Participating Members is based upon the mutual promises and agreements set forth herein and the advantages each Member gains through participation in the Pool.

4.2.4 Liability. This Agreement does not constitute consent to liability for any claim against another Participating Member. Nor does it create a partnership, surety, indemnification, or liability for the general debts or claims against another Member.

4.3 Health Coverage Comparison Shopping and Collective Bargaining.

4.3.1 Member Obligations. The Board of Trustees is not capable or authorized to act on behalf of Participating Members with respect to their collective bargaining obligations. Specifically, but without limitation:

- (a) Each Participating Member is solely responsible for meeting the collective bargaining limitations provided in Minnesota Statutes, § 471.6161, subdivision 5, which require that the aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of employees of an appropriate bargaining unit agree to a reduction in benefits;
- (b) Each Participating Member shall be solely responsible for meeting the requirements specific to school districts pursuant to Minnesota Statutes, § 471.6161, subdivision 8, if applicable; and
- (c) Each Participating Member shall be solely responsible for complying with the notice and other requirements regarding the adoption or dissolution of a self-insured employee benefit plan as set forth in Minnesota Statutes, § 471.617, subdivision 4.

4.3.2 Pool Obligations. Pursuant to Minnesota Statutes, §§ 471.617, subdivision 5 and 123A.21, subdivisions 7(c) and 12:

- (a) The Pool shall rebid contracts for third party administration at least every four (4) years and otherwise comply with applicable Minnesota statutes and rules with respect to establishing Premiums related to employee health benefits; and
- (b) The Board of shall not impose a fine or other penalty against a school district or other Political Subdivision that solicits bids and other information from competing sources of employee health benefits, provided such action does not occur within five (5) months prior to the end of the Participating Member's Policy Year. However, the Board may prohibit any school district or other Political Subdivision that solicits such a bid from participating in the Pool for up to one (1) year if the entity leaves the Pool to obtain other Coverage.
- (c) Notwithstanding Minnesota Statutes, § 13.203, the Pool shall provide each Participating Member with the Participating Member's monthly claims data. All such data will be de-identified and shall not include identifying information as defined pursuant to Minnesota Statutes, § 144.291, subdivision 2(d). No

Participating Member or its employee or agent shall disclose any information about individual claims or total claims of an individual without the consent of the individual, except that the information may be disclosed to officers, employees, or agents of the Participating Member to the extent necessary to enable them to perform their duties in administering the health benefit program.

- 4.4 Eligibility and Application. Any Minnesota Political Subdivision may apply to enter the Pool by submitting a Request for Proposal (RFP) or application form and documentation establishing the prospective member's ability to meet the Pool's underwriting standards and any other nondiscriminatory membership criteria adopted by the Board of Trustees. All Coverage offered by the Pool shall be available to all Participating Members and to all eligible Employees, Former Employees, and Dependents according to the same underwriting standards. However, the Board shall not be required to accept prospective members that do not meet the Pool's underwriting standards.
- 4.5 Approval and Admission of New Members. Upon review and approval of the documentation outlined in Section 4.4 herein, the Board of Trustees shall adopt a resolution approving a prospective member's participation in the Pool and directing the Board Secretary to add the new Member to the list of Participating Members in Appendix A<sup>1</sup> upon receipt of:
- 4.5.1 Membership Agreement and Bylaws. An executed copy of this Agreement; and
- 4.5.2 Board Resolution. A resolution from the governing body of the prospective member outlining the prospective member's commitment to:
- (a) Fully comply with this Agreement; Minnesota Rules, Parts 2785.0010 to 2785.1600, including joint and several liability; and other applicable Minnesota statutes and rules; and
- (b) Participate in the Pool for a minimum of one (1) Policy Year. This initial commitment shall automatically renew for subsequent one-year terms unless the Participating Member provides notice of voluntary withdrawal pursuant to Section 4.7.
- 4.6 Effective Date. The effective date for membership shall be January 1 or July 1, whichever is closest to the date the Participating Member meets the requirements outlined herein. The Board of Trustees may permit entry into the Pool at other times and may impose restrictions and limitations with respect to such entry.
- 4.7 Leaving the Pool.
- 4.7.1 Voluntary Withdrawal. A Participating Member may withdraw from the Pool without penalty by providing notice to the Board of Trustees at least five (5) months before the end of the Participating Member's Policy Year subject to the following:

---

<sup>1</sup> Appendix A may be modified at any time to pursuant to this Agreement and Bylaws. Such modifications do not constitute an amendment to this Agreement and do not otherwise modify the terms and conditions herein.

- (a) Withdrawal is prohibited if the Participating Member has not participated in the Pool continuously for a minimum of one (1) complete Policy Year or if there are outstanding Premiums or assessments owed by the Member.
- (b) The Board shall notify the Commissioner under any circumstances in which the Member's withdrawal may cause the Pool to be in violation of the minimum annual Premium requirement as outlined in Section 8.2.2 herein or would otherwise compromise the Pool's financial integrity.
- (c) Withdrawal is generally irrevocable upon receipt of the notice by the Board of Trustees. However, the Board may reject the notice if the Member's withdrawal is contrary to applicable law or revoke it at the request of the Member.
- (c) The Pool shall pay eligible claims incurred by Covered Persons prior to the effective date of withdrawal ("Run Out Claims") provided such claims are presented to the Pool, or its designee, within 180 days after the effective date of the withdrawal. The withdrawing Member shall be responsible for any claims incurred after the effective date of the withdrawal and any Run Out Claims submitted to the Pool after the 180-day period ends.

4.7.2 Expulsion. No less than annually, the Board of Trustees shall review each Participating Member's status and experience to determine whether they meet any criteria for expulsion. Expulsion is subject to the requirements for voluntary withdrawal above except that a Member may be expelled with outstanding Premiums or assessments owing and regardless of whether the minimum membership commitment has been satisfied, if applicable. Criteria for expulsion include:

- (a) Failure to remit any Premium, assessment, or penalty in the amount required by the date due;
- (b) Failure to comply with this Agreement and Bylaws, a delegation of authority from the Board, Board policies and procedures, or applicable laws and rules;
- (c) Failure to perform other assigned obligations with respect to the Pool or any Plan;
- (d) Failure to satisfy the standards of financial integrity adopted by the Board; or
- (e) Other action or failure to act which the Board of Trustees determines to be detrimental to the interests of the Pool or any Plan.

4.7.3 Member Interest in Surplus Following Withdrawal or Expulsion. A Member that withdraws or is expelled from the Pool has no right to a share of the Pool's Surplus.

#### **ARTICLE V. ADOPTION AND AMENDMENT OF BYLAWS**

5.1 Adoption. This combined Membership Agreement and Bylaws is intended to describe the purpose, governance, and operations of the Pool, and to satisfy applicable Minnesota statutes and rules. The Agreement shall be adopted, in writing, by resolution of the governing bodies of each of the Pool's Participating Members.

5.2 Amendment. The Board of Trustees shall have the authority to amend or restate this Agreement and Bylaws at any time, provided such action is taken by resolution at a duly noticed meeting of the Board with an agenda that specifically includes the amendment or restatement as an item of business. The Board of Trustees shall solicit the advice and counsel of the Labor Management Committee in considering any material amendment to this Agreement. The Chairperson shall file any changes to this Agreement with the Commissioner within thirty (30) days after adoption.

## **ARTICLE VI. SERVICE COMPANY**

6.1 Powers, Duties, and Responsibilities. The Board of Trustees shall engage a Service Company to perform services necessary to the Pool's day-to-day operations and the administration of Coverage, except those services and responsibilities reserved to Sourcewell, other Participating Members, the Board, individual Trustees, the Financial Administrator, the accountant, or other service providers. Such services may include but are not limited to: account and record keeping; billing and collection of Premiums and assessments; claims investigation, settlement, and reserving; claims payment, including those subject to stop-loss insurance or member deductibles; general administration; loss control; and underwriting.

6.2 Selection.

6.2.1 Qualifications. The Board shall select a Service Company licensed by the Commissioner as a self-insurance plan administrator, an insurance company authorized to transact insurance in Minnesota, or a service plan corporation.

6.2.2 Procedures.

- (a) The Board may issue a request for proposal (RFP) with respect to a need for a Service Company at any time, but at least every four (4) years.
- (b) The Board shall evaluate responses to the RFP in accordance with applicable law, and criteria adopted by the Board and select a Service Company qualified to provide the required services. Notwithstanding the above, the Board may negotiate with any entity that responds to the RFP or disregard the responses altogether.
- (c) In evaluating a Service Company, the Board shall verify the entity's licensures and consider its experience in delivering service required. The Board shall also ensure there are no potential conflicts of interest between the entity and the Pool.

6.3 Compensation and Agreement. The Board shall negotiate with the Service Company with respect to compensation and other necessary terms, which shall be documented in a contract approved by the Board and executed by the Chairperson and the Service Company.

6.4 Annual Review. The Board shall conduct an annual review of the Service Company's performance and take necessary action if the entity is not performing as expected or required pursuant to the Boards contract with the Service Company.

## **ARTICLE VII. FINANCIAL ADMINISTRATOR**

- 7.1 Powers, Duties, and Responsibilities. The Board of Trustees shall engage a Financial Administrator to invest the Pool's assets and provide other necessary financial or accounting services. Certain duties relating to financial administration of the Pool may also be delegated to Sourcewell or another Participating Member. Investment of the Pool's assets shall be subject to Minnesota Statutes, § 118A.04, with regard to the permitted types of investments, maturities, and depositories. Pool assets shall not be invested in securities or debts of a Participating Member or any entity under contract with the Pool.
- 7.2 Selection. The Board shall engage a Financial Administrator that employs persons trained and experienced in money management and investments and possess no less than five (5) years' experience as an organization in these specialties with demonstrated competence. The Board may not engage a Financial Administrator that employs an owner, officer, employee, or agent of the Service Company or any subcontractor of the Service Company.
- 7.3 Compensation. The Board shall negotiate with the Financial Administrator with respect to compensation and other necessary terms, which shall be documented in a contract approved by the Board and executed by the Chairperson and the Financial Administrator.
- 7.4 Annual Review. The Board shall conduct an annual review of the Financial Administrator's performance and take necessary action if the entity is not performing as expected or required pursuant to the Boards contract with the Financial Administrator.

#### **ARTICLE VIII. COVERAGE, PLAN PARTICIPATION, AND PREMIUMS**

- 8.1 Coverage. As an Employee Health Benefits Pool, the Pool shall provide only employee health benefits, disability benefits, or both, as those terms are defined herein.
- 8.1.1 Changes in Coverage. The Board of Trustees may, from time to time, amend or terminate an existing Plan, or adopt a new Plan.
- 8.1.2 Notice of Changes in Coverage. Participating Members shall be solely responsible for notifying their Employees, Former Employees, and Dependents of changes to any Plan(s) offered by the Pool. In addition, each Participating Member shall be solely responsible for meeting obligations related to collective bargaining of benefits pursuant to Section 4.3.
- 8.1.3 Coverage Administration and Related Requirements. The Pool is subject to the state statutes and rules applicable to insurance companies that provide insurance similar to the coverage offered by the Pool. Such requirements include, but are not limited to, Minnesota Statutes, Chapters 60A, 62A, 62E, 65A, 65B, 70A, 72A, and 72C, 79, and 176, and rules adopted under these chapters concerning:
- (a) Filing and requesting approval for coverage documents;
  - (b) Coverage document content and language;
  - (c) Mandated benefits, including coverage conversion and continuation;
  - (d) Coverage administration, including notices to Covered Persons;

- (e) Claims administration; and
- (f) Other practices affecting coverage.

8.1.4 Uniform Underwriting. All Coverages offered by the Pool shall be available according to the same underwriting standards to all Participating Members and, if applicable, to all Member's Employees, Former Employees, and Dependents.

8.1.5 Continuing Responsibility. Notwithstanding cancellation or termination of Coverage to a specific Participating Member, ceasing to offer a particular Coverage or ending or revocation of the Pools authority to self-insure, the Pool retains indefinitely all responsibilities to Members and other Covered Persons associated with the period while Coverage was in force. This responsibility ceases only after the Pool dissolves pursuant Section 12.4 herein.

## 8.2 Premiums.

8.2.1 Schedule. Participating Members shall pay Premiums owed on a monthly basis with payments due in the month before the Premium is earned. The Board of Directors shall promptly take action to collect past due Premiums. Collection costs shall be the sole responsibility of the delinquent Member.

8.2.2 Minimum Annual Premium. The Pool shall maintain an annual premium volume in accordance with applicable statutory requirements. The Pool shall monitor its premium volume to ensure it is meeting statutory requirements, or other premium volume amount approved by the Commissioner, and shall comply with any and all requirements to notify the Commissioner regarding its premium volume.

8.2.3 New Pool Deposit Premium. The Pool shall maintain an initial deposit premium for its first year of operations in an amount that complies with applicable statutory requirements or pursuant to an arrangement approved by the Commissioner.

8.2.4 Premium Changes. The Board of Directors shall conduct an annual review, based on sound actuarial principals, of Premiums to determine whether a rate adjustment is required for any Participating Member(s) or Plan(s). Premium changes shall be approved by the Board and disclosed to Participating Members at least sixty (60) days prior to the effective date of the change. Participating Members shall be solely responsible for notifying Covered Persons and appropriate union representatives of such changes.

8.3 Former Employees. Participating Members shall be responsible for determining who, if any, of their Former Employees remain eligible for Employee Health Benefits. If the Member withdraws or is expelled from the Pool, its Former Employees shall no longer be eligible for Coverage.

## **ARTICLE IX. FINANCIAL INTEGRITY**

9.1 Standards of Financial Integrity. The Board of Trustees shall establish written standards of financial integrity for the Pool. These standards shall comply with applicable Minnesota law and rule, including, but not be limited to, the following:

9.1.1 Pool Assets. The Pool's assets:

- (a) Shall not be commingled with the assets of any Participating Member;
- (b) Shall not be loaned to anyone for any purpose or used as security for a loan, except as permitted for investments;
- (c) Shall be employed solely for the purposes stated in this Membership Agreement and Bylaws, and applicable Minnesota law and rule; and
- (d) Shall not be considered the property or right of any Participating Member or Covered Person, except for benefits under the Coverage Documents, for declared dividends or distributions, if any, or for its portion of assets remaining after the Pool's dissolution.

9.1.2 Sources of Funds.

- (a) Except for stop-loss coverage as described below, the Board shall not borrow money, issue debt instruments, or obtain funds through subrogation.
- (b) The Board may receive funds only from:
  - i. Legal action to collect delinquent debts;
  - ii. Participating Members or jointly and severally liable past Members, as applicable, as Premiums, assessments, and penalties;
  - iii. Its insurers and indemnitors pursuant to applicable agreements;
  - iv. Dividends, interest, or proceeds from the sale of investments;
  - v. Refunds of excess payments;
  - vi. Coordination of benefits with other insurance programs; and
  - vii. Collection of money owed to the Pool.

9.1.3 Use of Pool Assets. The Board of Trustees shall expend funds for payment of losses, expenses, and for other costs customarily borne by insurers under conventional insurance policies in Minnesota, and for any other purpose permitted or provided by applicable law.

9.1.4 Reserves. The Board of Trustees shall establish Reserves for all incurred losses, both reported and unreported, and for unearned Premiums. To the extent the amount of loss is uncertain, the reserve shall be set conservatively. As the degree of uncertainty is changed by new events or information, the amount of the reserve shall be modified accordingly. Accounting for Reserves shall be as required by the financial statement forms and instructions under Minnesota Rules, Part 2785.1600, subpart 2.

9.1.5 Fidelity Bond. All individuals who handle, or who have authority to gain access to, Pool funds, including Trustees, shall be covered by a fidelity bond or policy of insurance

coverage approved by the Commissioner covering losses from dishonesty, robbery, forgery or alteration, misplacement, or mysterious or unexplainable disappearance. The amount of coverage for each occurrence shall be \$300,000 or more. The Pool shall purchase a fidelity bond or policy of insurance coverage approved by the Commissioner covering the required service providers and individuals or submit to the Commissioner separate proof of coverage for all required service providers and individuals not covered under the Pool's bond or applicable insurance coverage.

9.1.6 Separate Accounts. The Board of Trustees may, but shall not be required to, establish separate accounts for the payment of claims or certain types of expenses. The accounts shall be used only by the Service Company, its authorized subcontractors, or the Financial Administrator, as appropriate to the account's purpose. The amount in these separate accounts shall not exceed an amount reasonably sufficient to pay the claims or expenses for which the account is established. All monetary and investment assets not in such accounts shall be under the control of the Pool's Financial Administrator.

9.1.7 Maintenance of Sound Financial Condition. The Board of Trustees shall regularly monitor the Pool's revenues, expenses, and loss development, and evaluate its current and expected financial condition.

(a) If necessary, the Board shall attempt, in good faith, to maintain or restore the Pool's sound financial condition, using any means at its disposal, including, but not limited to, adjusting premium rates, underwriting standards, dividend rates, expulsion standards, and other powers granted by applicable Minnesota law or rules and this Agreement and Bylaws.

(b) If the Board's actions are inadequate to maintain or restore the Pool's financial condition, the Commissioner shall, as appropriate, order an increase in premium rates, revoke the Pool's self-insurance authority pursuant to Section 12.3.2 herein, or order that an assessment be levied against Participating Members under Section 9.5 herein.

## 9.2 Reporting.

9.2.1 Financial Statements. The Board of Trustees shall prepare annual financial statements containing a statement of net position; statement of revenues, expenses, and changes in net position; and a statement of cash flows. Such statements:

(a) Shall be filed with the Commissioner no later than 60 days after the end of the Pool's Fund Year; and

(b) Shall be audited by an independent certified public accountant, who shall submit a report to the Commissioner within 180 days of the end of the Pool's Fund Year.

(c) Every second annual financial statement shall be accompanied by a statement from a qualified actuary concerning the statement of net position items that are based on actuarial assumptions and methods. The form of the actuary's statement and the scope of their review shall comply with the Commissioner's instructions.

- (d) The Pool shall file quarterly reports with the Commissioner, in the event the Commissioner requires quarterly reporting to ensure the Pool's financial integrity.

9.2.2 Annual Status Report. No later than 60 days after the end of the Pool's Fund Year, the Board of Trustees shall file with the Commissioner a statement describing any changes that have occurred in the information filed with its initial application for authority to self-insure or its most recent status report.

9.3 Joint and Several Liability.

9.3.1 Pool Liabilities and Expenses. Pursuant to Minnesota Rules, Part 2785.1400, subpart 1(A):

- (a) Each current Participating Member shall be jointly and severally liable for all Pool liabilities and expenses; and
- (b) Each past Member shall continue to be jointly and severally liable for the Pool's liabilities and expenses for three (3) complete Fund Years after leaving the Pool. Each past Member shall continue to be jointly and severally liable for the Pool's liabilities and expenses for a period of three (3) complete Fund Years after leaving the Pool. After the period of continuing liability, past Members are no longer jointly and severally liable for the Pool's liabilities and expenses, unless runoff pool liability is applicable.

9.3.2 Runoff Pool Liabilities and Expenses. All current Members participating in the Pool at the time self-insurance authority ends continue to be jointly and severally liable for the Pool's liabilities and expenses until the Pool is dissolved. All past Members that are jointly and severally liable for the Pool's liabilities and expenses at the time its self-insurance authority ends continue to be jointly and severally liable until the Pool is dissolved.

9.4 Assessment. The Board of Trustees may levy an assessment against current and past Participating Members under the following circumstances:

9.4.1 Assessment to Correct a Deficit. If the Pool's total liabilities exceed its total assets, the Board shall restore a positive Surplus within ninety (90) days by assessing all jointly and severally liable current and past Participating Members according to the following formula:

All jointly and severally liable Participating Members and past Participating Members may be assessed proportionately to their share of the total premiums paid and owed during the assessment base period. The assessment base period at the time of the Pool's self-insurance authority ending, shall remain the basis of assessments under this item until final Pool dissolution. The assessment base period includes all completed quarters of the current fund year and includes the most recent three complete fund years.

9.4.2 Assessment to Increase Surplus. The Board of Trustees may also forestall a deficit or to otherwise improve the Pool's financial strength by assessing all jointly and severally liable

current Participating Members. The assessment may be calculated using any reasonable procedure, consistent with these Bylaws

9.5 Cash Flow and Stop-Loss Insurance.

9.5.1 Cash Flow Difficulties. The Board of Trustees shall protect the Pool from cash flow difficulties using methods that include, but are not limited to, the following:

- (a) Establishing and maintaining a Surplus consisting of funds contributed by Participating Members and the Pool's net position; or
- (b) Obtaining language in the Pool's stop-loss insurance policy requiring the insurer to advance funds to the Pool if the policy limits have been or are likely to be exceeded. The funds may be considered an advance against the insurer's potential liability for the policy period.

9.5.2 Stop Loss Insurance. The Pool may purchase excess or stop-loss insurance for indemnification of a portion of its losses. If stop loss insurance is required pursuant to Minnesota law, any such stop-loss insurance shall comply with Minnesota Rules, Part 2785.1300 and Minnesota Statutes, § 471.617. If the Pool determines that an excess or stop-loss insurance policy will be terminated or modified causing a violation of applicable law or otherwise compromising the Pool's financial integrity, the Pool shall notify the Commissioner prior to the termination or modification taking effect and shall indicate what corrective action will be taken.

9.5.3 Stop-Loss Requirements. The Board of Trustees shall comply with the following with respect to any stop-loss insurance it purchases:

- (a) If the Board elects to terminate or modify a stop-loss policy in a manner that would violate applicable law or otherwise compromise the Pool's financial integrity, the Board shall notify the Commissioner prior to the effective date of the termination or modification and indicate what corrective action will be taken.
- (b) No liability transferred to a stop-loss insurer may, directly or indirectly, be returned to the Pool or a Participating Member of the Pool.

9.6 Dividends. The Board of Trustees may, but shall not be required to, declare and pay dividends or distributions from its Surplus subject to the following requirements:

9.6.1 Limitations. The Board shall not declare a dividend or distribution from Surplus if doing so will cause the Surplus to be negative or if the Pool has a stop-loss advancement liability.

9.6.2 Allocation. Any dividend declared shall be allocated in proportion to each eligible Participating Member's share of the total Premiums paid during the period used to calculate the dividend.

9.6.3 Eligibility and Member Responsibilities. Only Members participating in the Pool at the time a dividend or distribution is declared shall be eligible to receive the dividend or distribution. If a dividend be distributed, each Participating Member shall be responsible

for determining how the dividend or distribution shall be used in accordance with applicable Minnesota law.

#### **ARTICLE X. LIABILITY AND INSURANCE**

10.1 Member Liability. Unless otherwise specified in this Agreement, no Participating Member shall be liable for the acts or omissions of another Member. Nothing in this Agreement shall be construed as a waiver of a Participating Member's limitation of liability pursuant to Minnesota Statutes Chapter 466.

10.2 Trustee Liability.

10.2.1 Limitations. No Trustees shall be held liable for:

- (a) Mistakes in judgment or other actions made, taken, or omitted by the Trustee in good faith;
- (b) Any action made, taken, or omitted by any Pool agent, employee, or independent contractor selected by the Trustees with reasonable care;
- (c) Any loss incurred through investment or failure to invest Pool funds; or
- (d) Any action taken or omitted by another Trustee.

No Trustee shall be required to give a bond or other security to guarantee the faithful performance of their duties except as required by this Agreement or by law.

10.2.2 Defend and Hold Harmless. Pool assets shall be used to defend and hold harmless any Trustee for actions taken by the Trustee within the scope of their authority. The Board of Trustees shall purchase insurance providing fiduciary liability coverage for the Trustees.

10.2.3 Duties. The Trustees shall discharge their duties solely in the interest of the Pool and:

- (a) For the exclusive purpose of providing benefits to Covered Persons and defraying the reasonable expense of administering the Pool and the Plan(s);
- (b) With the care, skill, prudence, and diligence under the then prevailing circumstances that a prudent person in a like capacity and familiar with such matters would use in conducting an enterprise of a like character and aims; and
- (c) In accordance with the documents and instruments governing the Pool and Plan(s) insofar as such documents and instruments are consistent with the law.

#### **ARTICLE XI. DISPUTE RESOLUTION**

11.1 Informal Dispute Resolution. The Board of Trustees shall seek to resolve any dispute between the Pool and any Participating Member, or a dispute amongst Members, through informal discussion. Such efforts shall be facilitated by the Chairperson, or, if the Chairperson has a conflict of interest due to the nature of the dispute, by an alternate Officer or Trustee.

- 11.2 Formal Dispute Resolution. If a dispute cannot be resolved through informal efforts, the Board may refer the dispute to formal mediation facilitated by a mediator mutually acceptable to the parties to the dispute. In the event the dispute cannot be resolved through mediation, the parties to the dispute may pursue other reasonable procedures for resolution, including formal litigation.

## **ARTICLE XII. DURATION AND DISSOLUTION**

- 12.1 Duration. Pursuant to Minnesota Statutes, § 471.59, subdivision 4, but subject to the provisions herein regarding Member withdrawal, this Agreement shall be ongoing.

- 12.2 Merger. To the extent not prohibited by applicable law, the Board of Trustees may apply to merge with any other plan or pool established under Minnesota law. The Board of Trustees shall solicit the advice and counsel of the Labor Management Committee in considering any such merger.

- 12.3 Ending Self-Insurance Authority.

- 12.3.1 Voluntary Termination of Authority to Self-Insure. The Board of Trustees may elect to end the Pool's self-insurance authority and cease to provide Coverage, provided such decision is made at least 45 days before the end of the current Fund Year. The Board shall provide notice of its decision to the Commissioner within fourteen (14) days.

- 12.3.2 Revocation of Authority to Self-Insure. The Commissioner shall, by order, revoke the Pool's authority to self-insure upon no less than ten (10) days' written notice if any of the following events occur, and the Commissioner judges the event(s) to be material:

- (a) Failure of the Pool to comply with applicable Minnesota statutes or rules;
- (b) Failure of the Pool to comply with any lawful order of the Commissioner;
- (c) Commission by the Pool of an unfair or deceptive practice as defined in Minnesota Statutes, §§ 72A.17 to 72A.32, or in related rules;
- (d) Deterioration of the Pool's financial integrity to the extent that its ability to meet obligations promptly and in full is or will be significantly impaired.

- 12.3.3 Runoff Period. The Pool shall continue to exist as a Runoff Pool after its authority to self-insure has ended for purposes of paying claims, preparing reports, and administering transactions associated with the period in which the Pool provided Coverage. The Runoff Pool shall continue to comply with applicable Minnesota statutes and rules. No Members shall be permitted to join, leave, or be expelled from the Pool during the runoff period.

- 12.4 Dissolution.

- 12.4.1 Authorization to Dissolve. The Board of Directors shall not dissolve the Pool or Runoff Pool without requesting authorization from the Commissioner. The Commissioner shall grant the request within 60 days of receipt if either of the following conditions are met:

- (a) The Pool demonstrates that it has no outstanding liabilities, including incurred but not reported liabilities; or

- (b) The Pool has obtained an irrevocable commitment from a licensed insurer that provides for payment of all outstanding liabilities and provision of related services, including claims payment, preparation of reports, and the administration of transactions associated with the period when the Pool or Runoff Pool provided Coverage.

12.4.2 Pool Assets and Liabilities Upon Dissolution. Upon receipt of authorization to dissolve, the Board of Trustees shall distribute the Pool's assets to Participating Members as follows: upon final dissolution of the Pool, all property purchased or owned pursuant to this Agreement shall be sold and the proceeds thereof, together with all other assets not necessary for satisfaction of the Pool's obligations, shall be distributed in accordance with applicable law to the Participating Members. The amount distributed to each Participating Member shall be based on the following two-step formula:

Step 1. 70% of remaining assets will be distributed based on the ratio of (1) the total consecutive Member Months associated with each Participating Member during the final 120 months of coverage provided by the Pool and, if dissolution occurs prior to January 1, 2032, the Pool's predecessor (the Sourcewell Risk Management Pool), divided by (2) the total Member Months for all Participating Members in the Pool during the final 120 months of such coverage. For this purpose, a "Member Month" is one month of coverage for each Employee, Dependent, and Former Employee receiving coverage through the Pool and/or the Sourcewell Risk Management Pool.

Step 2. 30% of remaining assets will be distributed only to Participating Members who have annual premiums in the last 12 months of coverage greater than the Community Rate of the entire Pool. 30% of remaining assets will be distributed based on the ratio of (1) the amount of annual premium paid by the Participating Member in the last 12 months of coverage that exceeds the Community Rate, divided by (2) the total amount of annual premium paid by all Participating Members that exceeds the Community Rate. Community Rate is calculated by determining the average premium amount for each Participating Member needed to fund the Pool's medical claims experience adjusted for health plan benefits, age composition and the geography of each respective Participating Member.

### **ARTICLE XIII. GENERAL PROVISIONS**

- 13.1 Record Keeping. The Board of Trustees shall maintain within Minnesota all records necessary to verify the accuracy and completeness of all reports submitted to the Commissioner under Minnesota Rules, Part 2785.1600. All records concerning claims, reserves, financial transactions, and other matters necessary for Pool operations are the property of the Board of Trustees.
- 13.2 Notice. Any notice required by this Agreement shall be in writing and shall be deemed to have been given when deposited in a U.S. Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to the Board of Trustees or the Pool: Better Health Collective

202 South 12<sup>th</sup> Street NE  
PO Box 219  
Staples, MN 56479

If to a Member: To the address set forth in Appendix A or to such other address as any party to this Agreement may, from time to time, specify in writing to the other parties and to the Pool.

Any notice required by this Agreement may be waived by the party or parties to whom such notice is required to be provided hereunder.

- 13.3 Section Headings. The section headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement or the meaning of any provision thereof.
- 13.4 Validity and Savings Clause. In the event any provision of this Agreement shall be declared by a final judgment of a court of competent jurisdiction to be unlawful, unconstitutional, or invalid as applied to any Member, the lawfulness, constitutionality, or validity of the remainder of this Agreement shall not be deemed affected thereby.
- 13.5 Counterparts. This Agreement and any amendments thereto may be executed in any number of counterparts which taken together constitute a single instrument. New Members approved for participation in the Pool after the Effective Date of this Agreement shall sign the Agreement and their names and contact information shall be added to Appendix A without the need to amend the Agreement as a whole.
- 13.6 Amendment. The Board of Trustees may, in accordance with Section 5.2 herein, amend this Agreement and such amendment shall be evidenced in writing and executed by the Members.
- 13.7 Minnesota Law. This Agreement shall be governed by, and the Pool and Plan(s)) shall be operated in accordance with Minnesota Law, including Minnesota Statutes, Chapters 13, 13D, 60A, 62A, 62E, 62L, 70A, 72A, 72C, and 471.
- 13.8 Other Applicable Law. The Pool and the Plan(s) shall be operated in accordance with applicable federal law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as it applies through the Public Health Services Act (PHSA).
- 13.9 Entire Agreement. All agreements, covenants, representations, and warranties among the Members expressed or implied, oral or written, concerning the subject matter of this Agreement are contained herein. All prior or contemporaneous conversations, negotiations, agreements, representations, covenants, and warranties concerning the subject matter of this Agreement are merged into this Agreement. Union contracts, negotiations, and the like are expressly outside the subject matter of this Agreement, are not merged into this Agreement, and remain the sole responsibility of each Member, and not the Board of Trustees or the Pool.

**CERTIFICATION**

The undersigned, the [Secretary of the Board] hereby certifies that the foregoing Membership Agreement and Bylaws were adopted pursuant to a resolution of the Members, effective as of June 9, 2025.

---

***Kelsey Schwartz, Secretary of the Board***

**AGREEMENT**

Pursuant to all applicable state and federal laws, this Membership Agreement and Bylaws of Better Health Collective has been approved by the governing board of the undersigned party as evidence by the signatures below.

**PARTICIPATING MEMBER**

**SOURCEWELL HEALTH BOARD OF TRUSTEES**

\_\_\_\_\_  
*Name of Participating Member*

\_\_\_\_\_  
*Authorized signature*

\_\_\_\_\_  
*Name/Title*

\_\_\_\_\_  
*DATE*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Name/Title*

\_\_\_\_\_  
*DATE*

**APPENDIX A**

**MEMBERS AND ADDRESSES**

**LE SUEUR-HENDERSON PUBLIC SCHOOLS**

**SCHEDULED MEETINGS/ACTIVITIES**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>TIME</b>	<b>LOCATION</b>
June 9, 2025	Finance Committee Meeting	11:45 AM	District Office
June 9, 2025	Policy Committee Meeting	5:30 PM	M/HS Media Center
June 9, 2025	Regular School Board Meeting	6:30 PM	M/HS Media Center
June 11, 2025	Negotiations Meeting - Internal	3:30 PM	District Office
June 23, 2025	School Board Work Session	6:30 PM	M/HS Media Center
June 23, 2025	Negotiations Meeting - Para/Secretary	3:00 PM	Elementary Conference Room
July 7, 2025	<del>Regular School Board Meeting (optional)</del> <b>cancelled</b>	6:30 PM	M/HS Media Center
July 21, 2025	School Board Work Session	6:30 PM	M/HS Media Center
	<a href="https://docs.google.com/spreadsheets/d/1veOz-5YPT7Eu8-Fp">https://docs.google.com/spreadsheets/d/1veOz-5YPT7Eu8-Fp</a>		