

Work Session will begin 15 minutes after adjournment of the Business Meeting.

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| 1. FY24 Mid-Year Budget Revisions (30 minutes) | 2 |
| <i>Marti Voight, Interim Superintendent</i> | |
| <i>Virginia Verbrugge, Assistant Director of Finance</i> | |
| 2. School Resource Officers (SROs) (30 minutes) | 4 |
| <i>Kim Holmes, School Board Vice Chair</i> | |
| <i>Marti Voight, Interim Superintendent</i> | |
| <i>Bo Powell, Director of Security</i> | |
| 3. Board Topics | |
| <i>ReNae Bowman, School Board Chair</i> | |
| A. New Superintendent Contract (2-3 hours) | 16 |



To: Board of Education
From: Assistant Director of Finance Virginia Verbrugge
Date: April 2, 2024
Re: FY24 Mid-Year Budget Revisions

Background:

As you are aware, the initial fiscal year (FY) 2023-24 budget projections were based on estimates and projections, including enrollment numbers, anticipated revenues, expected expenditures, as well as an analysis of previous budgets.

Recent negotiations, inflation and other unforeseen circumstances have increased our FY2023-24 costs, and has led to expenditures exceeding the projected budget.

Revised Budget Adjustments:

Our unrestricted budget in the general fund is the pot of money we use for our day-to-day operations.

After updates and revisions, the general fund balance of \$19,402,444 is projected to be \$17,581,919, which is a reduction of \$1,820,525.

Reasons for Revision:

Despite our best efforts to accurately forecast expenses, several factors have contributed to additional costs and less revenue:

- **Negotiations:** Negotiations with employee unions or service providers have resulted in higher-than-expected expenses. This included salary increases, benefits adjustments, and contract negotiations at rates exceeding our initial estimates.
- **Inflation:** Inflation has led to higher costs for goods and services, impacting our operational expenses across various departments.
- **Unforeseen costs:** Unexpected circumstances, such as repairs to school facilities, broken equipment, addressing additional needs of students and staff have required additional expenditures not accounted for in the original budget.
- **Declining enrollment:** Our estimated end-of-year enrollment of 10,650 ADMs is down 107 compared to projections.

Timeline:

- Tuesday, April 2, 2024: Work Session: overview of the revised FY2023-24 budget
- Monday, April 15, 2024: Non-Action: overview of the revised FY2023-24 budget
- Monday, May 6, 2024: Action: revised FY2023-24 budget

ROBBINSDALE
Budget Overview
Revised Budget Summary 2023-24

General Fund - 01	July 1, 2023	Revenues	Expenditures	Transfers	June 30, 2024 Proj. Balance	Net Increase or Decrease
Unassigned - 422	7,981,091	181,955,131	184,978,307	1,040,000	5,997,915	(1,983,176)
	4.11%				2.91%	
Restricted						
Student Activities - 401	105,948	59,860	53,874	-	111,934	5,986
Scholarships - 402	472,847	24,500	7,234	-	490,113	17,266
Staff Development - 403	-	1,668,636	1,668,636	-	-	-
Capital Projects Levy - 407	4,696,692	5,863,119	5,156,637	(540,000)	4,863,174	166,482
Operating Capital - 424	3,625,186	5,867,881	6,533,554	-	2,959,513	(665,673)
Learning & Development - 428	-	2,237,220	2,216,261	-	20,959	20,959
Gifted & Talented - 438	-	151,949	151,949	-	-	-
Achievement & Integration - 448	-	2,903,055	2,903,055	-	-	-
Safe Schools - 449	43,618	569,705	80,170	(500,000)	33,153	(10,465)
Long-Term Fac Maint - 467	(679,834)	2,156,730	1,028,121	-	448,775	1,128,609
Medical Assistance - 472	539,595	840,000	1,340,513	-	39,082	(500,513)
Subtotal Restricted	8,804,052	22,342,655	21,140,004	(1,040,000)	8,966,703	162,651
Nonspendable						
Prepays	1,054,268	-	-	-	1,054,268	-
Subtotal Nonspendable - 460	1,054,268	-	-	-	1,054,268	-
Assigned Funds						
Assigned - " "	1,563,033	-	-	-	1,563,033	-
Subtotal Assigned - 462	1,563,033	-	-	-	1,563,033	-
Total General Fund	19,402,444	204,297,786	206,118,311	-	17,581,919	(1,820,525)
Food Service Fund - 02						
Nonspendable						
Inventory	85,916	-	-	-	85,916	-
Subtotal Nonspendable - 460	85,916	-	-	-	85,916	-
Restricted - 464	4,541,849	7,766,361	9,655,521	-	2,652,689	(1,889,160)
Total Food Service	4,627,765	7,766,361	9,655,521	-	2,738,605	(1,889,160)
Community Services - 04						
Restricted - 464	10,433	50,000	50,274	-	10,159	(274)
Restricted / Reserved						
Community Ed - 431	2,277,532	6,190,784	6,577,909	-	1,890,407	(387,125)
ECFE - 432	453,920	1,570,210	1,308,008	-	716,122	262,202
Adult Basic Ed - 447	386,935	1,786,445	1,836,533	-	336,847	(50,088)
School Readiness - 444	256,911	1,169,187	1,258,917	-	167,181	(89,730)
Restricted/Reserved - Subtotal	3,375,298	10,716,626	10,981,367	-	3,110,557	(264,741)
Unassigned - 463	-	-	-	-	-	-
Total Community Education	3,385,731	10,766,626	11,031,641	-	3,120,716	(265,015)
Construction - 06						
Restricted/Reserved						
LTFM - 467	9,242,385	-	9,242,385	-	-	(9,242,385)
Restricted/Reserved - Subtotal	9,242,385	-	9,242,385	-	-	(9,242,385)
Restricted - 464	261,494	20,410,680	9,287,965	-	11,384,209	11,122,715
Total Construction Fund	9,503,879	20,410,680	18,530,350	-	11,384,209	1,880,330
Debt Service - 07						
Restricted - 464	1,472,162	20,736,408	19,667,708	-	2,540,862	1,068,700
Total Debt Service Fund	1,472,162	20,736,408	19,667,708	-	2,540,862	1,068,700
Internal Service - 20	414,871	21,000,000	20,250,000	-	1,164,871	750,000
OPEB Irrevocable Trust - 45	13,012,718	550,000	1,015,496	-	12,547,222	(465,496)
OPEB Debt Service - 47	497,528	2,750,000	2,630,000	-	617,528	120,000
Total All Funds:	52,317,098	288,277,861	288,899,027	-	51,695,932	(621,166)



To: Board of Education
From: Safety & Security Ad Hoc Committee
Date: Mar 28, 2024
Re: Meeting with Police Chiefs & SRO Update

On Wednesday March 27, 2024, the Safety & Security Ad Hoc Committee met with Police Chiefs Fadden (Plymouth), Foley (Robbinsdale), Hoyt (New Hope), and Revering (Crystal) regarding the School Resource Officer bill that was signed on March 24, 2024.

The conversation included discussion surrounding the language used in the bill, mandatory training for school resource officers (SRO's) as well as concerns surrounding assigned responsibilities and authority in schools.

Interim Superintendent Voight and Director Powell, along with the Police Chiefs, recommend the Board reinstate SRO's into Cooper High School, Armstrong High School and Plymouth Middle School as soon as possible.

The following information was provided:

- SRO's from the cities within District 281 all are required to complete one week of training from the National Association of School Resource Officers. Details on the training can be found here [NASRO Basic Training](#)
- Use of force in schools is stated by the Chiefs as "rare" and as a last resort. The ban on chokeholds remains. Additional information on MN Statute 609.06 Authorized Use of Force can be found here [MN Statute 609.06](#)
- Handout provided by Police Chief Hoyt overviewing the recent legislative changes. Handout can be found here [PATROL Handout](#)
- A template SRO policy is being developed but will not be available until approximately December 2024

- By January 15, 2025 the new law requires that SRO's receive specific training on various topics including de-escalation, responding to mental health crises as well as the impact of childhood trauma on juvenile behavior. Details can be found here [CHAPTER 78--H.F.No. 3489](#). Chiefs stated their respective departments and officers already receive extensive training including the week long National Association of School Resource Officer training
- The new law states SRO's are NOT employees of the District which means officer may use restraint if necessary
- SRO's do NOT wear police uniforms but DO wear body cameras
- SRO's cannot be used to discipline students for violating school policy
- Police Chiefs stated each have incident review processes in place when an SRO report is filed ex. Report filed - passed to immediate supervisor to review for policy violations and incident details - final review by Captain
- The decision of **when** to engage a SRO is determined by each school administrator. SRO's will engage based on their training and professional experience and **will NOT be directed by the administrator**. Ex. administrator is NOT allowed to direct an SRO to 'put their hands on' a student
- New Hope Police Chief Hoyt meets two times a week with a student Multicultural Advisory Committee (MAC) consisting of approximately 11-12 students. Students set the agenda and ask questions of the Police Chief. Discussions include: problems the students are seeing, racial issues, questions to patrol officers and most recently testifying at the MN Legislature in support of SRO's
- Director Powell is a participant of the Robbinsdale Police Chief's Multicultural Advisory Committee
- New Hope Police Chief also works with a community Multicultural Advisory Committee which includes staff from District 281 as well as other community members such as pastors and professionals
- \$54,254 (\$13,564 per SRO) is the cost to place SRO's in CHS (2), AHS and PMS for the remainder of the school year (approximately 40 days). AHS SRO's will support PMS.

- FAIR Crystal has not had a SRO in use since approximately 2019 due to decreased enrollment. Currently has a Jr. Officer 'checking in' with the school. Chief Revering asked Interim Superintendent Voight to consider if a part-time officer is needed at the school
- The city of Robbinsdale currently does NOT have staffing for a SRO to be placed in RMS. A patrol officer does stay in contact with the school administration and some staff. Chief Foley stated he may have adequate staffing by September 2024 to place a SRO

The above, along with next steps, will be discussed in greater detail during Tuesday, April 2nd's Board work session.

Thank you for your attention to this memo.

Subject: School Resource Officers—2024
Legislative Changes

Principal Issues: New legislation affecting school resource officers; use of force by SROs; authority and liability issues; policy and training requirements.

Date Issued: March 26, 2024

Prepared By: League of Minnesota Cities
Insurance Trust

Introduction:

On March 15, 2024, school resource officers (SROs) in Minnesota began operating under a new legal framework. This results from recently passed legislation that rewrites last year's rules on the use of force by SROs and also imposes new requirements for SRO contracts, policies, and training. You can review the new legislation [here](#).

The definition and duties of an SRO:

The 2024 amendments create a new section 626.8482 that regulates school resource officers.¹ It defines an SRO as “a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer’s regular responsibilities through the terms of a contract entered between the peace

officer’s employer and the designated school district or charter school.”² The new law also sets out some channel markers on SRO duties. It specifies seven areas of responsibility that must be included in contracts for SRO services. These include enforcing the criminal laws, protecting those on school grounds, and “fostering a positive school climate through relationship building and open communications. . . .”³ Agencies and districts may contract for SROs to perform additional duties,⁴ but the law draws a firm line against them serving as disciplinarians in schools. The law prohibits SROs from using force or the authority of their office solely to enforce school rules or policies, and also prohibits them from participating in the administration of discipline.⁵ This should help protect officers from situations where they may feel pressured to act but lack any authority as peace officers to do so.⁶

Use of force:

The 2024 legislation rewrites the rules that were put in place last year on the use of force by school resource officers. As background, Minnesota Statutes sections 121A.58 and 121A.582 are parts of the student discipline laws. They regulate the use of force by school personnel and prohibit employees and agents of a school district

¹ 2024 Minn. Laws Ch. 78, § 9.

² *Id.*

³ The following duties must be included in a contract for SRO services: “(1) fostering a positive school climate through relationship building and open communication; (2) protecting students, staff, and visitors to the school grounds from criminal activity; (3) serving as a liaison from law enforcement to school officials; (4) providing advice on safety drills; (5) identifying vulnerabilities in school facilities and safety protocols; (6) educating and advising students and staff on law enforcement topics;

and (7) enforcement of criminal laws.” *Id.* §§ 5, 6, and 9.

⁴ *Id.*, § 9 (to be codified at § 626.8482, subd. 2(b)).

⁵ *Id.* (to be codified at Minn. Stat. § 624.8482, subd. 2(c)).

⁶ *E.g., Thomas v. Barze*, 57 F. Supp. 3d 1040 (D. Minn. 2014) (denying summary judgment to officers assigned to monitor a school lunchroom where the evidence left the possibility open that they seized the plaintiff student for being disrespectful).

from administering corporal punishment. In 2023, the legislature amended section 121A.58 by adding new restrictions against the use of prone and compressive restraint, and by explicitly naming SROs as “agents” of a school district who were governed by these restrictions.⁷ The 2024 amendments undo these changes as to SROs; sections 121A.58 and 121A.582 now include language specifying that they do not cover school resource officers.⁸ This means that the student discipline laws (as well as the special education laws) now leave SROs with the authority to use force granted to them by section 609.06, subdivision 1(1).⁹ Section 609.06 continues to prohibit the use of “choke holds” and certain other forms of restraint except when deadly force is authorized.¹⁰ Learning objectives and a POST model policy for SROs, yet to be developed, will encourage de-escalation and minimizing the use of prone restraint.¹¹

Other authority and liability issues:

Section 626.8482, subdivision 2(d) is comprised of three clauses that explain what this new law does *not* do, to guard against it being applied in ways not intended by the Legislature.

The first clause provides that subdivision 2, with its list of duties that must be included in SRO contracts, does not limit “any other duty or responsibility imposed upon peace officers”¹² This language ensures that school resource officers are recognized as having the same authority as other peace officers who perform their duties outside of the school setting. The Minnesota Court of Appeals has interpreted this duties-imposed-by-law language as encompassing the authority to not only enforce the criminal laws, but also to address breaches of the peace and carry out other tasks that are “legitimately calculated to protect the health, safety, and general welfare of the public.”¹³ Along these same lines, section 609.06, subdivision 1(1)(iv), provides officers with the authority to use reasonable force when carrying out a duty imposed by law.

The second and third clauses are aimed at ensuring that nothing in subdivision 2 undermines the common law protections against liability that apply to peace officers generally. The second clause preserves official immunity by providing that the subdivision, by listing out the duties of a school resource officer, does not limit SROs in the exercise of their “professional

⁷ 2023 Minn. Laws Ch. 55, Art. 2, § 36.

⁸ 2024 Minn. Laws Ch. 78, §§ 1, 4.

⁹ The 2023 changes to the student discipline laws affecting the use of force by school resource officers have effectively been repealed. *Supra* note 8. Next, sections 125A.0941-.0942 of the special education laws restrict the use of restraint toward students with disabilities. In particular, section 125A.0942, subdivision 4(9)-(10), restricts the use of compressive and prone restraint. But subdivision 6 of section 125A.0942 provides, “Nothing in this section... precludes the use of reasonable force under section[] ... 609.06, subdivision 1....” This appears to unambiguously relieve officers of any restriction that section 125A.0942 might otherwise place on the use of reasonable force by officers in a school setting. Indeed, the Attorney General opined in 2023 that parallel language in the student discipline laws meant that section 609.06 was

controlling as to an officer’s authority to use force. Op. Atty. Gen. 169f (September 20, 2023) at 3 (“Similarly, because chapter 609.06 is referenced in section 121A.58, subdivision 3 . . . the restrictions on prone and compressive restraint do not apply under the circumstances enumerated in section 609.06, subdivision 1(1).”)

¹⁰ Minn. Stat. § 609.06, subd. 3.

¹¹ 2024 Minn. Laws Ch. 78, § 9 (to be codified at Minn. Stat. § 626.8482, subs. 4 and 5).

¹² *Id.*, § 9 (to be codified at Minn. Stat. § 626.8482, subd. 2(d)).

¹³ *State v. Ivy*, 873 N.W.2d 362, 368 (Minn. Ct. App. 2015) (quoting *In re Claim for Benefits by Sloan*, 729 N.W.2d 626, 629-30 (Minn 2007), *superseded by statute as recognized in City of Waite Park v. Weeres*, No. A22-0956, 2023 WL 3939565, 2023 Minn. App. Unpub. LEXIS 482, *9 (Minn. Ct. App. June 12, 2023).

judgment and discretion.”¹⁴ The third clause quells concerns that SROs might be held liable for negligently failing to protect people on school grounds. It does so by specifying that the duty owed to those on school grounds is no different than the duty that officers have to the public in general. While protecting the public is a core job responsibility, breaching this duty will generally not serve as the basis for a negligence action against an officer.¹⁵ However, an exception can arise under certain circumstances, such as when you represent to people that you will protect them, and they rely on your offer of help to their detriment.¹⁶

Training and policy requirements:

The POST Board is directed to develop learning objectives for school resource officers by January 15, 2025.¹⁷ Beginning September 1, 2025, and subject to certain exceptions, SROs will need to complete a designated training course before assuming their duties.¹⁸ Officers who complete a designated SRO course before that date may need to take supplemental training, by June 1, 2027, so that they have received instruction covering all applicable learning objectives.¹⁹ The POST Board is directed to develop a model SRO policy by December 31, 2024.²⁰ Agencies with SRO programs must implement a policy that is identical or substantially similar to the model by September 1, 2025.²¹

¹⁴ See *Pletan v. Gaines*, 494 N.W.2d 38, 40 (Minn. 1992) (official immunity protects officers exercising independent judgment and discretion); *Hyatt v. Anoka Police Department*, 700 N.W.2d 502, 507 (Minn. Ct. App. 2005) (official immunity protects discretionary decisions “involving... individual professional judgment ...”)

¹⁵ *Cracraft v. City of St. Louis Park*, 279 N.W.2d 801, 804 (explaining that the public duty doctrine is a “corollary to a basic tenant of negligence law: general duties owed to the entire public rather than a specific class of persons cannot form the basis of a negligence action.”).

¹⁶ *Dahlheimer v. Dayton*, 441 N.W.2d 534, 538 (Minn. Ct. App. 1989) (it was unreasonable for a

homeowner to take no action to safeguard his property when the fire chief represented only that the department would “attempt” to save this property from the fire).

¹⁷ 2024 Minn. Laws. Ch. 78, § 9.

¹⁸ *Id.* The courses designated for SRO training are the: (1) School Safety Center standardized Basic School Resource Officer Training, or (2) National School Resource Officer Basic School Resource Officer course.

¹⁹ *Id.* (to be codified at Minn. Stat. § 626.84582, subd. 3(b)).

²⁰ *Id.* (to be codified at Minn. Stat. § 626.8482, subd. 5).

²¹ *Id.* (to be codified at Minn. Stat. § 626.8482, subd. 6).

**SCHOOL RESOURCE OFFICER AGREEMENT BY AND BETWEEN THE
INDEPENDENT SCHOOL DISTRICT 281 AND THE CITY OF XXX**

THIS SCHOOL RESOURCE OFFICER AGREEMENT (“**Agreement**”) is made by and between the INDEPENDENT SCHOOL DISTRICT 281, a Minnesota school district, (“**School District**”) and the CITY OF XXX a Minnesota municipal corporation (“**City**”). The District and City may be identified individually as a “Party” or collectively as the “Parties.”

Recitals

- A. Independent School District 281 and the City desire the creation of a high-quality learning environment for students, staff and families. As such, we are entering into this agreement to engage the services of a school resource officer (“**SRO**”) from the City’s police department. While this Agreement refers to a single SRO, more than one SRO may be provided and the terms of this Agreement shall apply to each such SRO.
- B. The Safe Schools Levy provides monetary funds to school districts to hire school resource officers to help address safety related issues within schools.
- C. To that end, the School District desires to obtain the services of, and the City agrees to provide, SRO(s) in accordance with the terms and conditions of this Agreement.

Agreement

In consideration of the terms and conditions contained herein, the Parties hereby agree as follows:

1. **SRO SERVICES.** The City agrees to provide the School District a SRO to provide services at the school identified herein, and the School District agrees to provide funding for the SRO, in accordance with the terms and conditions of this Agreement.
2. **TERM.** The Term of this Agreement shall be for a twelve (12) month period from July 1, 202x to June 30, 202x.
3. **TERMINATION.** Either Party may terminate this Agreement upon a sixty (60) days written notice to the other of such termination. In the event of a termination, any payments due to the City shall be prorated based on the period of SRO services provided.
4. **LEVY.** The School District will levy the maximum amount permitted by law to the property tax payers in the School District to help fund the SRO position.
5. **PROGRAM FUNDING.** The School District will meet with the Chief Law Enforcement Officer, or designee, of the City to discuss the allocation of available funds to support the SRO services. The City will invoice the School District for the first half of the payment on January 1 and for the second half of the payment on June 30. The funding the School District shall provide to the City for the 202x-202x school year will be XXX per full time equivalent (“**FTE**”) SRO provided by the City (“**FTE Funding**”). Pursuant to paragraph 7, the

City will document all days the SRO is not on site and discount the first or second half payment at a rate of \$XXX per day. Notwithstanding the termination provision contained herein, the City may terminate this Agreement upon ten (10) days written notice of termination to the School District if the City determines the School District does not have sufficient funds to pay the FTE Funding.

6. SCHOOLS SERVED. NAME AND ADDRESS OF SCHOOL (“School”) will receive SRO services under this Agreement.

7. NUMBER OF SROs. The City will assign # (X) FTE police officer to serve as the SRO at the School during the regular school year. The City will work collaboratively with the school district to determine which of its police officers to assign to serve as the SRO under this Agreement. The number of police officers serving in the SRO position at the School may be modified at any time upon the written agreement of the City and the School District. The provision of all such SROs shall be subject to the terms and conditions of this Agreement. The School District agrees to pay the City the FTE Funding amount for each FTE SRO provided at the School. There will be no SRO(s) when the school district is in distance learning at any of the schools. No payments will be made to the cities when SROs are not on site.

8. RELATIONSHIP OF THE PARTIES. The SRO assigned to the School District is an employee of the City and will not be considered an employee of the School District. The SRO will be subject to the control, supervision, policies, procedures, and general orders of the City and its Police Department as well as the policies and procedures of Independent School District 281. At all times, the SRO will be considered law enforcement for the purposes where the law requires school districts to make referrals to law enforcement. It is agreed that nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Neither party agrees to accept responsibility for the acts of the other Party or of the other Party’s officers, personnel, employees, agents, contractors, or servants. Any claims arising out of the employment or alleged employment, including without limitation claims of discrimination, by or against a Party’s officers, personnel, employees, agents, contractors, or servants will in no way be the responsibility of the other Party. Neither Party will have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each Party will be in its own name and not in the name of the other, unless otherwise provided herein.

9. COMPENSATION TO SRO. The City will be responsible for all payments regarding compensation, benefits, pension plans and withholdings for its officer serving as the SRO at the School. The Parties will, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. Neither of the Parties, nor its personnel, employees, agents, contractors, or servants, shall be entitled to any benefits of the other. The Parties will not provide any insurance coverage to the other or their employees including, but not limited to, workers’ compensation insurance. Each Party will pay all wages, salaries and other amounts due its employees and will be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers’ compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters.

10. DUTIES AND EVALUATION OF THE OFFICER. The law enforcement services provided to the School District by the SRO will be at the sole discretion of the City. Officer standards of performance, conduct and discipline of the officer, performance reviews and other internal matters related to the SRO services shall be under the authority of the City. Time spent by the SRO in excess of eight (8) hours in a day in the performance of SRO duties at the School will be on a specific, case-by-case basis requiring the advance approval of the City and the School District. The City retains the authority to recall the SRO if the person is needed to respond to an emergency occurring off of School grounds.

11. DESCRIPTION OF SERVICES. The SRO will provide the followings services at the School:

- A. Promote the safety and welfare of students.
- B. Serve as a resource for teachers, parents and students regarding individual problems or questions.
- C. Work with the administrators and staff of the School by building relationships with students in the prevention of delinquency.
- D. The SRO will encourage positive attitudes and supportive behaviors toward school district policies and procedures as well as the law, and demonstrate and model the responsible exercise of authority.
- E. Actively support school district policy and procedures.
- F. Maintain awareness of all criminal or delinquency investigations or criminal interrogations being done at the School and, when necessary, provide information to school administration and District leadership. All questioning of the students will be in adherence with District policies and administrative procedures such as AP519.
- G. Perform investigations of criminal incidents occurring at the School and make proper referrals to law enforcement as serious matters may require.
- H. Provide input to School administration on matters relating to School building security and occupant safety.
- I. Participate in community and School efforts to promote positive youth development.
- J. To the extent possible and consistent with other responsibilities, the SRO will wear appropriate civilian attire while working at the School.
- K. Speak to and provide curriculum support for classrooms on age appropriate subjects to present to School students as requested by School administration.
- L. Perform other duties and assume other responsibilities as may be agreed to between the City's Chief Law Enforcement Officer and District administration.

M. It is required of Independent School District 281 to have any School Resource Officer participate in school diversion efforts, which are in alignment with our District Discipline Policy.

N. For any school code violations identified or witnessed, the SRO will defer the student to the principal's office as disciplining students for code of conduct violations is a School District Responsibility.

12. STUDENT DISCIPLINE. The SRO will not recommend, determine or provide input on student discipline by the School. Unless requested by School administration or other personnel, the SRO is not responsible for responding to any situation that other school personnel can adequately handle. The Parties understand and agree incidents such as disorderly conduct, bullying, cyberbullying, disruption of school assembly or activities, profanity, dress code, and fighting that does not involve physical injury or a weapon, shall be considered School discipline issues to be handled by other School officials, unless the presence of the SRO is necessary to protect the physical safety of students, school personnel, or public. Nothing in this Agreement prevents or limits the authority of the SRO to exercise his or her duties as a law enforcement officer regardless of whether the exercise of those duties occurs on or off School grounds.

13. ACCESS TO EDUCATIONAL DATA. The Parties are subject to the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and the School District is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“**FERPA**”). The SRO position is not a designated “school official” with regard to the FERPA while under contract and providing SRO services to the School District. The City agrees to comply with the requirements of FERPA to the extent its police officer serving as the SRO obtains data from the School District subject to FERPA.

14. PUBLIC DATA. School District officials will allow the SRO to inspect and copy any public records maintained by the School District to the extent allowed by law.

15. PRIVATE EDUCATIONAL DATA. If information in a student’s record is needed in an emergency in order to protect the health or safety of the student or other individuals, School District officials will disclose to the SRO the information needed to respond to the emergency situation based upon the seriousness of the threat to someone’s health or safety, the need of the information in order to meet the emergency situation, and the extent to which time is of the essence. If student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

16. ADDITIONAL OFFICER DUTIES. The SRO will respond to emergency calls, attend police training, and any other special duties as assigned by the City while fulfilling the SRO requirements under this Agreement.

17. TRAINING. The School District agrees to provide the following training at its own cost.

a. **Role of the SRO.** The School District will provide training to School personnel regarding the appropriate role of the SRO and when personnel may request help from the SRO. The training will also emphasize that personnel are not to refer students to law enforcement because of conduct in the classroom unless the presence of the SRO is necessary to protect the physical safety of students, school personnel, or public.

18. OFFICER SUPPLIES AND EQUIPMENT. The School shall not be required to provide the SRO any clothing, uniforms, vehicles, or other equipment necessary to perform the required duties under this Agreement.

19. INDEMNIFICATION. Each Party shall be responsible for its own acts and omissions and the results thereof to the greatest extent authorized by law. Neither Party agrees to accept the liability of the other. Each Party agrees to defend, indemnify and hold the other harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, directly resulting from the indemnifying Party’s own negligent actions or inactions, or the negligent actions or inactions of the indemnifying Party’s employees and officers. The Party seeking to be indemnified and defended shall provide timely notice to the others when the claim is brought. The Party undertaking the defense shall retain all rights and defenses available to the indemnified Party and no immunities or limitations on liability are hereby waived that are otherwise available to either Party.

20. NONDISCRIMINATION. Both Parties agree they will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin or similarly protected statuses of the employee or applicant. Neither Party will, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

21. NOTICE. Any notice, demand, request or other communication that may or will be given or served by the Parties, will be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified postage prepaid and addressed as follows:

If to the City:	If to the School District:
CITY OF xxx Chief of Police NAME Police Department Address	Bo Powell Director of Security 4148 Winnetka Avenue North New Hope, MN 55427

22. APPLICABLE LAW. The Parties to this Agreement will comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in the performance of their

respective obligations under this Agreement. Minnesota law will govern the terms and the performance under this Agreement.

23. ENTIRE AGREEMENT; AMENDMENTS. This Agreement, including the recitals which are incorporated herein, constitutes the entire agreement between the Parties and no other agreement prior to this Agreement or contemporaneous to this Agreement will be effective except as expressly set forth or incorporated in this Agreement. Any purported amendment to this Agreement will not be effective unless it is set forth in writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers effective as of the date indicated above.

CITY OF XXX

INDEPENDENT SCHOOL DISTRICT 281

By _____
Mayor

By _____
Executive Director of Finance

By _____
City Manager

SUPERINTENDENT CONTRACT

ARTICLE I

PURPOSE

Language consistent

New Language or Articles/Sections

Proposed information added

This Contract is entered into between Robbinsdale Area Schools Independent School District No. 281, in New Hope, Minnesota, hereinafter referred to as the School District, and 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 STATUTE

This Contract for Superintendent Services is entered into between the School District and the Superintendent in conformance with and governed by Minnesota Statutes 123B.143.

~~For Combined Positions: This Contract for [Superintendent/continuing contract position] services between the School District and the [continuing contract position] is in conformance with and governed by Minnesota Statutes 122A.40 and nothing in this Contract waives statutory continuing contract and other statutory rights related to [continuing contract position]. The [continuing contract position] constitutes ____% of the Superintendent’s employment position with the District.~~

~~*NOTE to Article II: The second paragraph governs situations in which the Administrator is serving a combined position as a Superintendent and continuing contract position, such as a principal, and the parties agree that the continuing contract position continues to be governed by Minnesota Statutes 122A.40. The provision will need to be consistent with current Teacher Master Contract and Principal Master Contract right to return provisions.*~~

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 3 years commencing on July 1, 2024, and ending on June 30, 2027. 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.

NOTE to Article IV, Section 1: Pursuant to Minnesota Statutes 123B.143, Subd. 1., a School Board may enter into a Contract with a Superintendent for a period of time no longer than three (3) years. The Contract must provide that the School Board, at its discretion, may or may not enter into a subsequent Contract. Such a Contract may not be extended during its term. However, during the last three hundred sixty-five (365) days of such a Contract, a School Board may negotiate and enter into a subsequent Contract to take effect upon the expiration of the existing Contract. Such subsequent Contract must be contingent upon the Superintendent completing the terms of the existing 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 Minnesota Statutes 123B.143, Subd. 1.

NOTE to Article IV, Section 2: See "NOTE to Article IV, Section 1."

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 Minnesota Statutes 122A.40, Subd. 9 and Subd. 13, but, except for purposes of describing grounds for discharge, the provisions of Minnesota Statutes 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 Minnesota Statutes 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, the Superintendent 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. Notice of Intent: The Superintendent bears the responsibility in this Contract for reasonably notifying the School Board in writing of the notice requirement in order for it to be binding and effective. Failure of the School Board to take action authorizing the negotiation of a subsequent Contract in the first six months of the final year of this Contract, will serve as notice to the Superintendent that the School Board will not enter into a subsequent Contract.

Section 5. **Subsequent Contract:** If the School Board takes action authorizing the negotiation of a subsequent Contract, the parties will act in good faith to complete negotiations and enter the subsequent Contract before the end of this Contract. This action will include a provision that, in the event that negotiations for a subsequent Contract have not been completed by the end of this Contract's term, the parties will enter into a subsequent Contract for the term set forth in the School Board's action and that the new subsequent Contract's compensation and benefits level in the last year of this Contract is the same as in the current Contract pending final negotiations of compensation and benefit terms for the new Contract.

NOTE to Article IV, Section 5: This addresses situations in which the Superintendent's employment Contract passed June 30th while negotiations continue. This acknowledgment includes a provision consistent with Minnesota Statutes 123B.143 by which continued negotiations after June 30th of the last year of a Contract result in a subsequent Contract for the term set forth in the Resolution and at the Superintendent's current salary and benefits, pending final negotiation of terms. This is not an extension of the current Contract by School Board action or inaction as prohibited by Minnesota Statutes 123B.143. This will be reflected in the adopting action for the current Contract.

Notice to start Contract negotiations can be by default, i.e., the School Board not acting to start negotiations within a set period (as drafted above) or by affirmative notice such as a notice of intent not to renew. But reasonable notice to start or not start Contract negotiations, whether by default or affirmative action, should be given and the six-month period suggested above for such notice fits within the standard hiring cycle.

Section 6. **Mutual Consent:** This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

Section 7. **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.

NOTE to Article V: School districts should consult TRA to determine if a proposed administrative leave will be eligible for TRA service credit.

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. (PTO) Vacation: The Superintendent shall earn [redacted] 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 other greater accumulation provision such as “vacation leave may accumulate to a maximum of [redacted] days during the course of this Contract.”]. Upon voluntary termination of employment or expiration of the Contract, if not offered a subsequent Contract, the Superintendent shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, the Superintendent shall not be entitled to unused earned and accrued vacation days.

Section 3. Section 3. Holidays: The Superintendent shall be entitled to 13 (per previous contract) paid holidays as designated by the School Board each Contract year.

**** Last contract: New Years Day, Martin Luther King Day, President’s Day, Memorial Day Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, December 24th and 25th, Juneteenth,* and 2 floating holidays**

NOTE to Article VI, Section 3: The specific holidays should be listed. *Juneteenth was added, in place of Easter Monday previously, to align with all other district bargaining groups.

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of [redacted] day(s) each working month, and earned sick leave may accumulate to a maximum of [redacted] days. Sick leave shall be allowed whenever the Superintendent’s absence is found to have been due to the illness and/or injury of the Superintendent, or the Superintendent’s immediate family. “Immediate Family” is defined as the Superintendent’s child, adult child, spouse or registered domestic partner, sibling, parent, parent-in-law, grandchild, grandparent, and all similar relationships that are preceded with “step” or “foster.” Upon voluntary termination of employment or expiration of the Contract, if not offered a subsequent Contract, the Superintendent shall be entitled to payment for any unused sick leave days earned and accrued pursuant to the provisions of this section; however, if the Superintendent is involuntarily terminated, the Superintendent shall not be entitled to unused earned and accrued sick leave days.

Section 5. Earned Sick and Safe Time (ESST): The Superintendent shall earn, use, and accumulate ESST in conformance with the School District's Employment Policies and Minnesota Statutes 181.9445 – 181.9448.

NOTE to Article VI, Sections 4 and 5: These sections must be modified to reflect the current implementation of Sick Leave/ESST within the School District. For example: the School District may have implemented Paid Time Off (PTO) to address sick leave and all other leaves, or the School District may have converted all sick leave to ESST. The School District's policy may also front load all leave versus accrue it on a defined period basis.

Section 6. Workers' Compensation: Pursuant to Minnesota Statutes Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance 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 7. Bereavement Leave: The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate family, as defined in Section 4. The time utilized shall be in an amount to be determined after conferring with the School Board Chair. Days utilized *[will or will not]* be deducted from the Superintendent's sick leave.

****Review contract of last Superintendent regarding language for Bereavement****

Section 8. Emergency Leave: The Superintendent may be granted paid emergency leave at the discretion of the School Board.

Section 9. 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. The compensation received for jury duty service shall be remitted to the School District.

Section 10. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 11. Disability: If the Superintendent is unable to perform their regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School Board shall provide additional paid sick leave at a salary equal to [] percent of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

****Review of last contract 70%****

Section 12. Medical Leave: The Superintendent may be placed on a leave of absence for health reasons pursuant to the procedures outlined in Minnesota Statutes 122A.40, Subd. 12.

**

Section 13. Insurance Application: A Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. 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 paid leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance retained.

ARTICLE VII INSURANCE

Section 1. Health and Hospitalization and Dental Insurance: The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization and dental insurance coverage under the School District's group health and hospitalization and dental insurance plans at the expense of the School District.

[or]

The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization insurance coverage under the School District's group health and hospitalization insurance plan. The School District shall contribute the sum of \$___ per month toward the premium for such insurance. The balance of the premium shall be paid by the Superintendent through payroll deduction. The School District shall also provide the Superintendent and the Superintendent's dependents with dental insurance coverage under the School District's group dental insurance plan. The School District shall contribute the sum of \$___ per month toward the premium for such insurance. The balance of the premium shall be paid by the Superintendent through payroll deduction.

NOTE to Article VII, Section 1: In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Superintendent's healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District provided benefit) (i. e., a retirement HRA, salary, etc.) as agreed upon between the parties.

****Past Superintendent was section****

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 \$___ payable to the Superintendent's named beneficiary(ies).

NOTE to Article VII, Section 2: According to the Internal Revenue Service rules, the amount of School District premium contribution that pays for life insurance coverage in excess of \$50,000 is considered taxable income, so the School District should be certain that it is reporting that contribution as such, and the Superintendent needs to know why that amount is being reported.

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, Minnesota Statutes 123B.02, Subd. 15., School District policy, and as otherwise provided by law.

****Past Sup: max of 3% of current salary****

Section 2. Vehicle: The School District shall compensate the Superintendent for business use of the Superintendent's private vehicle at the rate of ___ cents per mile pursuant to Minnesota Statutes 471.665, Subd. 1 as allowed by Internal Revenue Service guidelines.

[or]

The School District shall provide the Superintendent with a monthly allowance of \$___ for business use of the Superintendent's private vehicle pursuant to Minnesota Statutes 471.665, Subd. 3 as allowed by Internal Revenue Service guidelines.

NOTE to Article VIII: Prohibition Against Combination of Options. One of the two options above should be selected, and the other option deleted. Some School Districts have been utilizing a combination of Minnesota Statutes 471.665, Subd. 1 and Subd. 3 — i.e., in-district travel and out-of-district travel. However, an opinion by the Minnesota Attorney General indicates that using the combination is improper (see Op. Atty. Gen. 11/20/95).

NOTE 2 to Article VIII: Prohibition Against Personal Use of School District Vehicle. Two opinions by the Minnesota Attorney General conclude that a School District may not provide a school district-owned vehicle which the Superintendent utilizes for personal use even if the Superintendent pays for such personal use (see Op. Atty. Gen. 161b-12 1/24/89 and Op. Atty. Gen. 395b- 10/24/89).

NOTE 3 to Article VIII: Statutory Restrictions on Personal Use of District-Owned Vehicles. Minnesota Statutes 471.666 prohibits personal use of a vehicle owned, leased by, or loaned to a School District, except for incidental use related to School District business. Such a vehicle may

not be used for transportation to or from the residence of the School District employee except for narrow, incidental use related to the School District's business. The effect of this restriction is so limiting that a School District's provision of District-owned, leased, or loaned vehicles for any personal use by the Superintendent is impractical (see Minnesota Statutes 471.666).

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.

ARTICLE IX
SALARY

The Superintendent shall be paid an annual salary of \$_____ for the 20__ -20__ Contract year, \$_____ for the 20__ - 20__ Contract year, and \$_____ for the 20__ -20__ 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 equal installments during the Contract year.

[or]

The Superintendent shall be paid an annual salary of \$_____ for the 20__ - 20__ Contract year. The parties shall endeavor to agree by April 1 of each subsequent year as to the amount of the salary for the following 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 _____ installments during the Contract year.

NOTE to Article IX: Options. School Boards should use only one of the paragraphs above. The first paragraph fixes a salary for more than one year; while the second paragraph fixes the salary for one year and requires mutual agreement for the subsequent year(s). Practices vary from School District to School District.

Incentive Pay: *Currently there is not language in the MSBA contract.*

ARTICLE X
EVALUATE PERFORMANCE

The School Board shall oversee, direct, and evaluate the Superintendent's performance as the School Board sees fit.

NOTE to Article X: The School Board and Superintendent should discuss a process for conducting at least an annual evaluation of the Superintendent's performance.

ARTICLE XI
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, the Superintendent 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 connection with their 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 Minnesota Statutes Chapter 466. This indemnification and defense obligation extends to all costs and fees incurred by the Superintendent in any internal investigation of a claim against the Superintendent that does not result or would not have resulted in substantial disciplinary action against the Superintendent (defined as sufficient to create public data under the final disposition of a disciplinary action provisions of Minnesota Statutes 13.43, Subd. 2). Payment of legal fees includes when the Superintendent incurs individual legal costs in serving as a witness in a claim against the School District. Nothing herein affects the Superintendent's right to legal counsel of the Superintendent's choice. Nothing herein affects the parties' right to negotiate payment of legal fees as part of a separation agreement.

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.

****Determine which ones? (Previous: MASA/MASE/AASA, ASCD) Determine an amount?*****

NOTE to Article XI, Section 3: Until 2007, school districts were restricted to paying dues for their superintendents to belong to professional and educational organizations, but the 2007 Minnesota Legislature enacted Minnesota Statutes 123B.02, Subd. 24, allowing school districts to pay dues for other organizations if their school boards deemed such membership to be appropriate.

Section 4. [Other Applicable Provisions: In this section, other terms and conditions of employment as agreed on between the parties should be included. Items such as severance pay, payment for unused sick leave, and extended leaves of absence, if provided to the Superintendent, are examples of what could be included. Since superintendents' contracts vary greatly in the manner in which they address such provisions, no attempt has been made to develop specific model Contract language. However, if the parties are considering the inclusion

of such provisions, both MSBA and MASA may be able to provide sample language upon request.]

****Last contract stipend for PD, Insurance on Termination, Calculation, Relocation**

NOTE to Article XI, Section 4: A “highly compensated employee” is an employee with estimated annual wages that are greater than sixty percent (60%) of the governor’s salary and are equal to, or greater than, eighty percent (80%) of the estimated annual wages of the second highest paid employee of the School District. Severance pay for highly compensated employees is restricted to an amount equivalent to six (6) months of wages. For purposes of this restriction, payments for accumulated vacation and sick leave liquidated to cover the cost of group term insurance may be paid in addition to the six (6) months of severance pay. For exceptions to the six (6)-month restriction, see Minnesota Statutes 465.722, Subd. 3.

ARTICLE XII
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.

****became its own article****

IN WITNESS WHEREOF, I have subscribed
my signature this ____ day of _____,
20__.

IN WITNESS WHEREOF, I have subscribed
my signature this ____ day of _____,
20__.

Superintendent

School Board Chair

School Board Clerk

SUPERINTENDENT'S CONTRACT
Robbinsdale Area School District
July 1, 2021 to June 30, 2024

The School Board of Independent School District No. 281, Robbinsdale Area School District, New Hope, Minnesota (District) enters into this contract (Contract) with David Engstrom (Superintendent), a legally qualified and licensed superintendent, who agrees to perform the duties of superintendent of schools of the District.

The District and the Superintendent agree as follows:

Article I
Applicable Statute

This agreement is entered into between the District and the Superintendent pursuant to Minn. Stat. §123B.143, Subd.1.

Article II
Licensure

The Superintendent shall provide throughout the life of this contract a valid and appropriate license to act as Superintendent in the State of Minnesota as required by applicable state laws, rules and regulations and maintain his appropriate license throughout the term of this Contract.

Article III
Duration, Expiration, Termination and Mutual Consent

1. Duration. This Contract is for a term of three (3) years commencing July 1, 2021 (Effective Date) and expiring June 30, 2024. 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 herein. The Superintendent will notify the School Board in writing of his intent to not renew by February 15, 2024. The School Board will give notice six (6) months prior to contract expiration of intent not to extend another contract.
2. Expiration. This Contract shall expire on June 30, 2024. Upon the expiration of the term, neither party shall have any further claim against the other, and the District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with M.S. §123B.143, Subd. 1.
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, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of M.S. §122A.40 shall not otherwise be applicable. If the School Board proposes to terminate the Superintendent during the Contract term for cause as described in M.S. §122A.40, Subds. 9 or 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 within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall

be final and binding upon the parties, subject to normal 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 herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Superintendent 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.

4. Mutual Consent. This Contract may be terminated at any time by the parties by written mutual consent. If the Superintendent requests termination of this Contract pursuant to this paragraph, the consent of the School Board shall not be unreasonably withheld.

Article IV Duties, Board/Superintendent Relationships and Evaluation

1. Duties. The Superintendent shall have responsibility for the administration of the District under the direction of the School Board. The Superintendent is the chief executive officer of the District. He shall direct and assign teachers and other employees of the District under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the 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 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.

2. Board/Superintendent Relationships. No later than August 1, 2021 and at least annually thereafter, the School Board and Superintendent shall meet to discuss the process and procedures for how the School Board and Superintendent will communicate and work together. In addition, the School Board, individually and collectively, shall bring to the Superintendent's attention significant criticisms and suggestions regarding the operation of the District and the Superintendent's performance for his study, review, and if necessary, recommendations and resolution.

3. Superintendent's Evaluation. No later than August 1, 2022 and no later than August 1 of each subsequent year of the Contract, the School Board will review the Superintendent's performance in a closed session pursuant to the Minnesota Open Meeting Law, Minn. Stat. 13D.05. No later than September 1 of each year of this Contract, the Superintendent and the School Board shall meet to discuss and agree on annual goals and on an evaluation instrument to be used for the Superintendent's annual evaluation. No later than July 1, 2022 and no later than July 1 of each year of this Contract, the Superintendent shall provide the School Board a self-appraisal using the agreed-upon evaluation instrument and the School Board shall take the Superintendent's self-appraisal into consideration in conducting the Superintendent's annual evaluation. Using the agreed-upon evaluation instrument, the School Board will provide a written summary to the Superintendent. The evaluation will include commendations, suggestions for improvement and/or recommendations. The School Board and Superintendent shall meet in closed session pursuant to the Minnesota Open Meeting Law to discuss the School Board's evaluation and possible extension of this Contract and other modifications to this Contract. The Superintendent shall have the

opportunity to respond to the School Board's evaluation. The Superintendent's evaluation shall be not-public.

Article V Duty Year and Leaves

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

2. **Personal Time Off.** The Superintendent shall earn fifty (50) days of annual paid personal time off (PTO) for Contract years 2021-2024. Unused PTO days may be carried over from one year to the next and accumulate without limit.

a. At the discretion of the Superintendent, the District shall direct the cash equivalent of up to twenty (20) unused PTO days on June 30 of each year of the term of the Contract to one of the School District's designated retirement plans as selected by the Superintendent and provided the Superintendent's contribution does not exceed any statutory annual limits on contributions. The value of the converted days shall be determined in accordance with Article IX, Section 7 of this Contract, based upon the Superintendent's salary at the time of conversion.

b. Upon termination of employment, ten (10) days of accumulated unused PTO days for each year of service up to a maximum of one hundred thirty (130) days shall be converted to a cash equivalent and contributed according to the table below. Contributions to the plans identified below shall be made only to the extent permitted by applicable law. Such plans shall be separate from and in addition to any other plans of the same type maintained by the District not wholly and solely funded with converted paid leave. The value of the converted days shall be determined in accordance with Article IX, Section 7 of this Contract, based upon the Superintendent's salary at the time of termination of employment.

Payment Date	403(b) plan	457 plan	Cash
Last date of employment	The maximum allowed by law as calculated by the 403(b) representative.	The maximum allowed by law as calculated by the 457 representative.	N/A

<p>January 15th of each year immediately following the year including last date of employment until all funds are paid</p>	<p>The maximum allowed by law as calculated by the 403(b) representative.</p>	<p>The maximum allowed by law as calculated by the 457 representative.</p>	<p>Any Remaining balance.</p>
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3. Holidays. In addition to the PTO days, the Superintendent shall be entitled to twelve (12) paid holidays as observed each Contract year as listed below:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 24th
- December 25th
- Plus two (2) floating holidays to be observed when school is not in session

4. Emergency Leave. The Superintendent may be granted paid emergency leave during each year of the Contract at the discretion of the School Board.

5. Bereavement Leave. The Superintendent shall be granted bereavement leave of up to five (5) days for a death within the Superintendent's immediate or close family. The time shall be utilized in a reasonable amount and shall be determined after conferring with the School Board Chair. More time may be granted if agreed to by the School Board Chair. For the purpose of this Contract, immediate or close family is defined as a spouse, child (including step-children), parent, grandparent, or any person residing in the Superintendent's home at the time of death.

6. Disability. If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated paid personal time off, the District shall provide additional paid personal time off at a salary equal to seventy percent (70%) of the Superintendent's regular salary until the elimination period for long term disability insurance expires.

7. Medical Leave.

- a. The Superintendent and District agree to incorporate by reference and be bound by the provisions of M.S. §122A.40, Subd. 12 relating to suspension and leave of absence for health reasons.

- b. If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all paid personal time off credit available or has become eligible for long term disability insurance and has not been suspended or placed on leave of absence pursuant to M.S. §122A.40, Subd. 12, the Superintendent shall, upon request, be granted an unpaid medical leave of absence up to one (1) calendar year in duration. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section of the Contract shall be accompanied by a written statement from a physician outlining the condition of health and estimated time in which the Superintendent is expected to be able to resume job duties. The Superintendent while on medical leave of absence is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Superintendent shall pay the entire premium for those insurance programs for which the Superintendent wishes to remain covered commencing with the beginning of the medical leave. If medical leave of at least one (1) full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. §122A.40, Subd. 12.

8. Worker's Compensation. Pursuant to Minnesota Statute Chapter 176, in the event the Superintendent is injured on the job in the service of the District, the Superintendent will be eligible to receive worker's compensation benefits. The District will continue to provide insurance and other benefits, as listed in Articles VI and VII of this Contract in accordance with the law.

9. Jury Service. In the event the Superintendent is required to serve on jury duty, the Superintendent shall be granted the day or days necessary as required by the court in order to discharge the jury duty responsibility without any salary deduction or loss of basic leave allowance. The compensation the Superintendent receives for performing jury duty service shall be remitted to the District.

10. Military Leave. Military leave shall be granted pursuant to applicable law.

Article VI Insurance

1. Health and Hospitalization. The District shall provide the Copay Health Insurance plan for the Superintendent and Superintendent's dependents at the expense of the District.

In the event this Contract will cause or does cause penalties, fees or fines to be assessed against the District due to providing health insurance pursuant to this section the parties agree to negotiate a revision to the Contract that eliminates or reduces penalties, fees, or fines to be assessed against the District. The amount of any reduction in the District's contribution toward the Superintendent's healthcare benefits pursuant to this section as a result of addressing the "highly compensated employee" component of the Affordable Care Act (ACA) will be placed into another District provided benefit(s) such as a retirement HRA, salary, or other District provided benefit as agreed to by the parties.

2. Dental Insurance. The District shall provide dental insurance coverage for the Superintendent and the Superintendent's dependents at the expense of the District.

3. Life Insurance. The District shall provide to the Superintendent a group term life insurance plan providing coverage equal to three (3) times the Superintendent's annual salary, as stated in Article VIII,

at the expense of the District. The death benefit of the group term life insurance plan will be payable to the Superintendent's named beneficiary.

4. Long Term Disability Insurance. The District shall provide, at District expense, long term disability coverage for the Superintendent in the District's group plan.

5. Liability Insurance. The District shall provide to the Superintendent, at District expense, liability insurance naming the Superintendent as an insured, along with the District, in an amount not less than that which is required by law for the District.

6. Claims Against the District. The eligibility of the Superintendent, or the Superintendent's beneficiary, for life insurance benefits shall be governed by the terms of the insurance policies purchased by the District pursuant to this Article VI. It is understood that the District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the District as a result of denial by an insurer of insurance benefits if the District has purchased the policies and paid the premiums described herein.

7. Continuation of Insurance Coverage. If the Superintendent retires, after ten (10) or more years of service, Superintendent shall continue to receive the District contribution for and coverage under the District's group health, dental and life insurance, at the actual dollar amount of whatever contribution was in effect at the time of retirement, until the end of the month in which the Superintendent becomes eligible for Medicare/Medicaid benefits or until the date the Superintendent and Superintendent's dependents become eligible for health and hospitalization coverage from another source, whichever is earlier.

Article VII

Other Benefits and Professional Conferences and Meetings

1. Tax Sheltered Annuities. The Superintendent will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403 (b) and Section 457 of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and District policy, and as otherwise provided by law. To the extent the Superintendent participates in the plan, the District will match the Superintendent's contribution in the plan up to a maximum of three percent (3%) of current annual salary.

2. Automobile. The District shall provide the Superintendent with a monthly allowance of six hundred and no/100 dollars (\$600.00) for business use of his private vehicle pursuant to M.S. §471.665, Subd.3.

3. Smartphone and Other Technology. The District shall provide the Superintendent the monthly stipend of one hundred and no/100 dollars (\$100.00) for his personal smartphone and data plan. The smartphone allowance provided to Superintendent will be characterized for tax purposes as ordinary income. In addition, the District shall provide the Superintendent the technology necessary to carry out the duties of the Superintendent, which may include a tablet and laptop.

4. Professional Conferences and Meetings. The District expects the Superintendent to continue his professional growth. As a result, the District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings, including the American Association of School Administrators and Minnesota Association of School Administrators, and other professional education associations and agencies approved by the Board Chair and such approval shall not be unreasonably withheld. 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 law.

5. In addition to the benefits provided in this Contract, the District will provide the Superintendent with other benefits provided to District-level administrators.

Article VIII Salary

The Superintendent shall be paid an annual salary of two hundred twenty-three thousand dollars (\$223,000.00) for the period from July 1, 2021 until June 30, 2022; two hundred twenty-seven thousand four hundred sixty dollars (\$227,460.00) for the period from July 1, 2022 until June 30, 2023, and two hundred thirty-two thousand nine dollars (\$232,009.00) for the period July 1, 2023 through June 30, 2024. The annual salary may be increased, but shall not be reduced, during the term of this Contract. The annual salary shall be paid each year of the term in 26 equal installments subject to required withholding and deductions.

Article IX Miscellaneous Provisions

1. **Outside Professional Activities.** While the Superintendent must devote full time and due diligence to the affairs and the activities of the District, the Superintendent, with or without honorarium, may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the Superintendent's job duties. The Superintendent shall 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 Chair and such approval shall not be unreasonably withheld.

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 connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the District shall defend and indemnify the Superintendent to the extent permitted 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 District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

3. **Dues for Professional and Civic Organizations.** The Superintendent is encouraged to belong to applicable professional educational and civic organizations where such membership will serve the best interests of the District. Accordingly, the District will pay such membership dues for organizations as School Board Chair and such approval shall not be unreasonably withheld. The Superintendent shall present appropriate statements for approval as provided by law.

4. **Professional Development, Continuing Education and Technology Investment.** The Superintendent will be provided \$1,500.00 each year for the purpose of developing leadership skills, mentorship and for other professional activities and technology.

5. **Moving, Relocation, Temporary Housing and Transition Expenses.** The District shall pay the Superintendent up to twenty thousand dollars (\$20,000) to assist the Superintendent and his family in

relocating to the Twin Cities metro area. Superintendent will be reimbursed by the District upon submission of receipts to the District finance office of costs incurred related to moving, relocation, temporary housing and transition expenses.

6. Insurance Upon Termination of Employment. If the Superintendent's employment with the District terminates because the term of the Contract expires and no subsequent contract is entered into, the District shall make the following payments:

- a. Payment of the premiums at the actual dollar amount of whatever contribution was in effect at the time of termination for the Superintendent and the Superintendent's dependents for health and hospitalization, and dental insurance coverage under the District's group health and dental insurance plans for twelve (12) months from the termination date or until the date the Superintendent and his dependents become eligible for health and hospitalization coverage from a subsequent employer, whichever is earlier.
- b. If the Superintendent's employment with the District terminates before June 30, 2024 by reason of the Superintendent's disability or death, the District shall make the following payments: Payment of the full premiums for the Superintendent and the Superintendent's dependents for health and hospitalization, and dental insurance coverage under the District's group health and dental plans for eighteen (18) months from the termination date or until the date the Superintendent and his dependents become eligible for health and hospitalization coverage from a subsequent employer, or from Medicare/Medicaid benefits, whichever is earlier. If the Superintendent dies, Superintendent's spouse and dependents shall be eligible to participate beyond the 18-month period defined above, at the spouse's expense, in the School District's group health and dental insurance plans until the end of the month in which the Superintendent's spouse becomes eligible for Medicare/Medicaid benefits or until the Superintendent's spouse becomes eligible for health insurance from another source.

7. Calculation. For purposes of calculating any per diem payment including, but not limited to, compensation for personal time off payments, the per diem shall be calculated by dividing the Superintendent's base salary by 260.

8. Severability. If any provision of this Contract is held to be invalid by operation of law the remainder of the Contract shall not be affected thereby and shall remain in full force and effect. This Contract shall be effective only upon signatures of the Superintendent and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

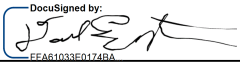
9. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota without giving any effect to any choice or conflict provision of law that would cause the application of the laws of any jurisdiction other than the State of Minnesota.

10. Entire Agreement. This Agreement shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties hereto. No modifications shall be binding unless stated in writing and signed by all parties hereto.

11. Construction. The parties and their respective counsel have had the opportunity to review and revise this Agreement and acknowledge that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

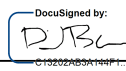
Signature page follows remainder left blank.

IN WITNESS WHEREOF, I have subscribed
my signature this _____ 26th
day of _____ May
_____, 2021.

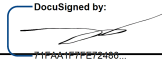


Superintendent

IN WITNESS WHEREOF, we have
subscribed our signature this _____ 26th
day of _____ May
_____, 2021.



Board Chair



Board Clerk