

Special Business Meeting

School Board CLOSED SESSION, pursuant to Minnesota Statute 13D.05, Subdivision 3(a) for Interim Superintendent Evaluation will begin 5 minutes after adjournment of the Special Business Meeting.

1. Call to Order and Roll Call	2
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<i>ReNae Bowman, School Board Chair</i>	



School Board of Robbinsdale Area Schools

Special Business Meeting - June 24, 2024

AGENDA SECTION: Call to Order

ITEM: Roll Call Attendance

	PRESENT	ABSENT
Helen Bassett	<hr/>	<hr/>
ReNae Bowman	<hr/>	<hr/>
Sharon E. Brooks	<hr/>	<hr/>
Dr. Greta Evans-Becker	<hr/>	<hr/>
Kim Holmes	<hr/>	<hr/>
Caroline Long	<hr/>	<hr/>
John Vento	<hr/>	<hr/>
Marti Voight, ex-officio Interim Superintendent	<hr/>	<hr/>



School Board of Robbinsdale Area Schools

Special Business Meeting – June 24, 2024

AGENDA SECTION: Acceptance of Agenda

ITEM: 2. Acceptance of Special Business Meeting Agenda

COMMENTS BY: ReNae Bowman, School Board Chair

Recommended Action: Approve Special Business Meeting agenda.

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Abstentions: _____



School Board of Robbinsdale Area Schools

Business Meeting – June 24, 2024

AGENDA SECTION: Operations
ITEM: 3.A. FY24 Budget and Resolution
PRESENTER: Virginia Verbrugge, Assistant Director of Finance

Recommended Motion: The School Board is requested to approve the FY25 Preliminary Budget and Resolution.

	Yes	No	Abstention
Helen Bassett			
ReNae Bowman			
Sharon Brooks			
Greta Evans-Becker			
Kim Holmes			
Caroline Long			
John Vento			

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Abstentions: _____

RESOLUTION ADOPTING 2024-2025 ORIGINAL BUDGET

Director
Evans-Becker introduced the following resolution and moved its adoption:

BE IT RESOLVED by the School Board of Independent School District No. 281, Robbinsdale, Minnesota, that the 2024-25 original budget be adopted as follows:

<u>FUND</u>	<u>REVENUE</u>	<u>EXPENDITURES</u>
General/Transportation/Capital	\$201,553,233	\$200,795,082
Child Nutrition	8,454,976	8,888,608
Community Service	11,164,110	11,180,892
Building Construction	19,754,500	18,587,167
Debt Service	22,538,584	22,400,905
Self-Insured Medical Fund	19,900,000	19,810,400
Self-Insured Dental Fund	1,375,000	1,300,000
OPEB Trust Fund	750,000	1,550,000
OPEB Debt Service Fund	<u>1,681,423</u>	<u>1,756,500</u>
GRAND TOTAL	\$287,171,826	\$286,269,554

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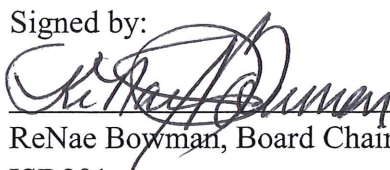
Motion was seconded by Director Vento, and upon vote being taken thereon, the following voted

in favor thereof: Directors: Bowman, Brooks, Evans-Becker, and Vento

And the following voted against the same: Directors Holmes and Long
Director Bassett abstained from voting.

Whereupon said resolution was declared duly passed and adopted.

Signed by:


ReNae Bowman, Board Chair, ISD 281
ISD281


Greta Evans-Becker, Board Clerk,

June 24, 2024
Date

June 24, 2024
Date



School Board of Robbinsdale Area Schools

Business Meeting – June 24, 2024

AGENDA SECTION: Operations

ITEM: 3.B. Resolution Authorizing Specific Statements in Advance for 2024-2025

PRESENTER: Virginia Verbrugge, Assistant Director of Finance

Recommended Motion: The School Board is requested to approve the Resolution Authorizing Specific Statements in Advance for 2024-2025.

	Yes	No	Abstention
Helen Bassett			
ReNae Bowman			
Sharon Brooks			
Greta Evans-Becker			
Kim Holmes			
Caroline Long			
John Vento			

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Abstentions: _____



To: Members of the School Board
Marti Voight, Interim Superintendent
From: Virginia Verbrugge, Assistant Director of Finance
Date: June 17, 2024
Re: Authorize Payment of Specific Statements in Advance of Board Approval

RECOMMENDATION: School Board authorize payment of specific statements in advance of board approval for the 2024-2025 fiscal year.

DISCUSSION: Attached to this memo is the resolution to authorize payment of specific statements in advance of board approval for the 2024-2025 fiscal year.

**RESOLUTION TO AUTHORIZE PAYMENT OF SPECIFIC STATEMENTS IN
ADVANCE OF BOARD APPROVAL**

Chair
Bowman introduced the following resolution and move its adoption:

BE IT RESOLVED by the School Board of Independent School District No. 281, Robbinsdale, Minnesota, as follows:

It is recommended that and consistent with Minnesota Statute 123B.11, 123B.02 and 471.38, the Chief Financial Officer be hereby vested with the authority and responsibility to make the following payment in advance of board approval for the 2024-2025 school year.

Payment or expense claims against the school district for:

1. Utility bills
2. Contracted transportation invoices
3. Registration and travel expenses
4. Employee group insurance payments
5. Employee retirement plan payments
6. Payments necessary to be eligible for discount privileges
7. Postage meter and bulk mailing payments
8. Officials, referees and judges fees
9. Special program speakers fees, consulting fees and contracted personnel service fees
10. Tuition payments for resident students
11. Payments necessary to meet the 35 day statute

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The Chief Financial Officer is hereby vested with the authority and responsibility to initiate electronic fund transfers including payment of interest, payroll bank account transfers, state and federal tax withholding, state sales tax, electronic fund transfer payments covering investments, bond principal and interest, tax anticipation certificate principal and interest, loan principal and interest fiscal agent service charges.

1. The disbursing bank shall keep on file a certified copy of this authorization which allows electronic fund transfers.
2. The initiator of the electronic transfer shall be identified for each transaction.
3. The initiator shall document the request and obtain approval from the Chief Financial Officer.
4. A written confirmation of the transaction shall be made no later than one business day after the transaction and shall be used to support the transaction.

Motion was seconded by Director Bassett, 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 adopted.

By: *Renee Beuman*
Chair

6/24/2024
Date

By: *Mita Erons Becken*
Clerk

June 24, 2024
Date



School Board of Robbinsdale Area Schools

Business Meeting – June 24, 2024

AGENDA SECTION: Operations

ITEM: 3.C. Non-Action: Superintendent Contract

COMMENTS BY: ReNae Bowman, School Board Chair

The Board will review the latest draft of the superintendent contract. If in agreement with the terms, will move to action for a vote.

**SUPERINTENDENT'S CONTRACT
ROBBINSDALE AREA SCHOOL DISTRICT
JULY 1, 2024 TO JUNE 30, 2027**

PREAMBLE

This Contract is entered into between Independent School District No. 281, Robbinsdale Area School District, Minnesota, ("School District"), and Dr. Teri Staloch, ("Superintendent"), a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District. The School District and Superintendent may be referred to individually at "Party" and collectively as "Parties".

**ARTICLE I
APPLICABLE STATUTE**

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

**ARTICLE II
LICENSURE**

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The Superintendent shall furnish the School Board, throughout the Term 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 III
DURATION, EXPIRATION, TERMINATION
DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY**

Section 1. Duration: This Contract is for a term of three (3) years commencing on July 1, 2024, and ending on June 30, 2027 ("Term"). It shall remain in full force and effect unless modified by mutual consent of the School District and the Superintendent or unless terminated as provided in this Contract.

Section 2. Expiration: This Contract shall expire at the end of the Term specified in Section 1 above. At the conclusion of its Term, neither Party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with Minn. Stat. 123B.143, Subd. 1.

Section 3. Termination During the Term: The Superintendent's employment may be terminated during the Term only for cause as defined in Minn. Stat. 122A.40, Subd. 9 and Subd. 13, but, except for purposes of describing grounds for discharge, the provisions of Minn. Stat. 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 Minn. Stat. 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 will notify the School Board in writing of their intent not to renew this contract not later than October 31, 2026. Failure of the School Board to take action authorizing the negotiation of a subsequent Contract by October 31, 2026, 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 expiration of the Term this Contract. This action will include a provision that, in the event that negotiations for a subsequent Contract have not been completed by the expiration 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.

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

ARTICLE IV DUTIES

Section 1. Duties: The Superintendent shall have charge of and be responsible for 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.

Section 2. Board/Superintendent Relationships. No later than August 1, 2024 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.

Section 3. Superintendent's Evaluation. No later than August 1, 2025 and no later than August 1 of each subsequent year of the Contract, the School Board will review the Superintendent's performance and consider a possible extension and other modifications to the Contract 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, 2025 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 Superintendent shall have the opportunity to respond to the School Board's evaluation. The Superintendent's evaluation shall be not public.

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ARTICLE V
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. Personal Time Off ("PTO"): Superintendent shall earn fifty-five (55) working days of annual paid time off ("PTO") each year of the Contract. PTO may be used by the Superintendent for vacation, personal time, illness, medical appointments, bereavement, family emergencies and for purposes related to the Earned Safe and Sick Time Statute, Minn. Stat. 181.9445-9448. Unused PTO will rollover from year to year and may accumulate without limit. Upon the Superintendent's 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 PTO earned and accrued to be contributed to Superintendent's 403(b) plan to the extent permitted by applicable law or otherwise payment of unused PTO will be classified as taxable income and will be included in Superintendent's final regular salary payment. Such plan 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. However, if the Superintendent is involuntarily terminated by the School Board, the Superintendent shall not be entitled to payment of unused earned and accrued PTO.

The Superintendent may elect not to use and be reimbursed for up to fifteen (15) days of PTO at their daily rate of pay for those unused PTO days at the conclusion of the Contract year. The payment of unused PTO will be contributed to Superintendent's 403(b) plan to the extent permitted by applicable law or otherwise the payment of unused PTO will be classified as taxable income and will be included in the Superintendent's regular salary payment between July 1 and July 15 of the next year of the Term of the Contract.

The value of an unused PTO day will be the equivalent of the Superintendent's daily rate of pay, using their salary in effect as of the last day of the applicable Contract year divided by 260 days.

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

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- December 24 and December 25
- Two (2) Floating Holidays

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Section 4. Workers' Compensation: Pursuant to Minnesota Statutes Chapter 176, in the event that the Superintendent is injured on the job in the service of the School District they will be eligible to receive worker's compensation benefits. The School District will continue to provide insurance and other benefits, as outlined in Articles VI and VII this Contract in accordance with the law. While collecting workers' compensation insurance the Superintendent may use accrued PTO for the purpose of receiving full salary from the School District, with the salary to be reduced by an amount equal to the workers' compensation insurance payments, and only that fraction of the days not covered by workers' compensation insurance will be deducted from accrued PTO. Section 5. Bereavement Leave: The Superintendent shall be granted up to five (5) days of bereavement leave for a death within the Superintendent's immediate or close family. The Superintendent's "immediate or close family" is defined as spouse, child (including step-children), parent, grandparent, or any person residing in the Superintendent's home at the time of death. The time utilized shall be in an amount to be determined after conferring with the School Board Chair. Bereavement days utilized will not be deducted from the Superintendent's PTO.

Section 5. Emergency Leave: The Superintendent may be granted paid emergency leave at the discretion of the School Board.

Section 6. 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 7. Disability: If the Superintendent is unable to perform their regular duties because of personal illness or disability and has exhausted all accumulated paid leave, the School Board shall provide additional paid leave at a salary equal to seventy percent (70%) of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

Section 8. Medical Leave:

(a) The Superintendent and District agree to incorporate by reference and be bound by the provisions of Minnesota Statutes 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 available PTO or has become eligible for long term disability insurance and has not been suspended or placed on leave of absence pursuant to Minnesota Statutes 122A.40, Subd. 12, the Superintendent shall, upon written 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 provision of the Contract must be accompanied by a written statement from the Superintendent's 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 unpaid medical leave of absence is eligible to continue to participate in group insurance programs as permitted pursuant to 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 unpaid medical leave. If unpaid medical leave of at least one (1) full year is granted pursuant to this provision, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to Minnesota Statutes 122A.40, Subd. 12.

Section 9. Insurance Application: In the event the Superintendent is on unpaid leave, they will be 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 unpaid 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 pursuant to this Contract, 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 VI
INSURANCE

Section 1. Health and Hospitalization and Dental Insurance:

The District shall provide the Copay Health Insurance Plan for the Superintendent and Superintendent's spouse and 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.

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Section 2. Dental Insurance: The District will pay the full amount of the monthly premium for the dental insurance coverage for the Superintendent and their spouse and dependents.

Section 3. Life Insurance: The School District shall provide to the Superintendent a group term life insurance plan providing coverage equal to three (3) times the Superintendent's 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(ies).

Section 4. 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 5. Claims Against the School District: 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. 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.

Section 6. Liability Insurance: The School 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.

Section 7: 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 will 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 their spouse and 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 their spouse and dependents become eligible for health and hospitalization and dental coverage from a subsequent employer, whichever is earlier.

b. If the Superintendent's employment with the District terminates before June 30, 2027 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 their spouse and 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 their spouse and 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.

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ARTICLE VII
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. 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 four percent (4%) of current annual salary.

Section 2. Vehicle: The School District shall provide the Superintendent with a monthly allowance of six hundred and no/100 dollars \$600.00 per month for business use of the Superintendent's private vehicle pursuant to Minnesota Statutes 471.665, Subd. 3.

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

Section 4 Business Expenses and Technology Support: Smartphone and Other Technology: The School District shall provide the Superintendent with a monthly payment of one hundred and no/100 dollars (\$100.00) for their personal smartphone and data plan. The payment provided to the 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.

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

ARTICLE VIII
SALARY

Section 1. Base Salary: The Superintendent shall be paid an annual salary of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) for the 2024-2025 Contract year; Two Hundred Fifty Five and no/100 Dollars (\$255,000.00) for the 2025-2026 Contract year; and Two Hundred Sixty and no/100 Dollars (\$260,000.00) for the 2026–2027 Contract year. During the Term of this Contract, the annual salary may be modified but shall not be reduced. The Superintendent’s salary will be subject to normal withholding and deductions and paid in accordance with the School District’s normal payroll processes.

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Section 2. Performance Incentive: In addition to base salary as provided in Article VIII, Section 1, the Superintendent shall be eligible for performance incentive salary at the end of each year of the Contract. Based on an evaluation and determination of the Superintendent’s success in meeting annually predetermined goals and objectives of the District, as determined by the School Board, the Superintendent may earn in each Contract year performance incentive salary up to ten percent (10%) of the base salary in Article VIII, Section 1. The exact percentage of performance incentive salary will be set annually by the Board, in consultation with the Superintendent, and shall be payable on June 30, 2025, and each June 30 thereafter during the term of this Contract in the event the performance incentive is awarded.

ARTICLE IX
ADDITIONAL 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 and such approval will not be unreasonably withheld.

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, which may include, but not be limited to, MASA/MASE and AASA, Midwest Suburban Superintendents' Association ("MSSA") and ASCD.

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In the event the Superintendent wishes to join an organization other than those identified above, the Superintendent will submit a proposal to the School Board Chair for amounts to be paid to the other organizations with which the Superintendent wishes to belong/participate. The School Board Chair will, in turn, receive the Superintendent's request(s) for discussion and approval, with approval not being unreasonably withheld. The Superintendent shall present appropriate statements for approval as provided by law.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. Construction. The Parties and, if a Party so chooses, 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 to Follow>

IN WITNESS WHEREOF, I have
subscribed my signature this 24th day of
June, 2024



Superintendent

IN WITNESS WHEREOF, I have subscribed
my signature this 24 day of

June, 2024



School Board Chair



School Board Clerk

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School Board of Robbinsdale Area Schools

Business Meeting – June 24, 2024

AGENDA SECTION: Consent Agenda
ITEM: 4. Consent Agenda
PRESENTER: ReNae Bowman, School Board Chair

Description: Consent Agenda items are considered routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which the item will be removed as a Consent Agenda item and addressed. Consent Agenda items can include administrative, personnel matters and financial matters.

Recommended Motion: Approve the Consent Agenda items.

	Yes	No	Abstention
Helen Bassett			
ReNae Bowman			
Sharon E. Brooks			
Dr. Greta Evans-Becker			
Kim Holmes			
Caroline Long			
John Vento			

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Abstentions: _____

***Approved XXXX*

A Business Meeting of the School Board of Robbinsdale Area Schools (RAS) was held June 17, 2024, beginning at 7:02 p.m. in the Boardroom at the Robbinsdale Area Schools Education Service Center (ESC). A recording of the meeting can be found at: <https://www.rdale.org/discover/school-board> under "Watch School Board Meeting Webcasts."

Call to Order and Roll Call

Chair Bowman called the meeting to order at 7:02 p.m. Directors present: Helen Bassett, ReNae Bowman, Sharon E. Brooks, Dr. Greta Evans-Becker, Kim Holmes, Caroline Long, and John Vento; and Marti Voight, Interim Superintendent. Director(s) absent: none. There was a quorum, and the meeting was called to order.

Acceptance of the Agenda

MOTION: Director Vento moved to remove Superintendent Contract from the Consent Agenda, and Director Evans-Becker seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Said motion was declared duly passed.

MOTION: Director Vento moved to add Superintendent Contract as item 1. of the Work Session agenda, and Director Bassett seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Said motion was declared duly passed.

MOTION: Chair Bowman moved to add Item 5.X. 598 - Early Entry to Kindergarten under Operations to the agenda for discussion, and Director Bassett seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Said motion was declared duly passed.

Chair Bowman noted the following updates be made to the agenda:

- Operations Item 5.E. for action: Resolution for Membership in the Minnesota State High School League - correction to the Cooper application: Director Bassett be listed as representative of the Board instead of Director Evans-Becker
- Consent Agenda Item 6.C.5.b: Designation of Education Television Producer - in line for TO:, change Superintendent Engstrom to Interim Superintendent Voight

MOTION: Director Vento moved to approve the amended agenda, and Director Evans-Becker seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Said motion was declared duly passed.

Interim Superintendent's Report

Marti Voight, Interim Superintendent

Interim Superintendent Voight introduced Dr. Cheryl Ulik, Director of Research, Evaluation and Assessment, who provided a summary of the 2024 District Student Opinion Survey. The Board requested a more in depth report on this at an upcoming Work Session.

Student Achievement Update

Marti Voight, Interim Superintendent

Interim Superintendent Voight provided a summary of successes from the 2023-2024 school year, which was also provided in depth in a document attached to the agenda online.

Operations

A. Action: Resolution Relating to Renewal of an Expiring Referendum

The resolution was read, then was opened to public comment. Four community members spoke - two in support of renewal, and two not in support of renewal.

MOTION: Director Evans-Becker moved approval, and Chair Bowman seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Long, and Vento. And the following voted against the same: none. Director Holmes abstained from voting. Said motion was declared duly passed.

B. Action: Resolution Authorizing Renewal of an Existing Capital Project Levy and Calling a Special Election

MOTION: Director Evans-Becker moved approval and waived reading, and Director Holmes seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks,

- Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Said motion was declared duly passed.
- C. *Action: District 281 Long Term Facilities Maintenance (LTFM) Plan*
MOTION: Director Vento amended to clarify voting on resolution and sale of bonds together - then moved approval and waived reading, Director Evans-Becker seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Evans-Becker, Long, and Vento. And the following voted against the same: Director Holmes. Director Brooks abstained from voting. Said motion was declared duly passed.
- D. *Action: District 287 LTFM Plan*
MOTION: Chair Bowman moved approval and waived reading, and Director Vento seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Said motion was declared duly passed.
- E. *Action: Resolution for Membership in the Minnesota State High School League (MSHSL)*
MOTION: Chair Bowman moved approval with change noted at start of meeting, Director Brooks seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Said motion was declared duly passed.
- F. *Action: Policies: 410 - Family and Medical Leave, G. 414 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse, H. 415 - Mandated Reporting of Maltreatment of Vulnerable Adults, I. 522.1 - Gender Identity, J. 524 - Internet Acceptable Use and Safety, K. 707 - Transportation of Public School Students*, and L. 708 - Transportation of Nonpublic School Students**
MOTION: Director Vento moved approval of Business Meeting agenda Items 5.F-L (policies listed above) as one vote, Chair Bowman seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Said motion was declared duly passed.
**The Policy Committee will work on clarifying the verbiage between policies 707 and 708*
- M. *Action: Resolution Establishing Filing Dates for Filing Affidavits of Candidacy*
MOTION: Chair Bowman moved approval and waived reading, and Director Evans-Becker seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Said motion was declared duly passed.
- N. *Action: Resolution Designating Brokers for Investment of District Funds*
MOTION: Chair Bowman moved approval and waived reading, and Director Vento seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none.
- O. *Action: Resolution Designating Depositories for School District Funds for 2024-2025*
MOTION: Chair Bowman moved approval and waived reading, and Director Vento seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Said motion was declared duly passed.
- P. *Action: Resolution Accepting May 2024 Donations*
MOTION: Chair Bowman moved approval of \$68,313.09 in donations, and Director Bassett seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Said motion was declared duly passed.
- Q. *Non-Action: FY25 Preliminary Budget and Resolution - Virginia Verbrugge, Assistant Director of Finance*
Ms. Verbrugge was available to answer any questions regarding the FY25 Preliminary Budget and Resolution, which is recommended to move to Action at the Special Business Meeting on Monday, June 24, 2024.
- R. *Non-Action: Resolution Authorizing Payment of Specific Statements in Advance for 2024-2025 - Virginia Verbrugge, Assistant Director of Finance*
Ms. Verbrugge was available to answer any questions regarding this resolution, which is recommended to move to Action at the Special Business Meeting on Monday, June 24, 2024.
- S. *Ad Hoc Safety and Security Committee Update*
The committee noted that they would be scheduling a meeting in July to bring Superintendent Staloch up to speed on the work they are doing, and plan for the coming year.
- T. *Ad Hoc Transportation and Capital Infrastructure Committee update.*
The committee has not met, but requested 15 minutes in the upcoming Board retreat in July for discussion.
- U. *Governance Policy and Procedure Manual Task Force Update*
The task force has not met, however Chair Bowman noted that legal counsel recommended not working in the Board Google drive to prevent violation of open meeting law. The committee is looking forward to the start of Superintendent Staloch, to review the work done already and make recommendations.

V. *Policy Committee Update*

The committee met on June 12, and will continue to work through reviewing policies to bring to the Board for review and feedback before approving.

W. *Human Resources Update*

Amy O'Hern, Executive Director of Human Resources had provided a written update regarding highly qualified educational assistants (EAs), and was available for questions. She noted that three weeks ago there were 85 EA positions open, and now there are only 28 still open and posted.

X. *Regarding Policy 598 - Early Entrance to Kindergarten*

Director Brooks had requested a conversation about this policy, due to omission of Statute 124D.02.

Chair Bowman recommended it be brought back to the Policy Committee for further discussion and review, before bringing them to the Board for review and further recommendations.

Consent Agenda

Consent Agenda items include administrative, personnel matters, and financial matters.

MOTION: Chair Bowman moved approval of the Consent Agenda, and Director Evans-Becker seconded the motion.

Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Director Brooks was out of the room when the vote was taken. Said motion was declared duly passed.

Board Reports

Each month Board Members share updates from their different committee assignments and attendance at district and community events. Before the Business Meeting, Director Vento facilitated the listening time held at 6 p.m. in the Boardroom at the Education Service Center. Four individuals submitted requests (three spoke) in regard to: proposed changes to policy 522.1 - Gender Identity, referendum, responses received regarding their May 20, 2024 Listening Time comments/questions, and the transparency about and process for requesting early entrance to kindergarten for their student.

Announcements (posted announcements can be found on our website)

Adjournment

MOTION: Chair Bowman moved to adjourn the Business meeting, and Director Bassett seconded the motion.

Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Bowman, Brooks, Evans-Becker, Holmes, Long, and Vento. And the following voted against the same: none. Meeting was adjourned at 9:29 p.m.

Prepared and submitted by:

Molly Olson

Assistant Clerk, Robbinsdale Area Schools

Executive Assistant to the Superintendent and School Board

Signed: _____
Dr. Greta Evans-Becker, School Board Clerk, ISD 281

Date: _____

Minutes of Work Session

The School Board of Robbinsdale Area Schools

***Reviewed XXXX*

A Work Session of the School Board of Robbinsdale Area Schools (RAS) was held Monday, June 17, 2024 at 9:50 p.m. in the Boardroom at the Robbinsdale Area Schools Education service Center. Complete agendas, reports, and presentations are available at the office and on our website. A recording of the meeting can be found at: <https://www.rdale.org/discover/school-board> under "Watch School Board Meeting Webcasts." **Work session summary minutes are not approved by the School Board.**

Director(s) present: Helen Bassett, ReNae Bowman, Sharon E. Brooks, Dr. Greta Evans-Becker, Kim Holmes, Caroline Long, and John Vento; and Marti Voight, Interim Superintendent. Director(s) absent: none.

Introductions

All in attendance introduced themselves.

Board Topics

- **Superintendent Contract** (added after being pulled from Business Meeting Consent Agenda)
The Board reviewed the contract draft that had been reviewed by Dr. Staloch and her attorney, in preparation of returning to them with the Board's counter offer. The Board agreed to the following to propose:
 - * Base pay: \$250,000.00 for the first year, \$255,000.00 for the second year, and \$260,000.00 for the third year
 - * Incentive pay of up to 8% for the second and third years
 - * 3% contribution to 403(b)
 - * All other items in the contract remain as proposed by Dr. Staloch and her attorneyChair Bowman requested any further suggestions be submitted by Friday, to allow district legal counsel to prepare the documents to send back to Dr. Staloch and her attorney for review over the weekend.
- **Retreat Update and Topic Submission**
Due to the late hour of the Work Session, Chair Bowman requested retreat topic submissions be submitted to her no later than Monday, June 24, 2024

Other

Also due to the late hour of the Work Session, the Closed Session pursuant to Minnesota Statute 13D.05, Subdivision 3(a) for Interim Superintendent Evaluation scheduled to follow the Work Session was postponed to Monday, June 24, 2024 following the Special Business Meeting.

Work Session adjourned at 11:44 p.m..

Prepared and submitted by:

Molly Olson
Assistant Clerk, Robbinsdale Area Schools
Executive Assistant to the Superintendent and School Board

Announcements | June 24, 2024

Interschool Council Meeting

Tuesday, June 25, 2024 - 6:30 p.m.

No School - Independence Day Holiday

Thursday, July 4, 2024 all district buildings/programs will be closed.

*Visit the district calendar on our website for additional details regarding these meeting/events.
Visit our school websites for activities and sporting event details.*



School Board of Robbinsdale Area Schools

Business Meeting – June 24, 2024

AGENDA SECTION: Adjournment

ITEM: 6. Adjournment of Business Meeting

COMMENTS BY: ReNae Bowman, School Board Chair

Recommended Action: Adjourn the business meeting.

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Abstentions: _____