



Jordan School District #717
Health & Safety Meeting Agenda

Monday, March 22, 2021 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. Resignation - MS Teacher - Alicia Lhotka
 2. Retirement - ES Media Specialist - Diane Hesse
6. Action / Discussion Items
 1. Review and Act on Budget Reduction Recommendations 3
 2. Review and Act on Resolution Discontinuing Programming and Reducing Educational Programs and Positions 6
 3. Review and Act on Resolution Relating to the Termination and Non-Renewal of the Teaching Contract - Employee #1 7
 4. Review and Act on Resolution Relating to the Termination and Non-Renewal of the Teaching Contract - Employee #2 9
 5. Review and Act on Resolution Relating to the Termination and Non-Renewal of the Teaching Contract - Employee #3 11
 6. Review and Act on Resolution Relating to the Termination and Non-Renewal of the Teaching Contract - Employee #4 13
 7. Review and Act on Resolution Relating to the Termination and Non-Renewal of the Teaching Contract - Employee #5 15
 8. Review and Act on Resolution Relating to the Termination and Non-Renewal of the Teaching Contract - Employee #6 17
 9. Review and Act on Resolution Relating to the Termination and Non-Renewal of the Teaching Contract - Employee #7 19
 10. Review and Act on Resolution Relating to a Severance Incentive for Teachers 21

11. Review and Act on Education Identity and Access Management Board Resolution
7. Adjourn Special Meeting

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Budget Efficiencies Spring 2021

- Dual Processes inform Administrative Recommendations
 - Adjustments based on annual enrollment and staffing processes
 - Budget reductions (efficiencies)

Budget Efficiencies in Key Expenditure Areas (General Fund Unassigned)

- **District Level Administration (Target Reduction \$58,591)**

- Actual reduction **\$103,544**
 - Purchased Services
 - Staffing- Targeted Services Admin costs
 - Reductions were made Summer 2020
 - Continue to monitor

- **School Level Administration (Target Reduction \$29,957)**

- Recommended reduction **\$37,161**
 - We will not fill a full time opening in clerical and will staff the Elementary and Middle School with a shared .5 clerical position.
 - (All three buildings will have 1.5 office clerical at their site.)

- **Instruction Regular ** (Target Reduction \$397,059)**

- Recommended reduction **\$423,372**
 - Teaching positions will be reduced based on annual review of enrollment and staffing to class size ranges.

Budget Efficiencies Spring 2021

- Elem 3 positions
- MS 1 position (shifting to HS due to licensure)
- HS 1 position (reduced due to licensure shift from MS)
- 6th class pay assignments are reduced for some staff based on annual review of enrollment and staffing to class size ranges.

- **Instructional Support ** (Target Reduction \$156,715)**

- Actual reduction **\$167,632**
 - Reductions were made in Summer 2020
 - Attrition of positions and shifting of salaries to grant funds.

- **Pupil Support Services ** (Target Reduction \$213,623)**

- Recommended reduction **\$129,824**
 - Reduction of 1.0 HS Counselor position (shift to MS due to licensure)
 - We will not fill an open SSW position and will staff the MS and HS with a .5 shared SSW position.
- We have not made the recommendation to reduce this area to the Target Reduction amount.
- As we are coming off of a year with many challenges and mental health needs, we will continue to monitor this budget area and be intentional in opportunities to maximize potential additional ESSR funding in this area.

- **Operational Maintenance (no recommended reductions)**

- **Transportation (no recommended reductions)**

Budget Efficiencies Spring 2021

- **TOTAL REDUCTIONS: \$861,533**

- Reductions in key expenditure areas will improve our efforts of efficiency and stabilization of our district finances.
 - Some areas may not require reductions based on comparable spending.
 - Some may show a reduction based on annual staffing based on enrollment.

Other budget efficiencies moving forward (Different Funding Areas)

- **Curriculum \$12,000**
 - Sunset Zoom, Seesaw FY2021 funded through CARES funding. Both were one year extensions due to potential distance learning in 21-22
- **Nutrition Services \$39,462**
 - Review duty day hours based on need for 21-22
- **Special Education \$127,500**
 - Staffing reviewed annually based on need
 - Para positions through attrition
 - 1.0 FTE Teaching position
 - SLP shared with Waconia - contract not renewed
- **Activities \$19,400**
 - Reduction of some line items within activities accounts and annual updates
- We will continue to monitor all budget areas on-going

**RESOLUTION DISCONTINUING AND REDUCING
EDUCATIONAL PROGRAMS AND POSITIONS**

WHEREAS, the School Board of Independent School District No. 717, Jordan Public School District adopted a resolution on March 22, 2021, directing the administration to make recommendations for reductions in programs and positions; and

WHEREAS, said recommendations have been received and considered by the School Board.

BE IT RESOLVED, by the School Board of Independent School District No. 717, Jordan Public School District, as follows:

That the following programs and positions, or portions thereof, be discontinued:

1. Three 1.0 FTE Elementary Teacher Positions
2. 1.0 High School Social Studies Teacher Position
3. 1.0 Industrial Technology Teacher Position
4. 1.0 Counselor Position
5. 1.0 Special Education Teacher Position

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.

School Board Clerk

Date

**RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF TAYLOR SOINE,
A PROBATIONARY TEACHER**

WHEREAS, Taylor Soine is a probationary teacher in Independent School District No. 717.

BE IT RESOLVED, by the School Board of Independent School District No. 717, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Taylor Soine, a probationary teacher in Independent School District No. 717, is hereby terminated at the close of the current 2020 - 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form.

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

and the following voted against the same: _____

whereupon said resolution was declared duly passed and adopted.

School Board Clerk

Date

**NOTICE OF TERMINATION
AND NON-RENEWAL**

Taylor Soine
8375 Narcissus Street
Victoria, MN 55386

Dear Taylor Soine,

You are hereby notified that at a Special meeting of the School Board of Independent School District No. 717 held on March 22nd, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 717

Clerk of the School Board

**RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF BRITNEY SCHULZ,
A PROBATIONARY TEACHER**

WHEREAS, Britney Schulz is a probationary teacher in Independent School District No. 717.

BE IT RESOLVED, by the School Board of Independent School District No. 717, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Britney Schulz, a probationary teacher in Independent School District No. 717, is hereby terminated at the close of the current 2020 - 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form.

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

and the following voted against the same: _____

whereupon said resolution was declared duly passed and adopted.

School Board Clerk

Date

**NOTICE OF TERMINATION
AND NON-RENEWAL**

Britney Schulz
140 91st Ave NE
Blaine, MN 55434

Dear Britney Schulz,

You are hereby notified that at a Special meeting of the School Board of Independent School District No. 717 held on March 22nd, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 717

Clerk of the School Board

**RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF JESSICA HOFFMAN,
A PROBATIONARY TEACHER**

WHEREAS, Jessica Hoffman is a probationary teacher in Independent School District No. 717.

BE IT RESOLVED, by the School Board of Independent School District No. 717, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Jessica Hoffman, a probationary teacher in Independent School District No. 717, is hereby terminated at the close of the current 2020 - 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form.

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

and the following voted against the same: _____

whereupon said resolution was declared duly passed and adopted.

School Board Clerk

Date

**NOTICE OF TERMINATION
AND NON-RENEWAL**

Jessica Hoffman
12611 N Shannon Drive
Shakopee, MN 55379

Dear Jessica Hoffman,

You are hereby notified that at a Special meeting of the School Board of Independent School District No. 717 held on March 22nd, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 717

Clerk of the School Board

**RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF LEO WILLAERT,
A PROBATIONARY TEACHER**

WHEREAS, Leo Willaert is a probationary teacher in Independent School District No. 717.

BE IT RESOLVED, by the School Board of Independent School District No. 717, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Leo Willaert, a probationary teacher in Independent School District No. 717, is hereby terminated at the close of the current 2020 - 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form.

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

and the following voted against the same: _____

whereupon said resolution was declared duly passed and adopted.

School Board Clerk

Date

**NOTICE OF TERMINATION
AND NON-RENEWAL**

Leo Willaert
10100 250th Street East
Lakeville, MN 55044

Dear Leo Willaert,

You are hereby notified that at a Special meeting of the School Board of Independent School District No. 717 held on March 22nd, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 717

Clerk of the School Board

**RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF SEAN O'BRIEN,
A PROBATIONARY TEACHER**

WHEREAS, Sean O'Brien is a probationary teacher in Independent School District No. 717.

BE IT RESOLVED, by the School Board of Independent School District No. 717, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Sean O'Brien, a probationary teacher in Independent School District No. 717, is hereby terminated at the close of the current 2020 - 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form.

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

and the following voted against the same: _____

whereupon said resolution was declared duly passed and adopted.

School Board Clerk

Date

**NOTICE OF TERMINATION
AND NON-RENEWAL**

Sean O'Brien
15100 Cherry Lane
Burnsville, MN 55306

Dear Sean O'Brien,

You are hereby notified that at a Special meeting of the School Board of Independent School District No. 717 held on March 22nd, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 717

Clerk of the School Board

**RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF MAX HAAKONSON,
A PROBATIONARY TEACHER**

WHEREAS, Max Haakonson is a probationary teacher in Independent School District No. 717.

BE IT RESOLVED, by the School Board of Independent School District No. 717, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Max Haakonson, a probationary teacher in Independent School District No. 717, is hereby terminated at the close of the current 2020 - 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form.

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

and the following voted against the same: _____

whereupon said resolution was declared duly passed and adopted.

School Board Clerk

Date

**NOTICE OF TERMINATION
AND NON-RENEWAL**

Max Haakonson
801 Division Street W
Faribault, MN 55021

Dear Max Haakonson,

You are hereby notified that at a Special meeting of the School Board of Independent School District No. 717 held on March 22nd, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 717

Clerk of the School Board

**RESOLUTION RELATING TO THE TERMINATION
AND NONRENEWAL OF THE TEACHING CONTRACT
OF SHELBY THINER,
A PROBATIONARY TEACHER**

WHEREAS, Shelby Thiner is a probationary teacher in Independent School District No. 717.

BE IT RESOLVED, by the School Board of Independent School District No. 717, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Shelby Thiner, a probationary teacher in Independent School District No. 717, is hereby terminated at the close of the current 2020 - 2021 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form.

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

and the following voted against the same: _____

whereupon said resolution was declared duly passed and adopted.

School Board Clerk

Date

**NOTICE OF TERMINATION
AND NON-RENEWAL**

Shelby Thiner
524 Bradbury Circle
Jordan, MN 55352

Dear Shelby Thiner,

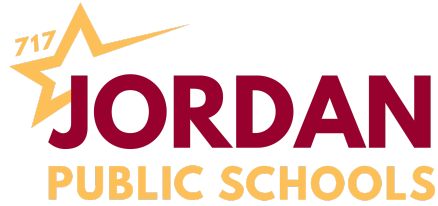
You are hereby notified that at a Special meeting of the School Board of Independent School District No. 717 held on March 22nd, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 – 2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract.

Yours very truly,

SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 717

Clerk of the School Board



Executive Summary: MOU-Teacher One-Time Severance Incentive

Submitted by: Amy Hafemann, Director of Finance

Jordan Public Schools has proposed a One-Time Severance Incentive package to the Jordan Education Association. This MOU will be a one time offer and if there are teachers interested in this incentive package, they will need to submit an application and an irrevocable written letter of resignation by 4:00PM April 9, 2021.

To be eligible for for this One Time Incentive package, a teacher must:

1. Been a full time teacher for at least fifteen (15) years, continuous teaching service in the district during the most recent twenty (20) years
2. Be fifty-five (55) years of age as of June 30, 2021
3. Had to have been a 1.0 FTE in the school district the entire school year preceding the effective date of resignation

Teachers interested in pursuing this package and meet the qualifications will receive:

1. \$7,500 contribution into their VEBA account in 2 installments; July 2021 and January, 2022
2. Single Dental Insurance plan for no longer than six (6) years or until he/she becomes eligible for Medicare, whichever occurs first
3. Term Life Insurance Policy for \$100,000 for no longer than six (6) years or until he/she becomes eligible for Medicare, whichever occurs first

This is a one time package and will expire at 4:00PM, April 9, 2021

It is my recommendation that the Board of Education approve this MOU Teacher One-Time Incentive Package.

**TEACHER APPLICATION FOR
ONE-TIME SEVERANCE INCENTIVE**

Date of Application: _____

I, _____, make application to the School Board of Independent School District No. 717, Jordan, Minnesota for the one-time severance benefit incentive offered by the School District. In accordance with my application, I hereby certify that I meet all of the eligibility requirements for the severance benefit as set forth by the Memorandum of Understanding (“MOU”) adopted by the School Board on or about March 22, 2021, and I understand and agree that the severance benefit is subject to all of the provisions contained in Minnesota Statutes, section 465.72 and the MOU. I submit this application freely and voluntarily and understand that the School Board will approve or deny my application within thirty (30) days of receiving it.

Consequently, I hereby submit my irrevocable resignation, effective at the end of the 2020-2021 school year and apply for severance benefits consisting of a one-time School District contribution of Seven Thousand Five Hundred dollars (\$7,500) to be deposited into a VEBA account in two equal installments and employer paid group dental and life insurance provided by the School District for up to six (6) years from the effective date of my resignation from the School District or until I become eligible for Medicare, whichever occurs earlier. I understand and agree that if I become eligible for group dental insurance benefits through a subsequent employer, I must provide the School District with notice as to the first date of my new employment and that the School District shall no longer be obligated to provide and pay for group dental insurance benefits on my behalf. I further understand and agree that if I fail to timely notify the School District of my eligibility for group dental insurance through another employer, I will be obligated to the School District for any premium payments for such insurance made on my behalf from the first date of employment by another employer offering these benefits.

I further understand and agree that the School District makes no representations regarding the tax treatment of such payment and that I am responsible for any and all applicable taxes. I further understand that to be eligible to receive this benefit, an agreement outlining the terms and conditions of my resignation and the severance benefit must be approved and executed by me, my union representative and the School Board. In the event that my application and/or the aforementioned agreement is not approved for any reason, I may withdraw my resignation.

Signed: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between Independent School District No. 717, Jordan, Minnesota (“School District”) and Education Minnesota, Jordan (“Association”), exclusive representative of teachers in the appropriate unit, and the parties agree as follows:

1. The School District and the Association are parties to a Master Agreement between Independent School District No. 717, Jordan, Minnesota and Education Minnesota, Jordan, effective July 1, 2019 through June 30, 2021 (“CBA”).

2. The intent of this MOU is to improve the School District’s financial status, protect jobs and provide greater employee stability by allowing a one-time additional severance opportunity for the benefit of those teachers who have had extended employment with the School District but do not meet the requirements for early retirement pursuant to Article 15, Section 4, of the CBA and who would have an interest in terminating their employment to retire or explore other opportunities.

3. In accordance with and subject to Minnesota Statutes, section 465.72, the School District has determined to offer a one-time incentive program for those teachers who are members of the appropriate unit as set forth in the CBA, who are not eligible for or otherwise sought early retirement benefits pursuant to Article 15, Section 4 of the CBA and who meet the following additional criteria for eligibility:

- A. The teacher has at least fifteen (15) total years of full-time continuous teaching service in the School District during the most recent twenty (20) years. For purposes of this MOU, continuous service is defined as continuous years employed in the School District as a teacher. A year of approved paid leave shall not be counted as a year employed; however, the approved unpaid leave shall not break a period of otherwise continuous service for purposes of qualifying for the benefits provided in this MOU;
- B. The teacher has or will have attained the age of fifty-five (55) years of age as of June 30, 2021;
- C. The teacher was employed full-time at a 1.0 FTE by the School District during the entire school year immediately preceding the effective date of resignation;
- D. The teacher submits his/her written irrevocable resignation, effective at the end of the 2020-2021 school year; and

E. The teacher agrees not to apply for reemployment in a teaching position, other than as a substitute teacher, with the School District, except as provided in paragraph 7.

4. The severance incentive program as provided in this MOU is available only to teachers who are eligible pursuant to Paragraph 3 and who submit the attached application applying for severance of employment with an irrevocable resignation at the end of the 2020-2021 school year pursuant to this MOU. To be effective, the application and irrevocable written resignation must be submitted to the School District between the date of execution of this MOU and April 9, 2021. The documentation required by this paragraph must be received and date stamped by the School District's Superintendent 4:00 p.m. on April 9, 2021.

5. Those teachers who qualify for the severance incentive benefit as provided in paragraph 3 of this MOU, and have submitted an irrevocable written resignation within the window period as provided in Paragraph 4 hereof, in exchange for the resignation of the eligible teacher, shall receive benefits as follows:

A. The School District shall pay severance to the eligible teacher in the form of a one-time total contribution to the eligible teacher's VEBA account in an amount of Seven Thousand Five Hundred dollars (\$7,500). The School District shall make the severance payment to the teacher in two equal installments of Three Thousand Seven Hundred and Fifty dollars (\$3,750) each, with the first payment deposited into the teacher's VEBA account between July 1, 2021 and July 31, 2021, and the second payment deposited to the teacher's VEBA account no later than January 15, 2022.

B. The School District shall provide the eligible teacher with single dental insurance coverage under the School District's current group dental insurance plan, for teachers who are enrolled in the School District's group dental plan, at the full cost to the School District. The eligible teacher shall be provided group dental insurance coverage from the School District for a period of no longer than six (6) years from the date of termination of employment or until the teacher becomes eligible for Medicare, whichever occurs first. The parties understand that the School District's sole obligation is to purchase the insurance policy and pay the premiums as set forth above. The dental insurance benefits provided under this agreement are subject to the obligations and limitations imposed by the School District's dental insurance carrier. No claim for payments may be made against the School District as a result of any denial of insurance benefits by the insurance carrier. If the teacher becomes eligible for group dental insurance through a subsequent employer during the effective dates set forth in this paragraph, the teacher shall be obligated to notify the School

District of eligibility for these benefits and the School District shall no longer be obligated to provide the benefits in Paragraph 5.B. to the teacher. The teacher's failure to timely provide the School District with this notice shall entitle the School District to reimbursement of the cost of the premiums paid on behalf of the teacher as of the date of the first date of the employee's subsequent employment where this benefit is made available

- C. The School District shall provide the eligible teacher with a \$100,000 term life insurance policy at the full cost to the School District. The eligible teacher shall be provided life insurance coverage from the School District for a period of no longer than six (6) years from the date of termination of employment or until the teacher becomes eligible for Medicare, whichever occurs first. The parties understand that the School District's sole obligation is to purchase the insurance policy and pay the premiums as set forth above. The life insurance benefits provided under this agreement are subject to the obligations and limitations imposed by the School District's life insurance carrier. No claim for payments may be made against the School District as a result of any denial of insurance benefits by the insurance carrier.
- D. In the event that the eligible teacher dies after submission of a resignation but before all or a portion of the payments referred to in Paragraph 5.A. are made, the School District will make the balance of the severance payments set forth in Paragraph 5.A., in cash, in a lump sum amount, payable to the teacher's named beneficiary or, lacking one, the deceased's estate in accordance with and to the extent authorized by law.
- E. The eligible teacher shall not be entitled to severance pay as provided in this MOU if the teacher is proposed for and/or discharged or terminated prior to the effective date of his/her resignation.

6. The severance incentive benefits, as provided in this MOU, are in addition to severance or other benefits, if any, as provided in the CBA between the parties, with the exception of those early retirement benefits provided to teachers pursuant to Article 15, Section 4 of the CBA.

7. To the extent a teacher subsequently becomes reemployed in a regular teaching position by the School District, the teacher's first date of service, for purposes of eligibility for any severance or retirement benefit under the CBA, shall be the date of reemployment and not the teachers' original date of employment with the School District.

8. The parties acknowledge that the School Board of the School District has the complete discretion to approve or deny an eligible teacher's application for

termination of services and payment of severance pay and, to the extent such application is denied or this MOU is not approved for any reason, the eligible teacher may withdraw his or her resignation.

9. The parties agree that the School District made no representations regarding any tax treatment relative to the severance payment.

10. This MOU does not constitute a reopening of the CBA or reopening of negotiations, shall not be considered a part of the CBA between the parties and shall not be construed as a past practice. This MOU shall sunset at 4:00 p.m. on April 9, 2021, and shall not be applicable to any eligible teacher who has not exercised the written requirements under this MOU within the window period as provided herein.

EDUCATION MINNESOTA, JORDAN

Dated: 3/22, 2021

By: Anne Ojano
Its: President

**INDEPENDENT SCHOOL DISTRICT
NO. 717, JORDAN**

Dated: _____, 2021

By: _____
Its Chair

Dated: _____, 2021

By: _____
Its Clerk

RRM: 397854

Board Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO A SEVERANCE INCENTIVE FOR TEACHERS

WHEREAS, Minnesota Statutes, section 465.72 allows a school district to pay severance to its employees and adopt rules for the payment of severance to those employees who leave employment with the school district; and

WHEREAS, the School Board proposes to offer a limited one time financial incentive to eligible teachers who are not otherwise eligible for an early retirement incentive pursuant to the applicable terms of their collective bargaining agreement, in the amount of \$7,500, plus employer paid group dental and term life insurance for up to six years or eligibility for Medicare, whichever occurs earlier, to teachers who are eligible and resign their employment prior to the end of the 2020-2021 school year; and

WHEREAS, the School Board proposes to set forth the eligibility criteria and procedures for acceptance of the offer.

NOW THEREFORE, BE IT RESOLVED, by the School Board of Independent School District No. 717, Jordan, as follows:

1. In order to be eligible for the severance incentive, a teacher must meet all of the following criteria:
 - a. The teacher is not eligible for or otherwise sought early retirement benefits pursuant to Article 15, Section 4 of the Master Agreement between Independent School District No. 717, Jordan, and Education Minnesota, Jordan (“CBA”);
 - b. The teacher has at least fifteen (15) total years of full-time continuous teaching service in the School District during the most recent twenty (20) years. Continuous service is defined as continuous years employed in the School District as a teacher. A year of approved paid leave shall not be counted as a year employed; however, the approved unpaid leave shall not break a period of otherwise continuous service for purposes of qualifying for the severance incentive;
 - c. The teacher has or will have attained the age of fifty-five (55) years of age as of June 30, 2021;

- d. The teacher was employed full-time at a 1.0 FTE by the School District during the entire school year immediately preceding the effective date of resignation;
- e. The teacher submits his/her written irrevocable resignation, effective at the end of the 2020-2021 school year; and
- f. The teacher agrees not to apply for reemployment in a teaching position, other than as a substitute teacher, with the School District;

2. As a further requirement for the severance incentive eligibility, the qualified individual teacher must execute and provide to the School District an application and for receipt of the severance incentive and the representative of School District teachers must execute a memorandum of understanding (“MOU”) setting forth in full the terms and conditions for payment of the severance incentive. The signed applications and MOU must be delivered and received by Ranae Case Evenson, Superintendent, Independent School District No. 717, 500 Sunset Drive, Jordan, MN 55352, no later than 4:00 p.m. on April 9, 2021.

3. The School Board hereby approves and authorizes its Board Chair and Clerk to approve the attached MOU and teacher application form pertaining to the teacher severance incentive.

The motion for the adoption of the foregoing resolution was duly seconded by _____ . On a roll call vote, the following voted in favor:

and the following voted against: _____

whereupon said resolution was declared duly passed and adopted.

 School Board Clerk

 Date



NOTE: Please complete the following board resolution language using your organization’s letterhead.

Education Identity & Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local education agency that uses the Education Identity Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local education agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user’s assigned job duties, and will revoke that user’s access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local education agency or organization (the Superintendent or Director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).

Designation of the Identified Official with Authority for Education Identity Access Management

Organization Name: Jordan Public School District

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): 0717-01

The Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: Ranae Case Evenson

Title: Superintendent

Board Member Signature:

Name: _____

Date: _____

Once the EDIAM Board Resolution is completed, scan and send it to: useraccess.mde@state.mn.us