



Jordan School District #717
Health & Safety Meeting Agenda

Monday, September 28, 2020 at 7:00 PM
Special Meeting
CERC Multi-purpose Room
500 Sunset Drive; Suite 3
Jordan, MN 55352

1.	Call to Order	
2.	Pledge of Allegiance	
3.	Roll Call	
4.	Consideration of Agenda	
5.	Consent Agenda	
1.	New Hire - ES Paraprofessional - Chania Ruehling	2
2.	New Hire - MS Paraprofessional - Jill Tietz	4
3.	New Hire - ES Paraprofessional - Adya Markham	6
4.	New Hire - ES Paraprofessional - Melissa Stoltz	9
5.	New Hire - LTS HS Social Worker - Susan Spika	11
6.	Resignation - District Wide Licensed School Nurse - Laura Menden	
7.	Resignation - District Wide Licensed School Nurse - Nicole Langheim	
8.	Resignation - ECFE Special Education Paraprofessional - Justyne Kinsella	
9.	Superintendent's Contract	13
6.	Action Items	
1.	Review and Act on Levy Limitation and Certification	20
2.	Review and Act on Fund Balance Transfer	21
3.	Review and Act on Resolution Relating to the Dean Lakes Property Acquisition	24
7.	Adjourn Special Meeting	



2020-2021 PARAPROFESSIONAL
NOTICE OF ASSIGNMENT

DATE: 9/14/2020

NAME: CHANIA RUEHLING

EMPLOYEE ID: 3710

LOCATION: ELEMENTARY SCHOOL

FROM: DISTRICT OFFICE

Please carefully review the information below. Sign and return to Katie Pekarna-Damlo in the District Office. If you have any questions please contact Katie Pekarna-Damlo. The School District reserves the right to make any modifications or adjustments in this assignment during the school year as needed.

Position	Hours/Day	Contract Days
<i>Paraprofessional</i>	<i>5.75</i>	180 <i>(Including 5 Paid Holidays)</i>

Schedule	Grade	Step	Hourly Rate	Longevity	CEU Stipend	Total Hourly Rate
A	2	1	\$14.84	\$0.00	\$0.00	\$14.84

Employee Signature



EMPLOYEE DATA SHEET

Employee:	Chania Ruehling	Date Offer Accepted:	9/13/2020
Job Title:	Paraprofessional	Indicate: Full-time/Part-time/ Seasonal/Temporary	Part-time
Hiring Supervisor:	Melissa Barnett	Location:	Elementary School

PERSONNEL ACTION

New Hire	X	Replacement For	James Violet	Change		Additional Assignment	
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EDUCATION INFORMATION

List below all post secondary education, beginning with the most recent.

<u>Name of Institution</u>	<u>Location</u>	<u>Major</u>	<u>Degree and Date Received</u>	<u>Dates Attended</u>
MN State University	Mankato, MN			8/14-5/15
South Central College	Mankato, MN	Early Childhood	Certificate in Early Childhood Education	8/15-6/17
Grand Canyon University	Arizona	Special Education		7/17-present

List below any certificate(s) or license(s) now held.

<u>Name of Certificate/License</u>	<u>Name of Provider</u>	<u>Date Received</u>	<u>Expiration Date</u>
Early Childhood Certificate			

RELEVANT EXPERIENCE

List below all relevant experience, beginning with the most recent.

<u>Name of Employer</u>	<u>Title</u>	<u>Nature of Duties</u>	<u>Dates Employed</u>
Benjamin Bus	Bus Driver	Supervise and drive students to and from school.	9/19-present

<u>Beginning Contract Date:</u>	9/14/2020	<u>Ending Contract Date:</u>	
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Note: Chania will be filling in for James Violet while on a leave of absence.

Brief Description of Previous Experience: Supervising students on school bus, wrestling assistant at Shakopee MS.



**2020-2021 PARAPROFESSIONAL
NOTICE OF ASSIGNMENT**

DATE: 9/14/2020

NAME: JILL TIETZ

EMPLOYEE ID: 3713

LOCATION: MIDDLE SCHOOL

FROM: DISTRICT OFFICE

Please carefully review the information below. Sign and return to Katie Pekarna-Damlo in the District Office. If you have any questions please contact Katie Pekarna-Damlo. The School District reserves the right to make any modifications or adjustments in this assignment during the school year as needed.

Position	Hours/Day	Contract Days
Para, Special Education	7	180 <i>(Including 5 Paid Holidays)</i>

Schedule	Grade	Step	Hourly Rate	Longevity	CEU Stipend	Total Hourly Rate
A	3	7	\$17.26	\$0.00	\$0.00	\$17.26

Jill M. Tietz

 Employee Signature



EMPLOYEE DATA SHEET

Employee:	Jill Tietz	Date Offer Accepted:	9/14/2020
Job Title:	Para, Special Education	Indicate: Full-time/Part-time/ Seasonal/Temporary	Full-time
Hiring Supervisor:	Chad Williams	Location:	Middle School

PERSONNEL ACTION

New Hire	X	Replacement For	Mitch Kelly	Change		Additional Assignment	
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EDUCATION INFORMATION

List below all post secondary education, beginning with the most recent.

<u>Name of Institution</u>	<u>Location</u>	<u>Major</u>	<u>Degree and Date Received</u>	<u>Dates Attended</u>
Minnesota State University	Mankato, MN	SpEd	12/1994	9/1990 - 12/1994
Minnesota State University	Mankato, MN	Physical Education	BS 12/1987	9/1984-12/1987

List below any certificate(s) or license(s) now held.

<u>Name of Certificate/License</u>	<u>Name of Provider</u>	<u>Date Received</u>	<u>Expiration Date</u>
Physical Education and	PELSB	1987/1994	6/2022
Emotional Behavioral Disorders	PELSB	1987/1994	6/2022

RELEVANT EXPERIENCE

List below all relevant experience, beginning with the most recent.

<u>Name of Employer</u>	<u>Title</u>	<u>Nature of Duties</u>	<u>Dates Employed</u>
Prior Lake Schools	Physical Education Teacher	Kindergarten - Fifth Grade Physical Education. I team taught physical education to K-5 grade students.	
Shakopee Public Schools	SpEd Teacher	I taught junior high school special education (EBD)	1990-1997

<u>Beginning Contract Date:</u>	9/17/2020	<u>Ending Contract Date:</u>	
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Brief Description of Previous Experience: Jill has multiple years of experience working with students as a PE and SpEd teacher and has a strong knowledge of working with students on an IEP.



2020-2021 PARAPROFESSIONAL
NOTICE OF ASSIGNMENT

DATE: 9/17/2020

NAME: ADYA MARKHAM

EMPLOYEE ID: 3714

LOCATION: ELEMENTARY SCHOOL

FROM: DISTRICT OFFICE

Please carefully review the information below. Sign and return to Katie Pekarna-Damlo in the District Office. If you have any questions please contact Katie Pekarna-Damlo. The School District reserves the right to make any modifications or adjustments in this assignment during the school year as needed.

Position	Hours/Day	Contract Days
<i>Para, Special Education</i>	6.5	180 <i>(Including 5 Paid Holidays)</i>

Schedule	Grade	Step	Hourly Rate	Longevity	CEU Stipend	Total Hourly Rate
A	2	1	\$14.84	\$0.00	\$0.00	\$14.84



 Employee Signature



EMPLOYEE DATA SHEET

Employee:	Adya Markham	Date Offer Accepted:	9/10/2020
Job Title:	Para, Special Education	Indicate: Full-time/Part-time/ Seasonal/Temporary	Full-time
Hiring Supervisor:	Chad Williams	Location:	Elementary School

PERSONNEL ACTION

New Hire	X	Replacement For		Change		Additional Assignment
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EDUCATION INFORMATION

List below all post secondary education, beginning with the most recent.

Name of Institution	Location	Major	Degree and Date Received	Dates
Normandale Community College	Bloomington, MN	EEd Certificate	12/2019	7/2018
Clarke University	Iowa	Music Performance		8/2017

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration

RELEVANT EXPERIENCE

List below all relevant experience, beginning with the most recent.

Name of Employer	Title	Nature of Duties	Dates
Volunteer Connections	Aide	Helped students with homework in reading, writing, math, spelling and crafts.	10/18-5/1

Beginning Contract Date:	9/21/2020	Ending Contract Date:	
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Note: Jordan Elementary has two new students with functional needs and one to one service. Due to the Hybrid Model needs of our students at JES, this position was needed to support our newly enrolled students with special needs.

Brief Description of Previous Experience: Adya has worked with students as at Volunteer Connections supporting student reading, writing, spelling, math and crafts.



**2020-2021 PARAPROFESSIONAL
NOTICE OF ASSIGNMENT**

DATE: 9/14/2020

NAME: MELISA STOLTZ

EMPLOYEE ID: 2994

LOCATION: ELEMENTARY SCHOOL

FROM: DISTRICT OFFICE

Please carefully review the information below. Sign and return to Katie Pekarna-Damlo in the District Office. If you have any questions please contact Katie Pekarna-Damlo. The School District reserves the right to make any modifications or adjustments in this assignment during the school year as needed.

Position	Hours/Day	Contract Days
<i>Para, General Education</i>	3.5	180 <i>(Including 5 Paid Holidays)</i>

Schedule	Grade	Step	Hourly Rate	Longevity	CEU Stipend	Total Hourly Rate
A	2	1	\$14.84	\$0.00	\$0.00	\$14.84

Employee Signature



EMPLOYEE DATA SHEET

Employee:	Melisa Stoltz	Date Offer Accepted:	9/11/2020
Job Title:	Para, Lunchroom Supervisor	Indicate: Full-time/Part-time/ Seasonal/Temporary	Part-time
Hiring Supervisor:	Melissa Barnett	Location:	Elementary School

PERSONNEL ACTION

New Hire	X	Replacement For	Mitchell Martin	Change		Additional Assignment	
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EDUCATION INFORMATION

List below all post secondary education, beginning with the most recent.

<u>Name of Institution</u>	<u>Location</u>	<u>Major</u>	<u>Degree and Date Received</u>	<u>Dates Attended</u>
The Arts International	Minneapolis, MN	Culinary Arts	9/2004	1/03-9/04
Hennepin Technical College	Brooklyn Park & Eden Prairie			9/01-12/03

List below any certificate(s) or license(s) now held.

<u>Name of Certificate/License</u>	<u>Name of Provider</u>	<u>Date Received</u>	<u>Expiration Date</u>
AAS of Culinary Arts		9/04	

RELEVANT EXPERIENCE

List below all relevant experience, beginning with the most recent.

<u>Name of Employer</u>	<u>Title</u>	<u>Nature of Duties</u>	<u>Dates Employed</u>
Benjamin Bus	Van Driver	Pick up, supervise, and drop off students from school.	4/19-present
CERC	Building Supervisor	Supervise events and open up CERC/school buildings on weekends.	5/14-6/16
Subway	Manager	Hiring, training, scheduling, paperwork, and inventory of food.	10/11-5/13

<u>Beginning Contract Date:</u>	9/14/2020	<u>Ending Contract Date:</u>	
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Brief Description of Previous Experience: Melisa has supervised students as a van driver.



**INDEPENDENT SCHOOL DISTRICT #717
NEW TEACHER CONTRACT**

The School Board of Independent School District No. 717 of the State of Minnesota, enters into this agreement, pursuant to M.S. 122A.40, as amended, with **Susie Spika**, a legally qualified and licensed teacher who agrees to perform the teaching services prescribed by the School Board or its designated representative as for the - school year.

1. Basic Services:

Said teacher also agrees to perform related professional services prescribed by the School Board or its designated representative during the school day as defined in the Master Agreement. This contract incorporates and is subject to the provisions of M.S. 122A.40, as amended, and the provisions of the Master Agreement for teachers of this District now or hereafter adopted for the said school year pursuant to the provisions of PELRA, as amended.

2. Duration:

This contract covers the time period of **10/21/2020** through **12/22/2020**. Dates of assignment are approximate and may change due to licensure requirements and potential assignment changes.

3. Duty Year:

Teacher duty days and school days shall be those named on the school calendar as adopted by the School Board in accordance with the provisions of the Master Agreement for teachers of this District and the teacher agrees to teach on those legal holidays which the calendar may specify as a teacher duty day or school day.

4. Additional Assignments:

The teacher may undertake, by separate agreement, the performance of additional work days or other additional assignments beyond the normal service prescribed for the teaching position, for the additional compensation established for such services. Any such additional assignment, and the additional compensation therefor, shall terminate at the end of the school year, and shall not be subject to the provisions of Minnesota Statutes 122A.40, unless otherwise expressly provided herein.

5. Salary:

In consideration thereof, the School Board agrees to pay said teacher a salary based on the following information:

FTE: 1.0

Lane: BA

Step: 1

Days/Year: 186

Base Salary: \$244.43/day

Employee Signature: Susie Spika

Board Chair Signature of Receipt: _____

Board Clerk Signature of Receipt: _____



EMPLOYEE DATA SHEET

Employee:	Susie Spika	Date Offer Accepted:	9/16/2020
Job Title:	LTS - School Social Worker	Indicate: Full-time/Part-time/ Seasonal/Temporary	Temporary
Hiring Supervisor:	Chad Williams	Location:	High School

PERSONNEL ACTION

New Hire	X	Replacement For	Mary Bright	Change		Additional Assignment	
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EDUCATION INFORMATION

List below all post secondary education, beginning with the most recent.

<u>Name of Institution</u>	<u>Location</u>	<u>Major</u>	<u>Degree and Date Received</u>	<u>Dates Attended</u>
Minnesota State University	St. Cloud, MN	Social Work	Masters Degree	8/11 - 5/15

List below any certificate(s) or license(s) now held.

<u>Name of Certificate/License</u>	<u>Name of Provider</u>	<u>Date Received</u>	<u>Expiration Date</u>
LSGW (Social Work License)	MN State Dept.	5/2015	12/2020

RELEVANT EXPERIENCE

List below all relevant experience, beginning with the most recent.

<u>Name of Employer</u>	<u>Title</u>	<u>Nature of Duties</u>	<u>Dates Employed</u>
Medelia Elementary School	School Social Worker	Served on interdisciplinary teams providing services for students 6-12 grade (special ed and main stream)Participated in IEP planning, Crisis intervention, Provided several group and one one counseling, addressed sexual harassment, bullying, self esteem, drugs, family issues, coping skills, life skills.	12/15 - 6/20

<u>Beginning Contract Date:</u>	9/23/2020	<u>Ending Contract Date:</u>	12/22/2020
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Note: Susan will be a LTS for Mary Bright while on a leave of absence.

Brief Description of Previous Experience: Served on interdisciplinary teams providing services for students 6-12 grade (special ed and main stream)Participated in IEP planning, Crisis intervention, Provided several group and one one counseling, addressed sexual harassment, bullying, self esteem, drugs, family issues, coping skills, life skills.



CONTRACT

between

Independent School District No. 717
Jordan, Minnesota

And

Superintendent Ranae Case Evenson

July 1, 2021 - June 30, 2023

ARTICLE I

PURPOSE

This contract is entered into between Independent School District No. 717, Jordan Public Schools, Minnesota, hereinafter referred to as the School District, and Ranae Case Evenson, hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

ARTICLE II

APPLICABLE STATUE

This Contract is entered into between the School District and the Superintendent in conformance with M.S.123B.143.

ARTICLE III

LICENSE

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

ARTICLE IV

DURATION, EXPIRATION, TERMINATION

DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of two (2) years commencing on July 1, 2021, and ending on June 30, ~~2019~~2023. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided in this Contract.

Section 2. Expiration: This Contract shall expire at the end of the term specified in Section 1, above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with M.S.123B.143, Subd. 1. Three (3) to six (6) months prior to the expiration of this Contract, at the Superintendent's written request, the School Board shall conduct a performance evaluation of the Superintendent pursuant to M.S. 13D.05, Subd.3. The School Board may conduct other evaluations of the Superintendent in a manner and at times as it sees fit.

Section 3. Termination During the Term: The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subd. 9 and Subd. 13, but, except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9 or Subd. 13, it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be

entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

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

Section 5. Contingency: If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Superintendent completing the terms of the existing Contract.

ARTICLE V

DUTIES

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

ARTICLE VI

DUTY YEAR AND LEAVES OF ABSENCE

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

Section 2. Vacation: The Superintendent shall earn twenty (20) working days of annual paid vacation each Contract year. Unused vacation must be taken within six (6) months after the end of the Contract year in which it is earned, or the days will be deemed lost. The Superintendent shall ensure that a current and accurate record is kept by the District's business office of her vacation usage. Upon voluntary termination of employment the Superintendent shall be entitled to payment for a maximum of twenty (20) unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, he/she shall not be entitled to any unused earned and accrued vacation days. The daily rate of pay for any such payment shall be calculated using the formula contained in Article VIII, Section 4.

Section 3. Holidays: The Superintendent shall be entitled to twelve (12) paid holidays, including two floating holidays, as designated by the School Board each Contract year.

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of 1 day(s) each working month and earned sick leave may accumulate to a maximum of 120 days. Sick leave may be used for absences due to an illness or injury to the Superintendent's child, as defined in Minnesota State Statue 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the Superintendent's attendance may be necessary, on the same terms upon which the Superintendent is able to use sick leave benefits for the Superintendent's own illness or injury. This subdivision applies only to personal sick leave benefits payable to the Superintendent from the Superintendent's general assets. The Superintendent shall ensure that a current and accurate record is kept by the District's business office of her sick leave usage. Upon voluntary or involuntary termination of employment, the Superintendent shall not be entitled to payment for unused sick leave days earned and accrued pursuant to the provisions of this section.

Section 5. Workers' Compensation: Pursuant to M.S. Chapter 176, if the Superintendent is injured on the job in the service of the School District and collecting workers' compensation insurance, she may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 6. Bereavement Leave: The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate family. The time utilized shall be in an amount to be determined after conferring with the School Board Chair. Days utilized will not be deducted from the Superintendent's sick leave. "Immediate family" is defined as the Superintendent's spouse, child, parent, brother, sister, or other relative who is living in the same household as the Superintendent.

Section 7. Emergency Leave: The Superintendent may be granted paid emergency leave at the discretion of the School Board.

Section 8. Jury Service: The Superintendent who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. Any compensation received by the Superintendent for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Medical Leave: Pursuant to M.S. 122A.40, Subd.12, the Superintendent may be placed on medical leave for health reasons.

Section 11. Insurance Application: A Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. Unless required by state or federal law, the Superintendent shall pay the entire premium for such insurance

commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Superintendent is on paid leave from the School District under Section 4, above or supplemented by sick leave pursuant to Section 5, above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance retained.

ARTICLE VII

INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall pay the cost of the full premium for the Superintendent and the Superintendent's dependents for health and hospitalization insurance coverage under the School District's group health and hospitalization insurance plan at the expense of the School District. During the term of this contract, if it is determined that the School District's payment of the full premium for family coverage for the superintendent and her dependents is a discriminatory practice under the Federal Affordable Care Act and would negatively impact the School District, as determined by the School Board, the School District may elect to contribute the same dollar amount toward the premium as is contributed to all other fulltime employees. If this reduction in health premium payment occurs, the Superintendent's salary will be increased by a dollar amount equaling the difference between the cost of the full family premium and the School District's premium payment for family insurance for all fulltime employees.

Section 2. Life Insurance: The School District shall provide, at its own expense, term life insurance for the Superintendent under the School District's group term life insurance plan in the amount of \$150,000, payable to the Superintendent's named beneficiary(ies). The Superintendent may purchase additional life insurance under the District's group life insurance plan to the extent permitted by the plan.

Section 3. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Superintendent under the School District's group long-term disability insurance plan.

Section 4. Eligibility: The eligibility of the Superintendent and the Superintendent's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE VIII

OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Superintendent is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15, School District policy, and as otherwise provided by law. The District will match the Superintendent's contribution up to \$2,200 per year with a maximum contribution of \$60,000.

Section 2. Vehicle: The Superintendent shall receive \$200.00 per month for the use of her private vehicle.

Section 3. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when such attendance is required, directed, or permitted by the School Board. The Superintendent shall periodically report to the School Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 4. Other Expense Reimbursement: The Superintendent will be eligible to be reimbursed during each year of this contract for a benefit of up to one thousand dollars (\$1,000) for cell phone use and for technology hardware or software used for professional development and/or a home work station in accordance with School District procedures, policies and practices.

ARTICLE IX

SALARY

The Superintendent shall be paid an annual salary of \$155,000 for the 2021-2022 Contract year and \$159,000 for the 2022-2023 Contract year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in 24 equal installments during the Contract year.

ARTICLE X

OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendency. However, the Superintendent may not engage in other employment, consultant service, or other, activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Superintendent arising out of or in collection with her employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as

provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466. This Section shall not apply to an action or claim against the Superintendent that is brought by the School District.

Section 3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

Section 4. Medical Examination: The Superintendent shall have a comprehensive medical examination not less than once every three years. A summary document from the physician certifying the fitness of the Superintendent to perform the duties of the position shall be provided to the School Board Chair. The cost of said examination not covered by the School District's insurance program shall be paid by the School District.

ARTICLE XI
SEVERABILITY

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

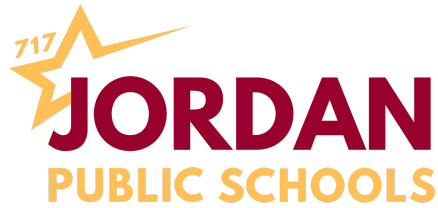
IN WITNESS WHEREOF, I have
subscribed my signature this
____ day of September 2020

Ranae Case Evenson, Superintendent

IN WITNESS WHEREOF, I have
subscribed my signature this
____ day of September 2020

Deb Pauly, Chairperson

Sandy Burke, Clerk



Executive Summary: Levy Certification

Amy Hafemann, Finance Director

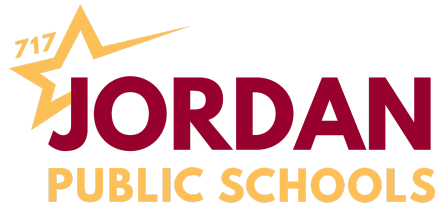
The 2020 Payable 2021 Levy needs to be Board Certified by September 30th, 2020. This is a process that is completed annually. The MDE's Levy Information System opens in August for districts to enter the following information:

- Health Benefits (OPEB)
- Pupil Transportation
- Elementary Sparsity
- Secondary Sparsity
- Building/Land Lease - current year estimates
- Building/Land Lease - FY2018 actual costs
- Debt Service
- General Community Service

The first Levy Certification Report comes out in early September. Districts have until September 30, 2020 to make any changes/corrections in the Levy System and obtain School Board approval.

The 2020 Payable 2021 Levy as of today shows an overall decrease of 2.63% in the General Fund and 4.98% decrease in the Community Service Fund. The Debt Service Fund is also showing a decrease, but we are still waiting for an adjustment from the MN Department of Education to get a solid final number.

It is my recommendation that the Board approve the Maximum Levy Authority. This is normal, standard practice for most districts around the state and allows our district to take advantage of the maximum allowable funding through state and local sources. It is important to keep in mind that the Jordan School District is ranked 307 out of 330 for total revenue per pupil.



**Executive Summary: Fund Transfer - Teacher Development & Evaluation
Restricted/Reserved Fund**

Amy Hafemann, Finance Director

For fiscal years 2020 and 2021, school districts may transfer funds that are not already assigned or encumbered by staff salary and benefits from any accounts or operating funds to the undesignated balance in any other operating fund.

The Teacher Development & Evaluation Restricted/Reserved Fund has a balance of \$30,484.56 remaining in it. The Teacher Development & Evaluation funding ended in 2016. In May, 2020 I received an email from the MN Department of Education that these funds needed to be used. The two options given were to use the funds for the appropriate uses or to utilize the transfer of funds option due to increased expenditures due to the COVID 19 Pandemic.

Because these funds have not been used in the past 4 years, it is my recommendation that the Board of Education approve this Request for Fund Transfer for Fiscal Year 2019-2020.

Transfer of Funds per Emergency Executive Order 20-19, Items 21-22

Please submit this form with attachments via email to MDE.UFARS-Accounting@state.mn.us.

District Information

District Name: Jordan Public Schools **District Number:** 0717 **District Type:** 01

Superintendent's Name: Ranae Case Evenson **Fiscal Year:** 2019-2020

Requested Amount of Transfer: \$ 30,484.56

	Fund	Program Code	Finance Code	Balance Sheet Reserve Account Number	Balance Sheet Reserve Name	Funding Statute
To:	01	810	000	422	Unassigned Fund Balance	123B.80, Subdivision 3
From:	01	211	319	440	Restricted/Reserved-Teacher Dev	123B.80, Subdivision 3

Summarize the intended purpose of the transferred funds:

Jordan Public Schools requests this fund transfer to aid in the extra cost that were incurred due to the COVID 19 Pandemic in FY2019-2020.

The following must be attached:

- Copy of the board resolution stating the fund transfer will not diminish instructional opportunities for students.
- Copy of the board minutes documenting adoption of the board resolution (above) and board approval for the transfer of funds in the amount of this application.

Verification of Information

I hereby verify that the information provided on this form is true and accurate to the best of my knowledge.

Superintendent – Signature

Date

Board Chair or Board Designee – Signature

Date

The following resolution was moved by _____ and seconded by _____:

RESOLUTION REGARDING FUND BALANCE TRANSFERS

WHEREAS, Minnesota Governor Tim Walz issued Emergency Executive Order 20-19 on March 25, 2020, which stated in part:

Paragraph 21. Upon approval by the Executive Council, school districts and schools are authorized to transfer operating funds from certain programs that are not already assigned to or encumbered by staff salary and benefits, or otherwise encumbered by federal law, for the following purposes:

- A. to provide care to Eligible Children during the school day.
- B. To pay additional transportation costs incurred between March 30, 2020 and April 30, 2020 needed to implement this Executive Order in providing distance learning instruction.

WHEREAS, a fund transfer is allowed if the transfer meets the criteria set forth in Paragraph 21(c) of Emergency Executive Order 20-19:

- 1. The transfer does not increase state aid obligations to the district or result in additional property tax authority for the district or charter school.
- 2. A transfer is limited to the operating funds of a district or charter school.
- 3. A school board must approve a fund transfer by the fiscal year reporting deadline.
- 4. A district or charter school must maintain accounting records for the purpose of this Executive Order that are sufficient to document both the specific funds transferred and use of those funds. Such accounting records are subject to auditor review.
- 5. Any execution of this flexibility must not interfere with or jeopardize funding per federal requirements.
- 6. Any transfer must not interfere with the equitable delivery of distance learning or social distancing models

WHEREAS, the School Board of Jordan Public Schools, Independent School District 0717, has determined that that the criteria identified under Paragraph 21(c) have been satisfied for a fund transfer pursuant to Emergency Executive Order 20-19;

WHEREAS, the School Board of Independent School District has reviewed and approved the attached *Request for Fund Transfer*

THEREFORE, BE IT RESOLVED, that the School Board of Independent School District 0717 authorizes the School District administration to submit the attached *Request for Fund Transfer*.

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly adopted.

By: _____
Chair

23 By: _____
Clerk


Proposed Purchase of Dean Lakes Building



Jordan Public School District is a founding member of SouthWest Metro Intermediate District (SWMetro).



- **SWMetro owns and leases space to provide special, alternative, career & technical, and adult basic education along with mental health services for the learners from its member districts.**
- **SWMetro is at or very near full capacity in all of its current sites.**


- 
- **Unlike the other Intermediate Districts and most educational cooperatives in Minnesota, SWMetro DOES NOT place eligible students on waiting lists or reject them because our programs are full.**
 - **This is often referred to as our “zero reject” model.**
 - **The only way to retain a zero reject model is to have adequate space to add new programs as students are referred.**

- **A task force including member district board members and superintendents was convened and recommended purchasing an existing building located at 4601 Dean Lakes Boulevard in Shakopee to address space needs.**




- **Purchasing Dean Lakes would allow SWMetro to:**
 - **move all programs from the Valley Green Workforce Center in Shakopee to Dean Lakes and sell its interest in Valley Green,**
 - **move programs located in the Town Square Mall in Shakopee to Dean Lakes and not renew leases at the Mall,**
 - **and add additional space for growth well into the future thereby retaining the zero reject model.**





- 
- **Member districts pay their share of lease and maintenance costs of SWMetro buildings through lease levy and long terms facilities maintenance levy.**
 - **The district share is calculated by annual use of SWMetro programs as measured by student attendance hours.**
 - **Annual costs (lease and maintenance) associated with Valley Green and Town Square Mall will be re-directed to fully pay annual loan payments for the purchase of Dean Lakes.**

- **Local impact to member district taxpayers will be zero net change.**
 - **The current portion of local property taxes paid for buildings leased by SWMetro and their maintenance will not change.**
- **While the lease levy will go up slightly to purchase Dean Lakes, this increase is offset by an equal reduction in facilities maintenance levy due to the reduced maintenance needs of a much newer building.**
 - **Local tax statements reflect a single number combining both costs which will remain unchanged.**

- 
- **While there is no local tax impact, students from member districts will be served in a remarkably better facility than currently used.**
 - **Member districts will gain equity in a building owned versus paying for rented space at the Mall.**
 - **In addition, SWMetro will have the space necessary to meet the needs of all eligible students for many years to come with additional space available to lease to other educational entities such as higher education.**
 - **This brings the added benefit of college and university offerings for the greater Scott and Carver County areas located within our region.**

- The purchase price for Dean Lakes is \$6.5 million dollars with an additional \$1 million dollars needed to retrofit the building for classrooms.
- By comparison, the other three intermediate districts have invested the following amounts in buildings since 2010:
 - Intermediate 287 = \$50,995,000
 - Intermediate 916 = \$82,455,000
 - Intermediate 917 = \$8,085,000
- **During this same period, SWMetro Intermediate 288, has spent \$0.00.**

- 
- **The below market value sale price of the building coupled with historically low interest rates allow SWMetro and its member districts to:**
 - **obtain greatly improved learning space,**
 - **consolidate from two to a single location in Shakopee,**
 - **and add space for anticipated growth at no additional cost to member district taxpayers.**

- 
- **The Joint Powers Agreement before the Board commits the local school district to pay its share of the building as determined by annual usage of SWMetro programs and documents the ownership share of the building held by each district should the building be sold in the future.**



JOINT POWERS AGREEMENT

EDUCATION FACILITY IN SHAKOPEE, MINNESOTA

This Agreement is made and entered into this 15th day of September, 2020, by and among Independent School District No. 2905 (Tri-City United), Independent School District No. 716 (Belle Plaine), Independent School District No. 717 (Jordan), Independent School District No. 719 (Prior Lake-Savage), Independent School District No. 720 (Shakopee), Independent School District No. 721 (New Prague), Independent School District No. 108 (Central Public Schools), Independent School District No. 112 (Eastern Carver County Schools), Independent School District No. 110 (Waconia), Independent School District No. 111 (Watertown-Mayer), Independent School District No. 877 (Buffalo-Hanover-Montrose) and SouthWest Metro Intermediate School District No. 288 (hereinafter referred to as “SWMetro”), all being school districts and governmental units of the State of Minnesota. Each of the independent school districts shall hereinafter be referred to as a “Participating Independent District” or collectively the “Participating Independent Districts.” The Participating Independent Districts and SWMetro shall hereinafter collectively be referred to as the “Collaborating Districts.”

RECITALS

WHEREAS, SWMetro provides special education and related services, alternative education programs, career and technical education, adult basic education, and other education-related programs and services to children who are enrolled in the Participating Independent Districts; and

WHEREAS, the Participating Independent Districts are members of SWMetro;
and

WHEREAS, at the present time, many of the education-related programs and services provided by SWMetro are located at various sites and facilities in or about the western and southwestern Twin Cities metro area; and

WHEREAS, the parties hereto desire to cooperatively and jointly exercise their powers to establish a framework to finance the acquisition, renovation, equipping and betterment of real property located at 4601 Dean Lakes Blvd, in the City of Shakopee, County of Scott, Minnesota, together with buildings, structures, personal property, fixtures, and other improvements erected or placed thereon, including without limitation, that certain commercial building consisting of approximately 100,000 square feet (hereinafter the “Education Facility”) located thereon and to establish parameters for the maintenance and use of the Education Facility, which shall be used by SWMetro to provide special education and related services, alternative education programs, career and technical education, adult basic education, and other services to the Participating Independent Districts, pursuant to the terms and conditions described below.

NOW, THEREFORE, in consideration of the promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

AUTHORITY; PURPOSE

Section 1. AUTHORITY. This Agreement is entered into by and among the Collaborating Districts pursuant to Minn. Stat. § 471.59, which authorizes two or more

governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers.

Section 2. PURPOSE. The purpose of this Agreement is to establish a framework to finance the acquisition of real property and the renovation, betterment and equipping of the Education Facility, and to establish parameters for the maintenance and use of the Education Facility, which shall be used by SWMetro to provide special education and related services, alternative education programs and other education-related programs and services to the Participating Independent Districts.

ARTICLE II

GOVERNANCE

Section 1. GOVERNING BOARD. SWMetro was created pursuant to authority granted by the Minnesota legislature in 2015, see Minn. Stat. § 136D.41, and pursuant to a certain Joint Powers Agreement dated July 1, 2016 (the “SWMetro Agreement”), as amended. The member districts of SWMetro are the Participating Independent Districts in this Agreement. The control and management of SWMetro is vested in a Governing Board established pursuant to Article II, Section 1 of the SWMetro Agreement. The Governing Board has the authority to function as an entity separate and apart from any of the Participating Independent Districts and generally to act in furtherance of the Participating Independent Districts’ joint interests and intentions hereunder.

Section 2. POWERS OF THE GOVERNING BOARD. The Governing Board has the general charge of the business of SWMetro and the ownership of its facilities, fixtures and personal property. The Governing Board shall take such action as it deems

necessary and proper to accomplish the purposes of SWMetro, or any other action necessary and incidental to the implementation of said purposes or actions. The Governing Board shall have such additional powers as specified in this Agreement, including all powers necessary to provide recommendations on issues relating to the establishment, operation, management, maintenance, and control of the Education Facility.

ARTICLE III

MAINTENANCE AND UTILITIES

Section 1. MAINTENANCE OF EDUCATION FACILITY GROUNDS.

SWMetro shall be responsible for usual and customary maintenance of the Education Facility grounds, including lawn and other maintenance services and snow removal for the parking lot, driveways and sidewalks at the Education Facility site.

Section 2. UTILITY COSTS. SWMetro will be responsible for utility costs for the Education Facility.

ARTICLE IV

RIGHTS SUBORDINATE TO LEASE AGREEMENT

It is mutually agreed and understood that the Education Facility is contemplated to be acquired, equipped, and improved by entering into a Lease-Purchase Agreement (the "Lease Agreement") between SWMetro and a lessor or an indenture trustee (the "Trustee") to be named, to finance said construction, equipping, improvement and acquisition. The rights of the parties under this Agreement, shall be subject to and subordinate to the rights of the lessor or the Trustee under the Lease Agreement.

ARTICLE V

LEASE PAYMENT ALLOCATION; CONTINUING CAPITAL COSTS;

OPERATING COSTS; DISSOLUTION

Section 1. LEASE PAYMENT ALLOCATION. The lease payments on the Lease Agreement described in Article IV hereof shall be apportioned among the Participating Independent Districts using the following method of apportionment: Each Participating Independent District's special education tuition billing revenue (i.e., the amount of money each Participating Independent District pays SWMetro through special education tuition billing) and each Participating Independent District's career and technical education revenue (i.e., the amount of money each Participating Independent District pays SWMetro for student use of SWMetro's career and technical education programs) shall be added together. The resulting sum for each Participating Independent District shall be separately divided by the grand total of all Participating Independent District's special education tuition billing and career and technical education revenues received by SWMetro for that year. The amount to be paid under this section by each Participating Independent District will be the resulting quotient from dividing the aforementioned amounts multiplied by the total amount of the anticipated lease cost to be paid in the aggregate by all the Participating Independent Districts. Each Participating Independent District may pay its share of the payments under the Lease Agreement from proceeds of a lease levy or from other school district fund sources. To the extent lease levy authority is exercised by one or more of the Participating Independent Districts in any year during the term of the Lease Agreement, SWMetro shall give written notice, prior to September 15 of each year, to each

Participating Independent District of the maximum amount of the leasing levy, calculated based on this formula, authorized to be certified by that Participating Independent District under this section in that year. This section may be amended by resolutions adopted by the school boards of the Collaborating Districts if the amendment does not violate the provisions of the Lease Agreement or other documents relating to financing for the Education Facility.

Section 2. TITLE AFTER PAYMENT OF LEASE. Unless this Agreement is amended to the contrary, at the termination of the Lease Agreement and after the repayment of the financing described above, the title to the real and personal property financed shall vest in SWMetro.

Section 3. OBLIGATION TO MAKE LEASE PAYMENTS; TIMING OF PAYMENTS TO SWMETRO. The Collaborating Districts recognize that the payments under the Lease Agreement will be paid by the Participating Independent Districts through lease levies and other fund sources pursuant to the formula in Article V, Section 1, hereof. Lease payments pursuant to the Lease Agreement which are not eligible for the lease levy shall be paid by the Participating Independent Districts using other fund sources. Each Participating Independent District shall pay to SWMetro, pursuant to a payment schedule determined by the Governing Board, the amount of its apportioned share of that year's payment under the Lease Agreement, which may consist of proceeds from a lease levy, funds from other school district fund sources, or both.

Section 4. CONTINUING CAPITAL COSTS.

The Participating Independent Districts shall be apportioned continuing capital costs pursuant to the formula set forth in Article V, Section 1.

Section 5. DISSOLUTION OF SWMETRO AFTER TERMINATION OF THE LEASE AGREEMENT. In the event SWMetro elects to dissolve after repayment of the financing described above, the Education Facility shall be sold and the proceeds of the sale apportioned among the Participating Independent Districts unless the SWMetro Governing Board votes to dispose of the property in different manner. This requirement shall survive the withdrawal of any Participating Independent District from this Agreement or the termination of this Agreement. A Participating Independent District's share of proceeds for the sale of the Education Facility shall be determined by dividing the total amount of lease levy payments made by the Participating Independent District for the Education Facility by the aggregate total amount of lease levy payments made by all Participating Independent School Districts for the Education Facility, and then multiplying the resulting quotient by the total amount of net sale proceeds for the Education Facility.

ARTICLE VI

DURATION; MEMBERSHIP; TERMINATION; BREACH; LIABILITY; INSURANCE

Section 1. DURATION. This Agreement shall be perpetual in duration unless terminated pursuant to provisions of this Agreement, as amended, or any state law terminating the Agreement.

Section 2. ADDITION OF OTHER DISTRICTS; REALLOCATION OF ADDITIONAL PAYMENT. An independent school district seeking membership in SWMetro shall, as a condition of being approved as a member pursuant to applicable state law and SWMetro Agreement, agree in writing to be added to this Agreement as a Participating Independent District and to be bound by the terms of this Agreement. Upon becoming a Participating Independent District under this Agreement, the

percentages apportioned pursuant to Article V, Section 1 of this Agreement shall be adjusted to account for the additional Participating Independent District.

Section 3. WITHDRAWAL OF PARTICIPATING INDEPENDENT DISTRICTS.

Subdivision. 1. Procedure. A Participating Independent District may only withdraw from this Agreement if it also withdraws as a member school district of SWMetro in the manner provided in SWMetro Agreement. Subject to the terms of Article VI, Section 3, Subdivision 2, below, a Participating Independent District may withdraw from this Agreement effective at the end of the next fiscal year following the adoption of a resolution adopted by a majority vote of the full membership of its school board and by formal written notice to the school board of each other Participating Independent District and to the Superintendent of SWMetro. The notice shall include a certified copy of the adopted withdrawal resolution. A withdrawal shall only be permitted as specified in this section.

Subdivision 2. No Withdrawal Permitted During Lease Term. A Participating Independent District shall not be permitted to withdraw from this Agreement prior to June 30 of the year in which full payment of the Lease Agreement obligation, or an obligation refunding the Lease Agreement obligation, is made.

Subdivision 3. No Distribution to Withdrawing Participating Independent District. Except as provided in this Article VI, Section 3, Subdivision 3, a withdrawing Participating Independent District shall not be eligible for the distribution of any property or assets at the time of withdrawal. A Participating Independent District which has withdrawn from this Agreement shall be entitled to receive its apportioned

share of the proceeds from the sale of the Education Facility in accordance with Article V, Section 5, hereof.

Section 4. TERMINATION OF AGREEMENT. After the payment in full of the Lease described in Article V hereof, this Agreement may be terminated if the boards of all Collaborating Districts adopt written resolutions approving such termination. Upon termination, all funds and property remaining after payment of all outstanding debts and obligations, including the Education Facility, and equipment of any nature, shall become the property of SWMetro. To the extent permitted by law, the termination shall not affect the continuing liability of present or former Collaborating Districts for indebtedness incurred prior to the termination, or for other continuing obligations, including unemployment compensation or reemployment insurance.

Section 5. BREACH OF AGREEMENT; MEET AND CONFER. Any Collaborating District breaching this Agreement and given written notice of the breach and the nature thereof shall have fifteen (15) days in which to cure the breach. The breaching Collaborating District shall be liable for any expenses incurred by any other Collaborating District to enforce the provisions of this Agreement and any damages incurred by other Collaborating Districts as a result of the breach. In the event a breach of this Agreement involves the failure by a Participating Independent District to pay any or all of its apportioned share of any payment under the Lease Agreement, representatives of each Collaborating District shall meet as soon as practicable following said breach and determine how to address any resulting shortfall in the ability to make payments under the Lease Agreement. The unpaid apportioned share of the breaching Participating Independent District shall be apportioned among the non-

breaching Participating Independent Districts in the manner set forth in Article V, Section 1, hereof. The payment of the breaching Participating Independent District's apportioned share by the non-breaching Participating Independent Districts shall not relieve the breaching Participating Independent District from liability for payment of the unpaid share or from any damages incurred by a Participating Independent District as a result of the breach.

Section 6. LIABILITY. No Participating Independent District shall be liable for the acts or omissions of SWMetro and SWMetro shall not be liable for the acts or omissions of a Participating Independent District. Except as provided in Article VI, Section 5, hereof, no Participating Independent District shall be liable for the acts or omissions of another Participating Independent District. The liability and the monetary limits of liability of SWMetro, the Participating Independent Districts, their officers, employees, representatives, and agents shall be governed by the Municipal Tort Claims Act, (Minnesota Statutes Chapter 466) and other applicable law.

Section 7. INSURANCE.

Subdivision 1. Property Insurance. SWMetro shall maintain at its expense property insurance on the Education Facility and its personal property, which will be an operating cost under Article V, Section 4(a) of this Agreement.

Subdivision 2. Liability Insurance. SWMetro shall maintain liability insurance in not less than the statutory maximum liabilities for school districts.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. CAPTIONS. The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

Section 2. AMENDMENTS TO THIS AGREEMENT. Amendments to this Agreement may be proposed by the board of any Collaborating District. Notice of proposed amendments shall be sent to all Collaborating Districts. The proposed amendment shall not become effective until it has been approved and executed by not less than two-thirds of all the Collaborating Districts. An amendment approved under this Section shall be an addendum to this Agreement.

Section 3. SAVINGS CLAUSE. Should any provision or article of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or article be found unlawful, representatives of the boards of the Collaborating Districts shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be approved by the boards of the Collaborating Districts by resolutions adopted in the manner specified in this Article VII for the adoption of amendments.

Section 4. NOTICES. All notices required or permitted to be given by a Collaborating District shall be given by the clerk of its board. The notice shall be in writing and shall be sent by first class mail or electronic mail to the administrative offices

of the board of a Collaborating District. A notice shall be timely if postmarked or emailed on the day it is due. In the case of a notice requiring board action, a certified copy of the resolution, motion or minutes of the school board specifying the board action shall be sent with the notice.

Section 5. ENTIRE AGREEMENT; APPLICABLE LAW. This Agreement contains the entire agreement between the parties. No party has relied upon any statements or promises that are not stated in this Agreement. This Agreement shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

Section 6. EXECUTION IN COUNTERPARTS; EFFECTIVE DATE OF AGREEMENT. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute the same and whole instrument. This Agreement shall become effective upon its approval by the boards of each Collaborating District.

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective boards.

Approved at a meeting
of the Governing Board
thereof held on the 15th
day of September, 2020.

**SOUTHWEST METRO INTERMEDIATE SCHOOL
DISTRICT NO. 288**

By:

Chair

By:

Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

INDEPENDENT SCHOOL DISTRICT NO. 2905 (TRI-CITY UNITED)

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

INDEPENDENT SCHOOL DISTRICT NO. 716 (BELLE PLAINE)

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

INDEPENDENT SCHOOL DISTRICT NO. 717 (JORDAN)

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

INDEPENDENT SCHOOL DISTRICT NO. 719 (PRIOR LAKE-SAVAGE)

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE)**

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 721 (NEW
PRAGUE)**

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 108
(CENTRAL PUBLIC SCHOOLS)**

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 112
(EASTERN CARVER COUNTY SCHOOLS)**

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 110
(WACONIA)**

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 111
(WACONIA)**

By: _____
Chair

By: _____
Clerk

Approved at a meeting
of the School Board
thereof held on the
_____ day of
_____,
2020.

**INDEPENDENT SCHOOL DISTRICT NO. 877
(BUFFALO-HANOVER-MONTROSE)**

By: _____
Chair

By: _____
Clerk

**EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 0717
JORDAN, MINNESOTA**

Pursuant to due call and notice thereof, a meeting of the School Board of Independent School District No. 0717, Jordan, Minnesota, was held on the 28th day of September, 2020, at 7:00 p.m.

The following Board members were present:

and the following were absent: _____

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING JOINT POWERS AGREEMENT RELATING TO
FINANCING THE ACQUISITION, RENOVATION AND EQUIPPING OF AN
EDUCATION FACILITY IN SHAKOPEE, MINNESOTA**

WHEREAS, a proposed Joint Powers Agreement has been prepared which establishes a joint powers entity under Minn. Stat. § 471.59 by an among the SouthWest Metro Intermediate School District No. 288 (“SW Metro”) and its member school districts for the purpose of establishing a framework to finance the acquisition of real property and the renovation, betterment and equipping of the Education Facility on said real property, which is located at 4601 Dean Lakes Blvd, in the City of Shakopee, County

of Scott, Minnesota; and

WHEREAS, a copy of the proposed Joint Powers Agreement is attached and incorporated by reference.

WHEREAS, the School District is a member of SW Metro; and

WHEREAS, the administration of the School District has reviewed the proposed Joint Powers Agreement and has recommended its approval to the School Board.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 0717, as follows:

1. That the attached Joint Powers Agreement be and hereby is approved;
2. That the Chair and Clerk are hereby authorized to execute and deliver the attached Joint Powers Agreement; and
3. That in the event that less than all of the Collaborating Districts (as the term is defined in the attached Joint Powers Agreement) approve the Joint Powers Agreement, this Resolution shall be void and have no force or effect.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following _____ voted in favor thereof:

and the following voted against: _____

whereupon said resolution was declared duly passed and adopted.

