

# BOARD AGENDA

## INDEPENDENT SCHOOL DISTRICT 191

Burnsville High School Senior Campus  
Diamondhead Education Center  
Regular Meeting  
May 2, 2013  
6:30 PM

- I. Call to Order
  - A. Welcome Public
  - B. Pledge of Allegiance
  - C. Public Recognition
    - 1. Burnsville Alternative High School Highlights
    - 2. Presentation from the University of Minnesota School of Nursing - NIH Grant
    - 3. John Coskran Volunteer Awards
- II. Business Meeting
  - A. Approval of Agenda
  - B. Consent Agenda

Although Board action is required, it is generally unnecessary to hold discussion on these items. In the event a Board member wishes to discuss an item, that item will be moved for separate consideration.

    - 1. Minutes from the April 18 Board Meeting 2
    - 2. Human Resources 7
    - 3. Donations and Grants 9
    - 4. Approve an Extended Field Trip for Rahn Elementary Students 16
- III. New Business
  - A. Approve a Recommendation for the Unaffiliated Group Terms and Conditions of Employment (10 minutes) (Sovine) 17
  - B. Approve on a First Reading Basis, Board Policy 415: *Mandated Reporting of Maltreatment of Vulnerable Adults* (5 minutes) (Corbey) 28
  - C. Approve on a First Reading Basis, Board Policy 715: *Purchasing and Bid Requirements* (5 minutes) (Lindholm) 36
  - D. Approve on a First Reading Basis, Board Policy 803: *Health and Safety* (5 minutes) (Lindholm) 42
  - E. Adopt a Self Insured Health Plan Effective July 1, 2013 (Al Hofstede) 47
  - F. Approve Contract for New Superintendent 48
- IV. Reports
  - A. Student Advisor
  - B. Board Members
    - 1. Legislative Committee Report
- V. Adjourn to Board Workshop to Interview Board Candidates

School Board Minutes  
INDEPENDENT SCHOOL DISTRICT 191  
April 18, 2013

The meeting of the Board of Education was called to order by Chair Sweep at 6:30 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Members present: Directors Currier, Luth, Schmid, Hill, VandenBoom and Chair Sweep. Others in attendance were Superintendent Clegg, administrators and staff.

Attendance

Chair Sweep welcomed the audience and asked Director Schmid to lead the Pledge of Allegiance.

Pledge of Allegiance

Board members recognized Empty Bowls for Full Bellies and Michele Starkey who received the 2013 Minnesota Outstanding Senior Services award.

Public Recognition

Moved by Director VandenBoom seconded by Director Hill, to approve the agenda. Motion carried unanimously (6, 0).

Agenda

Moved by Director Luth, seconded by Director Currier, to approve the consent items as follows:

Consent Agenda

- Minutes of the April 4, April 9, and April 10, 2013, board meetings.
- Personnel changes for C. Hassel, D. Schmidt, M. Splittstoesser, J. Willemsen, K. Aars, S. Hermes, N. Holden, C. Knutson, K. Wendling, R. Herman, H. Abdallah, M. LaFavre, J. Handrahan, and B. Behme.
- Donation of \$500.00 from Shakopee Mdewakanton Sioux Community to purchase recycling containers; \$63.47 from D. Anderson to Burnsville High School; \$180.00 from Wells Fargo Foundation Education Matching Gift to Harriet Bishop Elementary; and \$150.00 from S. Burton, \$25.00 from Fairview Health Services, and \$200.00 from Alerus Mortgage's Refer a Friend program to Eagle Ridge Junior High.
- Approve March payroll checks numbered 717085-717133, and Direct Deposit notices numbered 494814-497649, in the net amount of \$3,506,357.32. March & April claims to date represented by checks numbered 423141-423785, 1007010-1007262, and 100787-100795 and wire transfers and adjustments totaling \$6,483,923.79. March receipts of \$14,176,729.30 and investments for the General Fund, 2011 Alt. Facilities, 2012A Alt Facilities, and OPEB of \$67,156,967.01

Minutes

HR Report

Donations

Payroll, Claims and Receipts

- as of March 31, 2013.
- Accept the Budget Analysis for the month ending March 31, 2013.  
Approve, on a second reading basis, Policy 412: *Expense Reimbursement for Travel*.
- Approve, on a second reading basis, Policy 423: *Employee - Student Relationships*.

Chair Sweep made special mention of the generous donations.  
Motion carried unanimously (6, 0).

Moved by Director Hill, seconded by Director Schmid, to approve the revised lease for a portion of our Cedar location with Intermediate 917. Motion carried unanimously (6, 0).

Moved by Director Luth, seconded by Director VandenBoom, to award the base bid of \$289,000 and Alternate 7 in the amount of \$550 for total construction cost of \$289,550 to CM Construction for the Cedar location Intermediate 917 SUN Program modifications. Motion carried unanimously (6, 0).

Moved by Director Currier, seconded by Director Schmid, to adopt the following resolution: **BE IT RESOLVED**, by the School Board of Independent School District 191, that the teaching contracts of the following long-term substitute teachers be terminated at the close of the 2012 - 2013 school year.

NAME	SCHOOL
Alyssa Anderson	HV
Janaya Anderson	VV
Megan Bien	Rahn
David Crowley	NJH
Steve Ethen	BHS
Thomas French	BHS
Mary Grzesiak	MWS
Christopher Hassel	NJH
Julie Isakson	Byrne
Jane Paulsen	NJH
Jane Phillips	HV
Kathryn Reagan	DEC
Dwight Schmidt	ERJH
Megan Splittstoesser	ST
Matthew Springer	BHS
Benjamin Stock	MJH
Beth Tinklenberg	HB
Sara Tinklenberg	ECSE
Andrew Tofte	Byrne

Budget Analysis

Policy 412

Policy 423

917 Lease

Award Cedar Bid

Termination of Long-term Substitute Teacher Contracts

Deanne Vaubel	ERJH
Kendra Vogt	BHS
Judy Willemssen	Rahn
Steven Wysocki	ERJH

**BE IT FURTHER RESOLVED**, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law.

A roll call vote was taken and the motion was carried unanimously (6, 0 with all voting in favor of the resolution).

Moved by Director Luth, seconded by Director VandenBoom, to adopt the following resolution: **BE IT RESOLVED**, by the School Board of Independent School District 191 that the portion of teaching contracts of staff in excess of 1.0 and/or contractual rights be terminated at the close of the 2012 - 2013 school year.

Termination and Nonrenewal of Teaching Contracts of Staff in Excess of 1.0

<b>TEACHER NAME</b>	<b>TOTAL FTE</b>
Anna Abbe	0.200
Amber Barry	0.100
Roxanne Becker	0.400
Susan Borne	0.200
Mollie Bousu	0.100
Kristine Branyon	0.100
Heidi Eichten	0.100
Bryan Fisher	0.100
Holly Foldenaur	0.065
Colleen Foley	0.150
Tatiana Hamer	0.100
Jeffrey Hammer	0.065
Christopher Handley	0.165
Shelley Hermes	0.065
Sara Holcombe	0.200
Molly Holmes	0.200
Kasey Hoyt	0.300
Cory Johnson	0.100
Laurie King	0.400
Michael Klubberud	0.050
Katie Larson	0.200
Julie Lautigar-Beutz	0.100

Timothy Lotze	0.065
Joseph Meyer	0.065
Tanya Meyer	0.050
Chad Miller	0.100
Stephanie Nash	0.065
Robert Paetzold	0.200
Kathleen Quirk	0.400
Jessica Sherlock	0.100
Thorsten Topp	0.065
Nicholas Wolf	0.100

**BE IT FURTHER RESOLVED**, that written notice is sent to said teachers regarding termination of that portion of his/her contract in excess of 1.0.

A roll call vote was taken and the motion was carried unanimously (6, 0 with all voting in favor of the resolution).

Moved by Director Schmid, seconded by Director Currier, to adopt the following resolution: **BE IT RESOLVED**, by the School Board of Independent School District 191, pursuant to Minnesota Statute § 122A. 40 that the teaching contracts of the following licensed probationary teacher in Independent School District 191 be terminated at the end of the 2012 - 2013 school year.

Termination of Teaching Contracts for Probationary Teachers

<b>NAME</b>	<b>LOCATION</b>	<b>FTE AMOUNT</b>
Tim Noonan	Neill	1.0 FTE
Kristen Young	G.P.	Release .6/work .4
Tatiana Hamer	H.V.	0.9 FTE
Jodie Wellman	S.O.	1.0 FTE
Brianna Ackerman	V.V.	0.9 FTE
Kate Wiegand	Byrne	1.0 FTE
Jamie Banken	Byrne	1.0 FTE
Marylin Olsen	Byrne	1.0 FTE
Sonja Johnson	BHS	1.0 FTE
Jennifer Sherman	BHS	1.0 FTE
Kathryn Dullard	BHS	1.0 FTE
Willie Taylor	ERJH	1.0 FTE
Angela Halama	ERJH	1.0 FTE
Stephanie Peick	ERJH	1.0 FTE
Mary Duran	ERJH	1.0 FTE

Kristine Helwig	ERJH	Release .2/work .8
Mary Stucynski	MJH	1.0 FTE
Chelsey Arnold	MJH	1.0 FTE
Chris Handley	MJH	1.0 FTE
Sarah Bennek	MJH	1.0 FTE
Anna Abbe	MJH	0.8 FTE
Jessica Sherlock	MJH	0.2 FTE
Joo Ree Richards	MJH	1.0 FTE
Kiel DesJarlais	NJH	0.4 FTE
Rachel Wild	NJH	1.0 FTE
Roxanne Becker	NJH	0.4 FTE
Katie Larson,	NJH	Release .4/work .6

**BE IT FURTHER RESOLVED** that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law.

A roll call vote was taken and the motion was carried unanimously (6, 0 with all voting in favor of the resolution).

Director Hill gave an oral report on the Legislative Committee, and Director Currier gave an oral report concerning the Hall of Fame.

Moved by Director VandenBoom, seconded by Director Luth, to adjourn at 7:06 p.m. Motion carried unanimously (6, 0).

Reports

Adjourn

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Bob VandenBoom, Clerk

**Burnsville-Eagan-Savage Public Schools  
Independent School District 191  
Human Resources**

TO: Members, Board of Education  
Randall Clegg, Superintendent

FROM: Stacey Sovine, Director of Labor Relations

DATE: May 2, 2013

RE: Recommended Personnel Changes

**Administrative  
Resignation**

Chris Lindholm

\*Assistant Superintendent, ASC, effective 6/30/13

**Certified  
Appointment**

Jo Abraham

-Replacement-Long term substitute, Media Specialist,  
1.0 FTE, NJH, effective 4/24/13-6/7/13

Megan Bien

-Replacement-Long term substitute, Grade 4, 1.0 FTE,  
SO, effective 4/16/13-6/7/13

Emily Nyeggen

\*Replacement-Speech/Language Pathologist, 1.0 FTE,  
ISS Cluster, effective 2013/14 school year

Betty Ramsbacher

\*Replacement-Long term substitute, Kindergarten, 1.0  
FTE, GP, effective 4/24/13-6/7/13

Beth Tinklenberg

-Replacement-Long term substitute, Kindergarten, 1.0  
FTE, HB, effective 4/22/13-6/6/13

Amy Trowbridge

\*Replacement-Long term substitute, Social Studies, 1.0  
FTE, BHS, effective 4/29/13-6/7/13

**Leave of Absence**

Shannon Jorgenson

-Teacher, ECSE, requests a .2 FTE parental leave of  
absence, working .8 FTE, effective 2013/14 school year

Tara Nelson

-Teacher, ECSE, requests a .2 FTE parental leave of  
absence, working .8 FTE, effective 2013/14 school year

Brooke Pavek

-Teacher, HB, requests a 1.0 FTE parental leave of  
absence, effective 6/4/13 - 6/5/13

Susan Zucollo

-Teacher, GP, requests a .5 FTE general leave of  
absence, working .5 FTE, effective 2013/14 school year

\*added to original report  
Burnsville-Eagan-Savage #191  
Board Meeting – 05/02/2013

**Recall from Layoff**

Kristine Helwig

-Teacher, Science, .2 FTE, ERJH, for a total contract of 1.0 FTE, effective 2013/14 school year

Kristen Young

Teacher, ESL, .4 FTE, Neill, for a total contract of .8 FTE, effective 2013/14 school year

**Resignation**

Cyndi Dorigan-Slette

-Speech Language Pathologist, ECSE, effective 6/7/13

Nicole Theis

-Nurse, Byrne, .338 FTE, effective 6/7/13

**Classified**

**Appointment**

Anab Abtow

-New-EA, 6.5 hrs/day, Districtwide, effective 4/22/13

Jane Kalal

-Replacement-2nd Cook, 3.75 hrs/day, HB, effective 5/1/13

Kay Sponsel

\*Replacement-EA - 2A, 2.5 hrs/day, Rahn, effective 4/29/13

**Retirement**

Diane Beal

-Management EA, Rahn, after 9 years in the District, effective 6/6/13

\*added to original report  
Burnsville-Eagan-Savage #191  
Board Meeting – 05/02/2013

To: Randy Clegg, Superintendent of Schools

Agenda II.B.3

From: Jon Bonneville, Principal

Date: April 12, 2013

RE: Donation

It is my recommendation that the School Board of Independent School District #191 accept this donation in the amount of \$36.00 from the following Wells Fargo employee:

Janice Swanberg	\$36.00
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We will be using these funds to support the playground/building beautification program.

Janice Swanberg  
14382 Natchez Ave.  
Savage, MN 55378

TO: Board of Education  
Dr. Randall Clegg, Superintendent

Agenda Item II.B.3  
May 2, 2013

FROM: Taber Akin, Principal – Sioux Trail School

DATE: April 17, 2013

RE: Special Donation

Members of the Sioux Trail community work tirelessly for the success of all our students. Evidence of this can be seen in the extensive volunteerism and generosity of monetary gifts.

I request that the following donation be accepted by our district for Sioux Trail Elementary School Media Center for new iPads:

Sioux Trail PTO	For Sioux Trail Media Center	\$1784.18
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TO: Board of Education  
Dr. Randall Clegg, Superintendent

FROM: Taber Akin, Principal – Sioux Trail School

DATE: April 23, 2013


RE: Special Donation

Members of the Burnsville, Eagan, and Savage community work tirelessly for the success of all our students. Evidence of this can be seen in the extensive volunteerism and generosity of monetary gifts.

I request that the following donation be accepted by our district for Sioux Trail Elementary School Kindergarten for Leveled Reading Books:

Foundation 191	For Kindergarten Leveled Readers	\$680.14
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**MEMO**

TO: Superintendent Randall Clegg and members of the District 191 School Board  
FROM: Don Leake   
DATE: April 19, 2013  
Re: Donations to Eagle Ridge Junior High School

I recommend that the Board of Education accept a donation of \$210.00 from the Wells Fargo Educational Matching Gift Program. The Wells Fargo address is P. O. Box 2157, Princeton, NJ 08543-2157.

The contributions earmarked for our school were donated by the following donors:

Brionne Sillman 13415 Glenhurst Ave Savage, MN 55378-2675	\$115.38
Christine Lane-Yousufzai 13000 Glenhurst Ave South Savage, MN 55378	\$30
Nisa Rian 13808 Yosemite Ave S Savage, MN 55378	\$180.00

We are grateful for these generous donations, and want to extend our appreciation for their support of our school community.

# Memorandum

**To:** Dr. Randall Clegg  
**CC:** Rose Hermann  
**From:** Kay Fecke *KLF*  
**Date:** 4/17/2013  
**Re:** Donation

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I recommend that the Board of Education accept the following donation to Sky Oaks Elementary School. The donation will be used for the students of Sky Oaks.

- Mr. Greg Amell (11224 Lake Ct, Burnsville, MN 55337) donated 20 volunteer hours to Sky Oaks Elementary, and his employer, 3M, matched his service with a grant of \$250.00 to the school.

We are grateful for his generous support of education and Sky Oaks School.



**TO: Dr. Randy Clegg**  
**FROM: Dave Helke**  
**DATE: April 17th, 2013**  
**RE: Donation**

Please accept the donation of a \$50.00 to Burnsville High School presented by:

Muriel Thompson  
4525 Overlook Dr.  
Bloomington, MN 55437

This check was presented as a contribution towards the Hall of Fame fund.



**Agenda II.B.3.  
May 2, 2013**

**To: Members, Board of Education**  
**From: Lisa K. Rider, Executive Director of Business Services**  
**Date: April 26, 2013**  
**Re: Donation**

**RECOMMENDATION: That the ISD 191 Board of Education accept a \$5,000.00 donation from the Burnsville Lion's Club to be divided equally among the ten elementary schools to be used at the principals' discretion.**

Members of the Burnsville Lion's Club have donated \$500.00 to each of our ten elementary schools for a total of \$5,000.00 to be used at the principals' discretion.

I recommend that we accept this donation.



**Agenda II.B.4.  
May 2, 2013**

**To: Members, Board of Education**

**From: Lisa K. Rider, Executive Director of Business Services**

**Date: April 25, 2013**

**Re: Extended Field Trip – Rahn Elementary**

**RECOMMENDATION: That the Board of Education approve the extended field trip for Rahn Elementary School Sixth Grade Students to go to Camp Sacajawea May 29-30, 2013, and that the policy requirements prohibiting elementary extended field trips be waived.**

Rahn Elementary School requests permission to take a group of sixth graders on their eleventh annual environmental education extended field trip to Camp Sacajawea Retreat Center in Lebanon Hills County Park in Apple Valley. The proposal includes 55 students being bused to Camp Sacajawea where they will be engaged in a very busy schedule of environmental education activities during the day and evening. Students will spend the night at Camp Sacajawea in tents, continue engaging in learning activities the next morning, pack, enjoy lunch and then return to school. All chaperones staying overnight will be required to have a background check on file with the district.

The cost of the fieldtrip is expected to be \$30 per student. However, donations from AmVets Post #1 and Rahn PTO reduced the student cost/donation to \$21 per student. For comparison, a typical three day field trip to a residential environmental learning center is \$150-\$175 or more per student.

Board policy prohibits extended field trips for elementary students unless the School Board waives the policy requirements. This proposal is in compliance with Board Policy IICA in all other respects.

# **BURNSVILLE EAGAN SAVAGE**

## **Independent School District 191**

### **Human Resources**

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AGENDA ITEM: III. A

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Stacey Sovine  
Human Resources Administrator

Date: May 2, 2013

RE: **Proposed adoption of the Terms and Conditions of Employment for Unaffiliated Employees of Independent School District 191.**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE PROPOSED REVISIONS AND RE-ADOPT THE UNCHANGED LANGUAGE IN THE 2013 - 2014 TERMS AND CONDITIONS OF EMPLOYMENT FOR THE UNAFFILIATED EMPLOYEES OF INDEPENDENT SCHOOL DISTRICT #191.**

There are 23 Unaffiliated Specialists and Confidential Supervisory employees. The Terms are reviewed and updated on an annual basis. Positions under these Terms are considered At-Will unless a State License is specifically required under statute. Employees under the Terms receive salary packages in alignment with comparable positions in other units and are in compliance under State Pay Equity regulations.

**The major language items include:**

- Major items on this document include changing the Title of the Director of Labor Relations to the Executive Director of Human Resources.
- Adding the Executive Director of Business Services and the Assistant Superintendent to the Tier I level.
- Adding the position of TLT Coordinator of Federal Programs to Tier IIb
- Modifying the language under the insurance to reflect our plan as of July 1st, 2013.
- Providing a monthly mileage allowance for Tier I and Tier IIa employees instead of them submitting mileage for reimbursement.

**Economic terms include:**

Total

- 1% increase on the 2013-2014 maximum salary range
- Increased cost \$77,800 (largest portion is 16% increase to insurance premiums and alignment of annual salaries to other similar positions for certain employees).
- MSBA increase is 3.44%

**2013-2015 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT:  
UNAFFILIATED SPECIALISTS OR SUPERVISORY EMPLOYEES**

**Purpose.** This policy outlines the general terms and conditions of employment for unaffiliated specialists or supervisory employees (“employee” or “employees”) of Independent School District No. 191, Burnsville (“District” or “School Board”). This policy does not create an express or implied contract between any employee and the District. The School Board may modify this policy at any time, without prior notice, as the Board sees fit. The terms and conditions in this policy will remain in effect until the Board modifies this policy.

**Unaffiliated/Supervisor Employees.** For purposes of this policy, individuals holding any of the following positions are deemed to be “unaffiliated specialists or supervisory employees”:

- Tier I: Director of Labor Relations-Executive Director of Human Resources, Executive Director of Business Services, Assistant Superintendent
  
- Tier II:
  - a) Director of Technology, Director of Accounting
  - b) Special Education Coordinator; Human Resources Coordinator; Coordinator of Instruction; Information Systems & Assessment Coordinator, Coordinator of Curriculum; Coordinator of Federal Programs, District Technology Coordinator; Communications Coordinator, Assistant Director of Food Services, Community Education Manager
  
- Tier III: Registrar; Bursar; Human Resources Benefit Specialist
  
- Tier IV: Cultural Liaison

**At-Will Employment.** The employees covered by this policy are employed on an at-will basis regardless of any statements, representations, procedures, or other policies that may be made or promulgated by the District or its agents or representatives. As a result, the District may discipline or discharge an employee as the District sees fit and for any reason that is not unlawful. The District is not required to show cause when disciplining or discharging an employee. Employees may resign from the District at any time and for any reason. This paragraph does not apply to any employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

**Performance of Duties.** Employees must faithfully perform, at a professional level of competence, the services and duties prescribed by the District, regardless of whether such duties are specifically described in this policy, in a job description, in a notice of assignment, or in another document. Prompt and regular attendance is an essential function of each employee’s job. Employees must also comply with all lawful directives issued by the Superintendent or by any other individual with supervisory authority. In addition, employees must comply with all

applicable federal and state laws and with all rules, regulations, and policies established by the District. Employees may not, directly or indirectly, engage or participate in any action or conduct that conflicts in any respect with the interests of the District. Toward that end, employees may not engage or participate in any action or conduct that is inconsistent with their job duties, the basic educational mission of the District, or the desired image of the District.

**Notice of Assignment.** The District will give each employee an annual notice of assignment containing additional information about the employee's position, including the following: (1) the employee's annual salary or hourly wage; (2) the number of duty days required of the position; and (3) whether the position is "exempt" or "non-exempt" under the Fair Labor Standards Act.

- a. **Basic duty day.** The basic duty day for most full-time employees will be eight hours in length, but employees in an exempt position are expected to work the number of hours necessary to perform their job duties and to meet the professional expectations of their job.
- b. **Overtime.** Hours worked beyond a forty-hour workweek will not constitute overtime and will not result in any overtime pay or any other form of additional compensation for employees who hold an exempt position under the FLSA. Employees who hold a non-exempt position will receive one and one-half (1.5) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Non-Duty days and paid holiday hours will not be counted as hours worked when determining overtime obligations in a given week. Beyond the basic duty day, all employees may be required to attend and participate in meetings and school-sponsored events and activities.
- c. **Modification of assignment.** The Superintendent may reassign an employee or modify an employee's assignment at any time and for any reason. In addition, the Superintendent may modify an existing job description for an employee's position or create a new job description at any time.

**Individual Contracts.** In accordance with Minnesota law, the District will issue an individual contract to each employee who is required to hold a license from the Minnesota Department of Education or the Minnesota Board of Teaching.

**Full-Time Employment.** For purposes of this policy, a "full-time" employee is one who is assigned to work at least 1400 hours per year according to the notice of assignment issued by the District.

**Calendar of Duty Days.** After receiving a notice of assignment, each employee must develop a calendar identifying the employee's duty days and non-duty days. The employee must then submit the calendar to the employee's supervising administrator for approval. The supervising administrator may require the employee to modify the calendar.

**Compensation.** The Board will determine the compensation of each employee covered by this policy. For the 2013-2014 school year and the 2014-2015 school year, the Board will use the following ranges as a guide when determining the compensation of each employee:

		2013 -2014 Range		2014 - 2015 Range	
		Minimum	Maximum	Minimum	Maximum
Tier I		\$133,000	\$139,000 \$140,400	\$133,000	\$139,000 \$140,400
Tier II	a	\$102,000	\$106,250 \$107,500	\$102,000	\$106,250 \$107,500
	b	\$65,000	\$87,000 \$87,900	\$65,000	\$87,000 \$87,900
Tier III		\$42,000	\$52,500 \$53,100	\$42,000	\$52,500 \$53,100
Tier IV		\$18.00/hour	\$25.75 \$26.00/hour	\$18.00/hour	\$25.75 \$26.00/hour

**Additional Compensation.** A Tier I or Tier II employee who has earned a doctorate from an accredited college or university will receive an additional two thousand dollars (\$2,000) per year, if the Board determines that the doctorate relates to the employee’s position with the District. If the Board or the Superintendent requires a Tier I, Tier II, or Tier III employee to work more duty days than the number identified in the employee’s notice of assignment (e.g. summer school or special projects), the employee will be paid for the additional duty days at the employee’s daily rate of pay or hourly rate of pay, as applicable.

**Daily and Hourly Rate of Pay.** In the event the District needs to determine a daily rate of pay for a Tier I, Tier II or Tier III employee, the employee’s annual salary will be divided by the number of duty days assigned to the employee. In the event the District needs to determine an hourly rate of pay for a full-time Tier I, Tier II, or Tier III employee, the employee’s daily rate of pay will be divided by eight hours.

**Holidays.** In the absence of an emergency or a change in the school calendar, employees are not expected to work on the following paid holidays:

- |                       |                              |
|-----------------------|------------------------------|
| 1. New Year’s Eve Day | 6. Thanksgiving Day          |
| 2. New Year’s Day     | 7. Day after Thanksgiving    |
| 3. Memorial Day       | 8. Christmas Eve Day         |
| 4. Independence Day   | 9. Christmas Day             |
| 5. Labor Day          | 10. One (1) Floating Holiday |

**Insurance Benefits.** As described below, the District will contribute toward the cost of the premium for certain types of insurance for full-time employees who otherwise qualify for and enroll in the insurance policy, plan, or program. The District will select the insurance policies, plans, and programs. To the extent permitted by law, upon separating from employment with the

District a former employee may continue to participate in a group health insurance plan, but such participation will be at the former employee's sole expense.

- a. **Single Health and Hospitalization Insurance.** The District will contribute an amount equal to 95% of the composite premium for an employee who enrolls the single plan. The composite premium will be based on ~~an insurance plan consisting of a high deductible a health care insurance plan with an HRA (Health Reimbursement Account) whereby the 105 plan and a CHP (health insurance account) whereby the in-network deductible is fully paid via the CHP (health insurance account) and 105 plan HRA~~ and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- b. **Dependent Health and Hospitalization Insurance.** The District will contribute an amount equal to 83% of the composite premium for an employee who enrolls in the dependent health insurance plan. The composite premium will be based on ~~an insurance plan consisting of a high deductible a health care insurance plan with an HRA (Health Reimbursement Account) whereby the 105 plan and a CHP (health insurance account) whereby the in-network deductible is fully paid via the CHP (health insurance account) and 105 plan HRA~~ and the in-network deductible equals the in-network out of pocket maximum. The remainder of the cost of the plan will be borne by the employee via payroll deduction.
- c. **Both Spouses Employed.** If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.
- d. **Dental Insurance.** The District will pay 100% of the premium for single or dependent coverage for a full-time employee who elects to participate in the District's group dental plan.
- e. **Group Term Life Insurance.** The District will pay 100% of the premium for a group term life insurance policy with a death benefit of fifty thousand dollars (\$50,000) for each full-time employee who qualifies for life insurance. The District may make arrangements with the carrier to permit Tier I or Tier II employees to purchase additional coverage up to \$200,000 at their own expense and at such rates and limitations as are provided by the carrier and the District. Tier III or Tier IV employees may purchase additional coverage up to \$100,000 at their own expense and at such rates and limitations as are provided by the carrier and the District.
- f. **Long-Term Disability (LTD) Insurance.** The District will make an LTD insurance plan available for full-time employees who desire to participate in the

plan. Employees eligible to participate in the LTD plan are responsible for paying 100% of the premium taxes through payroll deduction.

- g. **Disclaimer.** No claim or cause of action may be brought against the District for any claim that is not covered or paid by insurance. The District is not insuring or guaranteeing that any particular claim will be paid or covered by any insurance policy, plan, or program, or that any specific amount will be paid out under any policy, plan, or program. Any description of insurance benefits in this policy is intended to be general and informational only and is subject to change in the discretion of the School Board. The eligibility of any particular employee and the employee's dependent(s) is governed by the terms of the actual insurance policy, plan, or program. The District's only obligation is to make the premium contributions that are identified in this policy, as it currently is written or as amended at any time in the future, for full-time employees who otherwise qualify for and enroll in the particular insurance plan or program.

**Sick Leave.** Each full-time employee will earn sick leave at the rate of seventeen (17) days per school year and may accumulate a maximum of 300 days of sick leave. Part-time employees will earn sick leave on a prorated basis. An employee's use of sick leave is subject to the following conditions:

- a. The Superintendent may allow an employee to use up to five days of annual sick leave in advance of the monthly accrual, but the advance of sick leave will be deducted from subsequent accrual in that year. Any absences due to illness that are in excess of the employee's accumulated sick leave and annual accrual will be without pay.
- b. An employee may use accumulated sick leave whenever he/she is absent due to illness or a serious health condition that prevents his/her attendance or the performance of his/her job duties; to care for a sick or injured child who is eighteen years of age or younger; and for any other reason expressly permitted by state or federal law. An employee may use up to five (5) days of accumulated sick leave to care for a spouse who is suffering from an illness or serious health condition. In addition, an employee may use up to one (1) day of accumulated sick leave per school year to attend the funeral of an individual who is not in the employee's immediate family. Sick leave may not be used to conduct personal business.
- c. If the employee reports being absent due to illness or serious health condition, the District may require the employee to provide a certification from a qualified physician stating that the absence was due to an illness or a serious health condition. The District will make the final determination as to whether the employee is entitled to receive sick leave for a given absence.

- d. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of accumulated sick leave.

**Bereavement Leave.** An employee may take up to five (5) days of paid bereavement leave per year for any death(s) that occurs in the employee's immediate family. For purposes of this Agreement, "immediate family" includes a spouse, children, parents, siblings, grandparents, grandchildren, and in-laws (mother-in-law, father-in-law, son-in-law, brother-in-law, and sister-in-law). The Superintendent may, in his/her sole discretion, grant up to ten (10) additional days of bereavement leave per school year for reasons such as multiple deaths in the immediate family and out-of-state funerals.

**Personal Leave.** An employee may take up to two (2) days of paid personal leave each school year. The employee must obtain permission from his/her supervising administrator to take personal leave on a given day. The Superintendent or the supervising administrator may deny any request for personal leave at a given time based upon the Superintendent's or administrator's assessment of the needs of the District. Days of personal leave do not accumulate and will be forfeited if they are not used. Upon separating from employment with the District for any reason, an employee will have no right to receive any compensation for any unused days of personal leave.

**Jury Duty.** An employee who is called for jury duty will be reimbursed for the difference between the amount paid for serving on the jury and the employee's regular salary during the period of service. To the extent possible, employees will be expected to report or otherwise perform their regular duties when temporarily excused from attending court.

**Other Types of Leave.** To the extent required by law, the District will grant other types of leave. In addition, the School Board may, in its discretion, grant additional types of leave that are not required by law.

**Sick Leave Credit.** At the end of each fiscal year, employees may exchange (3) unused sick days for 3 days of pay, at their daily rate of pay, contributed into the employee's CHP rollover account.

**Expense Reimbursement.** The District will reimburse employees for mileage and reasonable expenses of job related activities. For Tier 1 and Tier IIa employees, the District shall provide a monthly allowance of Two Hundred Dollars and No Cents (\$200.00) for business use of the employee's private automobile, pursuant to M.S. §471.665, Subd. 1. Employees may be given time to participate in professional conferences and seminars, and will be reimbursed for reasonable expenses associated with attending such conferences and seminars, provided that the conference or seminar was approved in advance by the supervising administrator or the Superintendent. To obtain reimbursement, employees must submit the required forms in accordance with School Board policy.

**Tuition Reimbursement.** Tier II, Tier III or Tier IV employees are eligible for up to one thousand dollars (\$1,000) in tuition reimbursement per school year for post-graduate coursework that is germane to their assignment and benefits the District. All coursework must be preapproved by the Executive Director of Human Resources. Coursework taken by a Tier I employee, hired prior to December 30, 2012, must be preapproved by the Superintendent to receive full tuition reimbursement. All employees must submit appropriate documentation to the District showing that the employee earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement.

**Flexible Benefit Plan.** The District has established a Flexible Benefit Plan under IRS Code 125. Regulations and procedures are available in the Human Resources Office. A School Board policy and accompanying regulations have been developed and will be updated annually to comply with IRS Regulations.

**Matching Contribution Eligibility.** Employees may participate in a tax- sheltered annuity (TSA) pursuant to United States Public Law No. 87-370, Minnesota Statutes section 123B.02, subdivision 15, and School District policy. To the extent permitted by federal and state law, including Minnesota Statutes section 356.24, the District will match up to \$1,700 per year to an approved Minnesota deferred compensation program for an employee who is in his/her first year of employment with the District. After the employee has completed one year of service, the District will match up to \$2,000 per year to an approved Minnesota deferred compensation program. The District will match up to \$3,000 per year for Tier I employees. Part-time employees will receive a pro-rated contribution to a Minnesota deferred compensation program based on their F.T.E. equivalency as of July 1.

- a. **Employees on Leave.** An employee on an unpaid leave of absence is not eligible to participate in the plan.
- b. **Plan Year Begins July 1.** The annual year for the School District contributions is July 1 through June 30. Changes in District matching amounts must occur on July 1 of each year.
- c. **Employee Application.** Employees must apply to participate in the eligible TSA plan by July 1 for upcoming school year. Once an eligible employee elects to participate in the TSA investment program, the election will remain in effect for that school year and for each subsequent year unless modified by the employee.
- d. **Compliance with Federal and State Laws.** The plan is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b).
- e. **Enrollment Limited to Participating Companies.** Tax sheltered annuity purchases will be limited to companies approved by the District.

- f. **Maximum District Contribution.** The amount the District contributes to an employee's matching TSA plan may not exceed forty thousand dollars (\$40,000) during the employee's entire period of employment with the District.

**Post-Retirement Health Insurance Benefits for Tier I Employees.** If a Tier I employee was hired before January 1, 2010 and retires in good standing with at least fifteen (15) years of full-time employment with the District as a Tier I employee, the District will contribute up to sixteen thousand dollars (\$16,000) per year toward the cost of the employee's post-retirement health insurance for a period of seven (7) years after the employee retires, or until the employee becomes eligible for Medicare, whichever occurs first.

**Independent School District No. 191 is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.**

## **ADDENDUM**

This Addendum applies to the following employees in their current positions as indicated:

Constance Erickson (Director of Planning & Technology)  
Brady Hoffman (Director of Accounting Services)  
Julie Kronabetter (Assistant Director of Food Service)  
Michele Starkey (Community Education Senior Citizen Programs Coordinator)

Pursuant to an Order of the Bureau of Mediation Services, the positions held by the foregoing employees were excluded from the District-Wide Administrator's unit effective December 13, 2012. Accordingly, the terms and conditions of employment for such positions will be governed by the 2012-2013 General Terms and Conditions of Employment: Unaffiliated Specialists or Supervisory Employees ("Policy") and any subsequent such policy adopted by the School District. For the employees identified in this Addendum the following provisions also apply effective December 13, 2012:

1. **Position Elimination**

If the employee leaves the District because of a discontinued position he/she shall receive seven (7) days' pay at the current rate for each year of service in the District to a maximum of 130 days' pay.

2. **Vacation Pay**

The employees identified herein shall be paid a lump sum equal to their accrued unused vacation as of June 30, 2012. Such payment shall be made no later than 21 days from the date of this Addendum, and the payment shall be subject to applicable payroll withholdings and deductions.

3. **Post Retirement Health Insurance Benefits/Early Retirement**

a. For Constance Erickson only: the District shall contribute 75% of the dollar amount of the premium in effect at the time of Ms. Erickson's retirement until she is eligible for Medicare. A portion of the premium not paid by the District shall be paid by Ms. Erickson.

b. For Brady Hoffman, Julie Kronabetter and Michelle Starkey: If the employee reaches age 55 and has at least ten (10) years of continuous service in the District, he/she shall be eligible to continue participation in the District Group Medical/Hospitalization insurance plan. Group determination will be as per MN Statute 471.61. The employee shall be responsible for the total cost of the premiums.

\*The post-retirement health insurance benefits for Tier I employees in the Policy (page 7) shall have no application to the employees identified in this Addendum.

4. **Group Term Life Insurance**

The District will pay 100% of the premium for a group term life insurance policy with a death benefit of Fifty Thousand Dollars (\$50,000) for each full-time employee who qualifies for life insurance. Employees may purchase additional coverage up to \$200,000 at their own expense and at such rates and limitations as are provided by the carrier in the District.

\*The Group Term Life Insurance provision in the Policy (page 4) shall have no application to the employees identified herein while this Addendum is in effect.

5. **Tuition Reimbursement**

The District will reimburse tuition costs for approved course-work that is of benefit to the District. Advance approval and verification of satisfactory completion are required. Reimbursement will not be paid to employees on leave.

\*The Tuition Reimbursement provision of the Policy (page 6) shall have no application to the employees identified herein while this Addendum is in effect.

6. **Longevity Pay**

After ten (10) years of District service, the employees are eligible for a \$500 stipend; after fifteen (15) years of District service, the employees are eligible for a \$1000 stipend; after twenty (20) years, a \$2,000 stipend.

The provisions of this Addendum shall apply to each of the employees identified herein until they leave their current position or until termination of employment. Upon either of those events, this Addendum shall cease to have any application whatsoever to the employee, the position previously held by the employee, or to the terms and conditions of employment for subsequent employees hired to the position.

This Addendum does not constitute a precedent or past practice, nor shall it have any application to provisions or language in the School District's collective bargaining agreements or policies, except as specifically set forth herein.

Date of Addendum: \_\_\_\_\_



Superintendent of Schools

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**TO:** Members, Board of Education Agenda Item III.B

**FROM:** Stephanie Corbey, Executive Director of Individualized Student Services

**DATE:** May 2, 2013

**RE:** Board Policy 415: *Mandated Reporting of Maltreatment of Vulnerable Adults*

**Recommendation:** That the Board of Education approve, on a first reading basis, Board Policy 415: *Mandated Reporting of Maltreatment of Vulnerable Adults*.

As part of the ongoing work to update the Board of Education's governance policies, Board Policy 415: *Mandated Reporting of Maltreatment of Vulnerable Adults* has been reviewed and updated by the Board Policy Committee. This policy will replace Board Policy GBHAB: *Staff Student Relations Mandated Reporting of Neglect or Physical Abuse or Sexual Abuse of Vulnerable Adults*.

BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT

Policy 415 Mandated Reporting of Maltreatment of Vulnerable Adults

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. SCOPE

This applies to all employees of Independent School District 191.

III. DEFINITIONS

A. Abuse— means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate a crime as defined in section 609.235; (3) the solicitation, inducement and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult’s will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.

B. Caregiver— means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

C. Financial Exploitation—means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force,

<b>History:</b> Issued as GBHAB 7/01; revised 12/03, changed to Policy 415 and in review 5/13		
<b>Approved by:</b> Board of Education	<b>Clerk’s Signature:</b>	<b>Date:</b>

coercion or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.

- D. *Immediately*—means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.
- E. *Maltreatment*—means the neglect, abuse, or financial exploitation of a vulnerable adult.
- F. *Mandated Reporters*—means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- G. *Neglect*—means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to food, clothing, shelter, health care or supervision which is; (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded in Minn. Stat. § 626.5572, Subd. 17.
- H. *School Personnel*—means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement or other caretaking services of vulnerable adults.
- I. *Vulnerable Adult*—means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services at or from a licensed facility which serves adults as set forth in Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services at or from a licensed home care provider or home care provider service; or (4) regardless of residence or type of service received possesses a mental or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

#### **IV. POLICY STATEMENT**

School personnel are expected to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or who has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

#### **V. RESPONSIBILITIES**

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the designated county entity.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.

- C. The reporter shall identify the vulnerable adult, the caretaker, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident and any other information that the reporter believes might be helpful in investigating the suspected maltreatment. A mandated reporter may disclose not public data as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy or against a vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

**VI. EXCLUSIONS**

None

**VII. CONTACTS**

Offices that can be contacted regarding the policy.

<u>Office/Department</u>	<u>Telephone Number</u>
Human Resources	(952) 707-2010

**VIII. LEGAL REFERENCES**

Listing of relevant Minnesota Statutes and relevant United States Code.

- Minn. Stat. 13.02 (Collection, Security, and Dissemination of Records; Definitions)
- Minn. Stat. 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
- Minn. Stat. 609.221-.224 (Assault)
- Minn. Stat. § 609.234 (Crimes Against the Person)
- Minn. Stat. 609.235 (Use of Drugs to Injure or Facilitate Crime)
- Minn. Stat. 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
- Minn. Stat. 609.341 (Definitions)
- Minn. Stat. 609.342-.3451 (Criminal Sexual Conduct)
- Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
- Minn. Stat. § 626.5572 (Definitions)
- In re Kleven*, 736 N.W.2d 707 (Minn. App. 2007)

Descriptor Term: **Staff-Student Relations**  
**Mandated Reporting of Neglect or Physical Abuse**  
**or Sexual Abuse of Vulnerable Adults**

Descriptor Code: **GBHAB**

Issued Date: **7/01**

Reviewed Date:

Revised Date: **12/03**

Rescinds:

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school district to fully comply with Minn. Stat. §626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. It shall be a violation of this policy for any school personnel to fail to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or who has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. "Mandated Reporters" means any school personnel who has reason to believe that a vulnerable adult is being or has been neglected or abused.
- B. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to food, clothing, shelter, health care or supervision which is; (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded in Minn. Stat. § 626.5572, Subd. 17.
- D. "Abuse" means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate a crime as defined in section 609.235; (3) the solicitation, inducement and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct

in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic\_conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a\_vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not\_authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.

- E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- F. "Vulnerable Adult" means any person 18 years of age or older who is a resident or inpatient of a facility, or who receives services at or from a licensed facility which serves adults who receive services at or from a licensed home care provider or who regardless of residence or type of service received, is unable or unlikely to report abuse or neglect without assistance because of impairment of mental or physical function or emotional status.
- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement or other\_care taking services of vulnerable adults.
- I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

#### IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately reports the suspected maltreatment to the designated county entity.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall identify the vulnerable adult, the caretaker, the nature and extent of the suspected abuse or neglect, any evidence of previous abuse or neglect, the name and address of the reporter, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data* as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected neglect or abuse of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.
- G. A mandated reporter shall immediately (within 24 hours) report the neglect or physical abuse or sexual abuse of a vulnerable adult in the school setting by school personnel to the local police or the Minnesota Department of Education and to the Executive Director of Human Resources.

#### V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

#### VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks where appropriate.
- B. The school district will develop a method of discussing this policy with employees where appropriate.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References:

Minn. Stat. § 609.234 (Crimes Against the Person)  
Minn. Stat. § 626.556 (Reporting of Child Neglect)  
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)  
Minn. Stat. § 626.5572 (Definitions)

Cross References:

MSBA/MASA Model Policy 103 (Complaints-Students, Employees, Parents, Other Persons)  
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee or Student)  
MSBA/MASA Model Policy 403 (Discipline Suspension and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)



Superintendent of Schools

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**TO:** Members, Board of Education Agenda Item III.C  
**FROM:** Chris Lindholm, assistant superintendent  
**DATE:** May 2, 2013  
**RE:** Board Policy 715: *Purchasing and Bid Requirements*

**Recommendation:** That the Board of Education approve, on a first reading basis, Board Policy 715: *Purchasing and Bid Requirements*.

As part of the ongoing work to update the Board of Education's governance policies, Board Policy 715: *Purchasing and Bid Requirements* has been reviewed and updated by the Board Policy Committee. This policy will replace the following board policies:

- DJ: *Purchasing*
- DJA: *Purchasing Authority*
- DJC: *Bidding Requirements and Procedures*
- DJF: *Purchasing Procedures*

**BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT**

**Policy 715 Purchasing and Bid Requirements**

**I. PURPOSE**

The purpose of this policy is to ensure maximum return for the tax dollar and integrity in the expenditures of public funds by providing the requirements for competitive bids or quotations as required by Minnesota Statute § 471.345.

**II. SCOPE**

This policy applies to all district purchases.

**III. DEFINITIONS**

*Contract* – agreement entered into for sale or purchase of supplies, materials, equipment or rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

**IV. POLICY STATEMENT**

The size and complexity of ISD 191 necessitates centralized business functions and procedures. A centralized requisition/purchasing/receiving system shall be utilized for these functions and procedures.

Contracts shall be awarded as required by Minnesota Statute § 471.345. Contracts requiring a sealed bid process will be solicited by public notice as provided by law and must be awarded by the school board. Contracts not requiring sealed bids may be awarded on the basis of sealed bids or by direct negotiation by obtaining two or more quotations and may be approved by the Superintendent or Business Manager.

**V. RESPONSIBILITIES**

*Business Office* - Provide oversight and assistance through the purchasing process to ensure Minnesota Statutes are followed. Maintain current purchasing administrative regulations.

**VI. EXCLUSIONS**

This policy does not apply to agreements to purchase copyrighted materials such as textbooks.

**VII. CONTACTS**

Offices that can be contacted regarding the policy:

<u>Office/Department</u>	<u>Telephone Number</u>
Business Office	952-707-2055

**VIII. LEGAL REFERENCES**

Minnesota Statute § 123B.20  
 Minnesota Statute § 123B.52  
 Minnesota Statute § 471.345

<b>History:</b> Replaces policies DJ, DJA, DJC, and DJF (all last updated 1/05) 5/13		
<b>Approved by:</b> Board of Education	<b>Clerk's Signature:</b>	<b>Date:</b>

Descriptor Term: **Purchasing**

Descriptor Code: **DJ**

Issued Date: **2/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

The size and complexity of District 191 necessitates the implementation of centralized business functions and procedures. A centralized requisition/purchasing/receiving system shall be utilized for these functions and procedures.

Descriptor Term: **Purchasing Authority**

Descriptor Code: **DJA**

Issued Date: **8/92**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

The budget shall be considered the authorization for all expenditures, which are to be made during the fiscal year.

The Superintendent and the Business Manager are authorized to solicit all bids and proposals and to award all contracts not in excess of \$50,000 per transaction. Said authority is granted on an unrestricted and continuing basis.

Legal References:       Minn. Stat. § 123B.20  
                              Minn. Stat. § 123B.52  
                              Minn. Stat. § 471.345

Descriptor Term: **Bidding Requirements and Procedures**

Descriptor Code: **DJC**

Issued Date: **8/92**

Reviewed Date:

Revised Date: **1/05**

Rescinds:

In order to ensure maximum return for the tax dollar and integrity in the expenditure of public funds, competitive bids or quotations shall be solicited whenever practical. Contracts shall be awarded to the lowest responsible bidder who has complied with the specifications and other stipulated conditions.

Contracts in excess of \$50,000 shall be awarded on the basis of formal sealed bids or proposals as provided in law. Contracts that are greater than \$10,000 but do not exceed \$50,000 may be awarded on the basis of sealed bids, direct negotiations or by obtaining 2 or more quotations. Contracts in excess of \$50,000 must be awarded by the school board. Contracts in amounts less than \$50,000 and included in the annual budget may be approved by the Superintendent or Business Manager.

A contract is an agreement entered into by the school district for the sale or purchase of supplies, materials, equipment or construction repairs or maintenance of real or personal property. This policy does not apply to agreements to purchase copyrighted materials such as textbooks.

Legal Reference:

Minn. Stat. § 471.345

Descriptor Term: **Purchasing Procedures**

Descriptor Code: **DJF**

Issued Date: **2/91**

Reviewed Date:

Revised Date: **1/05**

Rescinds: **DJF-R**

All purchases are to be approved by the respective budget administrator in accordance with procedures developed by the Business Office and within the budget authority provided by the school board. Requisitions shall be approved by the Program Administrator before being sent to the Business Office. The procurement of all supplies, equipment and other materials and services shall be initiated by the issuance of an official purchase order signed by the Superintendent, Business Manager or Director of Purchasing or through the use of purchasing cards provided by the Purchasing Department.



Superintendent of Schools

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**TO:** Members, Board of Education Agenda Item III.D  
**FROM:** Chris Lindholm, assistant superintendent  
**DATE:** May 2, 2013  
**RE:** Board Policy 803: *Health and Safety*

**Recommendation:** That the Board of Education approve, on a first reading basis, Board Policy 803: *Health and Safety*.

As part of the ongoing work to update the Board of Education's governance policies, Board Policy 803: *Health and Safety* has been reviewed and updated by the Board Policy Committee. This policy will replace Board Policy EB: *Safety Program*.

BURNSVILLE-EAGAN-SAVAGE SCHOOL DISTRICT

Policy 803 Health and Safety Policy

I. PURPOSE

The purpose of this policy is to provide a safe and healthful environment for employees, students and the public in all school district buildings and on district grounds.

II. SCOPE

This policy is intended to protect the health and safety of employees, students, and visiting public. All employees must follow safe working practices, obey rules and regulations and work in a way that maintains the high safety and health standards developed and sanctioned by the school district.

III. DEFINITIONS

None.

IV. POLICY STATEMENT

The school district's health and safety programs will assist administration, supervisors, and staff in controlling hazards and risks which will minimize employee injuries and illnesses. This policy is designed to encourage all employees to promote the safety of their fellow employees, students, and the public. To accomplish health and safety goals, all administrators and supervisors are responsible and accountable for implementing this policy, and to insure it is followed. The policy of the district is to provide a safe work environment, adequate tools and training, and the necessary personal protective equipment. It is the employee's responsibility to follow the rules of safety as established for their protection and the protection of others, and to use the protective devices provided by the district.

The following written management plans have been established to assist in reducing or eliminating hazards to persons and facilities. The district expects that staff will fulfill their individual responsibilities toward achieving safety excellence and environmental responsiveness by exercising good judgment at all times and abiding by the requirements set forth in the health and safety programs listed below.

- Asbestos
- AWAIR (Safety Committee)
- Bloodborne Pathogens
- Chemical Hygiene (Lab Safety Standards)
- Community Right to Know
- Compressed Gas
- Fire Prevention & Protection
- First Aid/CPR/AED
- Hearing Conservation
- Indoor Air Quality
- Integrated Pest Management
- Lead In Water and Paint
- Lockout/Tag out
- OSHA Inspections & Compliance
- Playground Safety

History: Issued as Policy EB 7/94, revised 3/05, in review as Policy 803 5/13

<b>Approved by:</b> Board of Education	<b>Clerk's Signature:</b>	<b>Date:</b>
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- Personal Protective Equipment
- Aerial Lifts
- Propane Tank Safety
- Industrial Arts Safety Officer

*Cross References:*

- Radon Respiratory Protection
- Underground and Above Ground Storage Tanks
- Fork Lift Operations
- Hazardous Waste (pharmaceutical waste)
- Confined Space
- Emergency Action Plan
- Employee Right To Know
- Electrical Safety
- Machine Guarding
- Fall Protection
- Respiratory Protection

**V. RESPONSIBILITIES**

*Director of Operations and Properties* – maintain written management plans for each of the areas above and to ensure employees have access to these plans.

**VI. EXCLUSIONS**

None, it is assumed that the policy applies across the school district.

**VII. CONTACTS**

<u>Office/Department</u>	<u>Telephone Number</u>
Director of Operations and Properties	952-707-2035

**VIII. LEGAL REFERENCES**

M.S. 123B.57

M.S. 182 (Occupational Health & Safety)

Descriptor Term: **Safety Program**

Descriptor Code: **EB**

Issued Date: **7/94**

Reviewed Date:

Revised Date: **3/05**

Rescinds:

In recognition of the school district's obligation to provide a safe and healthy workplace for employees, it is the policy of Independent School District #191, to designate a Safety Director.

The Safety Director, in cooperation with district administration and the district safety committee, shall develop occupational/environmental safety and health programs that meet requirements set forth in state and federal health and safety standards.

These programs shall address regulatory requirements relating to training, procedures, personal protective equipment, medical examinations and documentation, enforcement, employee/employer responsibilities and all other compliance issues contained in the relevant standard.

The district's Occupational/Environmental Safety and Health programs are intended to fulfill three fundamental requirements:

1. The district shall provide a safe working environment;
2. There will be safe performance by the employee in that environment;
3. And, both the district and the employee shall strive to prevent injuries and illnesses.

The district and all employees are expected to comply with the State and Federal Occupational Safety and Health regulations. Specific regulations are detailed in the district health and safety regulatory compliance documentation, that includes written plans in the following compliance areas:

Bloodborne Pathogens Exposure Control  
Lockout/Tagout Hazardous Energy Control  
Employee Right-to-Know  
A Workplace Accident and Injury Reduction Program  
Respiratory Protection  
Confined Space Entry  
Hearing Conservation  
Chemical Hygiene Laboratory Standards  
Asbestos Hazard Management  
Indoor Air Quality

Legal References: Minn. Stat. 182 (Occupational Health and Safety)

Descriptor Term: **Safety Program**  
Descriptor Code: **EB**  
Issued Date: **2/96**  
Reviewed Date:  
Revised Date: **3/05**  
Rescinds:

#### Accident Prevention and Emergency Planning Organization

There shall be organized a Safety Committee reporting directly to the Safety Director. The Chairperson of the Safety Committee shall be the Safety Director.

Membership of the Safety Committee shall be made up of representatives from each building in the District. Labor and management will be represented.

#### Function of the Safety Committee

- Recommend policy and regulation statements.
- Act as clearinghouse for safety ideas and activities.
- Study accidents to determine corrective action.
- Assist in development of safety standards and rules.
- Conduct promotional campaigns to engage staff members in safety.
- Individually promote safety on the job.
- Conduct Health and Safety Surveys.

As conditions warrant, the Safety Committee may be expanded to include additional members. Furthermore, issues or concerns relating to specific buildings may be forwarded to the Building Principal for resolution/discussion at the Building level.

Legal References: Minn. Stat. 182 (Occupational Health and Safety)



**Agenda III.E.  
May 2, 2013**

**To: Members, Board of Education**  
**From: Lisa K. Rider, Executive Director of Business Services**  
**Date: April 25, 2013**  
**Re: Employee Health Benefit Plan**

**RECOMMENDATION: That the Board of Education adopt a self-insured health benefit plan effective July 1, 2013.**

Over the past year we have studied the possibility of addressing our employee' health benefit plan through a self-insured plan versus the current fully-insured plan. There have been many factors to consider, and we have held two board workshops to share with the Board of Education the facts and projections for employee health benefits effective July 1, 2013. Our insurance committee which includes representatives from employee groups has met monthly to discuss options for the employee health benefits. After the April 4, 2013, Insurance Committee meeting, we began the final steps resulting in this recommendation.

MN Statute 471.617 addresses Self-insurance of employee health benefits. MN Statute 471.617, Subd.4 requires "prior notification and consultation on ten days' written notice to the exclusive representative and agreement by the exclusive representative that represents the largest number of employees to be included in the plan." On Monday, April 15, 2013, the district sent a letter of intent to move to a self-insured health benefit plan to the BEA, our largest bargaining group. In addition, by April 19, 2013, similar letters were sent to all bargaining groups. BEA has specific bylaws which must be followed. These by-laws require the executive board, after proper notice, to vote favorably to move forward a vote to their entire group. On April 22, BEA's executive board voted favorably to move forward a vote for agreement for a self-insured health benefit plan. The full BEA group will vote on April 29.

Should the resulting vote of the full BEA be favorable in agreement for a self-insured health benefit plan, the Board of Education will then have the recommendation as stated above for decision.



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TO: Members, Board of Education Agenda Item III.F

FROM: Sandy Sweep, Chair

DATE: May 2, 2013

RE: Contract for Superintendent Mr. Joseph Gothard

**Recommendation:** That the Board of Education enter into a contract with Mr. Joe Gothard in conformance with Minnesota Statute §123B.143 for a term of three (3) years commencing July 1, 2013 and ending June 30, 2016, and that the board approve the addendum to the superintendent's contract.

Discussion

At its April 10, 2013, board meeting, the ISD 191 Board of Education authorized Chair Sweep to offer Joseph Gothard the position of Superintendent of Independent School District 191 and enter into contract negotiations with him. Joseph Gothard accepted the offer of employment and we have been negotiating the contract with the help of our attorney. The contract meets the parameters established by the board and is in line with others in neighboring and comparable districts.

A summary of the contract is as follows:

- A base salary of \$185,000 for 2013-2014.
- 28 days of vacation each contract year. Vacation must be used within six (6) months after the school year in which it was earned or it will automatically be forfeited.
- 10 paid holidays each contract year.
- 12 days of sick leave for each contract year. Sick days may be accumulated to a maximum of thirty-six (36) days during the term of the contract.
- Insurance benefits including single or dependent health and hospitalization coverage and dental coverage. The district will pay the full amount of the premium if single coverage is chosen. If dependent coverage is chosen, the district will contribute toward the cost of the premium as stated in the contract.
- The district will provide term life insurance for the superintendent under the district's group life insurance plan in the amount of \$500,000.
- The district will provide the superintendent with a monthly allowance of \$400.00 for business use of the superintendent's private automobile pursuant to M.S. §471.665, Subd. 1.

I am pleased to offer this contract for your consideration and recommend approval.

## **SUPERINTENDENT EMPLOYMENT CONTRACT**

Pursuant to Minnesota Statutes section 123B.143 (2012), the School Board of Independent School District No. 191, Burnsville-Eagan-Savage (“District” or “School Board”) enters into this employment contract (“Contract”) with Joseph Gothard (“Superintendent”). In consideration of the mutual promises contained in this Contract and other valuable consideration, the sufficiency of which is acknowledged, the District and the Superintendent agree as follows:

### **ARTICLE I DURATION AND TERMINATION**

**Section 1: Duration.** This Contract is for a term of three (3) years beginning on July 1, 2013, and ending on June 30, 2016. This Contract will remain in full force and effect unless it is modified by mutual written consent of the School Board and the Superintendent, or unless the Board discharges the Superintendent in accordance with this Contract.

**Section 2: Expiration.** This Contract will automatically expire on June 30, 2016. When this Contract expires, neither party will have any further claim against the other, and the District’s employment of the Superintendent will automatically end, unless the District and the Superintendent enter into a subsequent employment contract in accordance with Minnesota Statutes section 123B.143. At the Superintendent’s written request, the School Board will evaluate the Superintendent’s performance between three to six months before the expiration of this Contract. In addition, on its own initiative, the Board may periodically evaluate the Superintendent as it sees fit.

**Section 3: Termination During the Term.** During the term of this Contract, the District may immediately discharge the Superintendent and thereby terminate this Contract based on any of the grounds stated in Minnesota Statutes section 122A.40, subdivisions 9 or 13. If the School Board votes to discharge the Superintendent from employment during the term of this Contract, the Board must give the Superintendent written notice of the grounds for discharge. The Superintendent is entitled to a hearing before an arbitrator to challenge whether the asserted grounds for discharge exist. To exercise this right, the Superintendent or his representative must mail or hand-deliver a written request for arbitration to the School Board Chair within ten (10) calendar days after receiving written notice of the grounds for discharge. If the Superintendent makes a timely request for a hearing, the parties may attempt to mutually agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within five calendar days, the District will petition the Minnesota Bureau of Mediation Services (“BMS”) for a list of five arbitrators. Within ten (10) calendar days after receiving the list, the parties (or their representatives) must select an arbitrator from the list by using an alternating striking process. The arbitrator must conduct a hearing and issue a written decision within sixty calendar days after being selected by the parties, unless the parties agree to extend the timeline. The arbitrator’s decision will be final and binding upon the parties, subject to judicial review of arbitration decisions as provided by law. If the Superintendent (or his representative) fails to mail or hand-deliver a written request for arbitration to the School Board Chair within ten calendar days, the Superintendent will be deemed to have acquiesced to the discharge, and the Superintendent will have no further right to challenge the discharge or to bring a claim against the District.

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

**Section 5: Superintendent's Option.** The Superintendent may terminate this Contract at any time by providing written notice to the School Board one hundred fifty (150) calendar days in advance of the date of termination.

**Section 6: Limited Application of Section 122A.40.** Except as explicitly stated in this Contract, the provisions of Minnesota Statutes section 122A.40 do not apply to the District's employment of the Superintendent or to this Contract. The Superintendent does not have any continuing contract rights under Minnesota Statutes section 122A.40. By operation of law, Minnesota Statutes section 122A.40, subdivisions 3 and 19 apply to the Superintendent's employment with the District. In addition, by mutual agreement of the Superintendent and the District, Minnesota Statutes section 122A.40, subdivision 12, relating to suspension and leave of absence for health reasons, will apply to the Superintendent's employment with the District.

## **ARTICLE II RESPONSIBILITIES**

**Section 1: Licensure.** Throughout the term of this Contract, the Superintendent must hold a valid and appropriate license to work as a superintendent in the State of Minnesota. The Superintendent must provide a copy of his superintendent's license to the District's Executive Director of Human Resources before July 1 of each year this Contract is in effect.

**Section 2: Compliance with Laws and Policies.** The Superintendent must comply with all applicable federal and state laws. The Superintendent must comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Contract.

**Section 3: Assigned Duties.** The Superintendent must faithfully perform all services that the School Board prescribes or assigns to the Superintendent, regardless of whether those services are specifically described in this Contract or in a general job description. At any time during the term of this Contract, the School Board may place the Superintendent on paid administrative leave or may assign the Superintendent to perform other legal duties not traditionally associated with the position of a school superintendent. Regular and prompt attendance is an essential function of the Superintendent's job.

**Section 4: Basic Duties.** The Superintendent will have charge of the administration of the schools under the direction of the School Board. Toward that end, the Superintendent will perform the following functions: serve as the chief executive officer of the School District; direct and assign teachers and other District employees under the Superintendent's supervision; organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, but subject to the approval of the School Board; select all personnel subject to the approval of the School Board; recommend policies, regulations, rules and procedures that are necessary for the District; visit and supervise the schools in the District; report and make recommendations about the condition of the schools in the District when advisable or at the Board's request; to the extent required by law, annually evaluate each school principal assigned responsibility for supervising a school building in the

District; superintend school grading practices and examinations for promotions; make reports that are required by the Commissioner of the Minnesota Department of Education; and perform all duties incident to the office of the Superintendent. The Superintendent will serve as an ex-officio member of the School Board and all School Board committees, and will provide administrative recommendations on each item of business considered by each of these groups.

### **ARTICLE III COMPENSATION**

**Section 1: Basic Salary.** The District will pay the Superintendent a gross annual salary of one hundred eighty-five thousand dollars and zero cents (\$185,000.00) for the 2013-2014 school year; one hundred eighty-six thousand eight hundred dollars and zero cents (\$186,800.00) for the 2014-2015 school year, and one hundred eighty-eight thousand six hundred dollars and zero cents (\$188,600.00) for the 2014-2015 school year. During each school year covered by this Contract, the District will pay the Superintendent his gross annual salary in equal installments, less applicable withholdings and deductions, based on the District's regular payroll schedule.

**Section 2: TSA Matching Payments.** The Superintendent may determine the amount of the salary identified in Section 1, above, that he would like to receive as salary and the amount that he would like to have the District place in a tax sheltered annuity ("TSA") of his choice through payroll deduction. To the extent permitted by law, the District will match the Superintendent's contributions to a qualifying TSA on a dollar-for-dollar basis, up to a maximum of two thousand dollars and zero cents (\$2,000.00) during each school year covered by this Contract. Once the District has made a matching payment to the TSA, the matching payment will become the property of the Superintendent. However, if the Superintendent terminates this Contract pursuant to Article I, Section 5, the District will not be required to provide any additional matching payments after receiving written notice of the Superintendent's intent to terminate. Similarly, if the District decides to discharge the Superintendent, the District will not be required to make any additional matching payments after voting to discharge the Superintendent.

**Section 3: Responsibility for TSA Compliance.** The Superintendent and the annuity companies involved are solely responsible for ensuring that the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent hereby waives any right that he might otherwise have to bring a claim against the District for any issue related to whether the TSA complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent also waives any right that he might otherwise have to demand direct payment to him of the amount that he identifies for contribution to the TSA. The District's only obligation under Article III, Sections 2 and 3, is to make the specified contributions to the TSA.

**Section 4: Automobile Allowance.** The School Board recognizes that the Superintendent must regularly use his personal vehicle to travel for District business. Accordingly, pursuant to Minnesota Statutes section 471.665, subdivision 3, the District will pay the Superintendent a monthly automobile allowance in the amount of four hundred dollars and zero cents (\$400.00), less any applicable withholdings and deductions.

**ARTICLE IV  
DUTY YEAR AND LEAVES OF ABSENCE**

**Section 1: Basic Work Year.** The position of superintendent has exempt status under the Fair Labor Standards Act. The Superintendent's duty year will be twelve months in length and will correspond to each school year (July 1 to June 30) covered by this Contract. The Superintendent must work full-time on at least two hundred sixty-one (261) duty days, less vacation, paid holidays, and sick leave used during each duty year. The two hundred sixty-one duty days include those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Superintendent must be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

**Section 2: Vacation.** The Superintendent will be credited with twenty-eight (28) days of paid vacation on July 1 of each school year that is covered by this Contract. The Board encourages the Superintendent to use his paid vacation days. The Superintendent must obtain prior approval from the School Board Chair before taking more than ten (10) consecutive days of paid vacation, unless the vacation days are being utilized during a leave taken pursuant to the Family Medical Leave Act. The Superintendent must take vacation days within six (6) months after the school year in which the vacation days were earned. The Superintendent will automatically forfeit any vacation days that are not taken within six months after the school year in which they were earned.

**Section 3: Payment of Vacation Upon Nonrenewal.** If the School Board does not renew this Contract, the School Board will pay the Superintendent at his daily rate of pay, as determined by a divisor of 261 days, for each day of vacation that the Superintendent has accrued but has not used or forfeited as of June 30, 2016. Alternatively, the School Board may require the Superintendent to use his days of accrued but unused vacation during the last three months of this Contract. If the Superintendent terminates this Contract pursuant to Article I, Section 5, the District will not be required to compensate the Superintendent for any accrued and unused days of vacation. Similarly, if the Board discharges the Superintendent pursuant to Article I, Section 3, the District will not be required to compensate the Superintendent for any accrued and unused days of vacation that exist after the effective date of the discharge.

**Section 4: Paid Holidays.** The Superintendent will be entitled to ten (10) paid holidays each Contract year. Unless otherwise designated by the School Board, the paid holidays will be:

Independence Day	Day before Christmas
Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Memorial Day
Two floating holidays	

**Section 5: Accrual of Sick Leave.** On July 1 of each school year covered by this Contract, the Superintendent will be credited with twelve (12) days sick leave, which may be accumulated to a maximum of thirty-six (36) days during the term of this Contract. The Superintendent may use

sick leave for any illness, injury, or health condition that prevents him from performing his job duties. In addition, the Superintendent may use sick leave for any reason that is explicitly permitted by law or by another provision of this Contract. Upon ending his employment with the District for any reason, the Superintendent is not entitled to payment for any unused days of sick leave.

**Section 6: Definition of Immediate Family.** For purposes of this Contract, the term “immediate family” means the spouse, child, parent, grandparent, grandchild, sibling, parent-in-law, daughter-in-law and son-in-law.

**Section 7: Family Illness.** The Superintendent will receive up to three (3) days of paid leave per school year to be used to care for a member of the Superintendent’s immediate family who has an illness or injury that requires attention from a medical provider. These days will not be deducted from the Superintendent’s accrued sick leave. Upon ending his employment with the District for any reason, the Superintendent is not entitled to payment for any unused days of family illness leave.

**Section 8: Bereavement Leave.** The Superintendent will be granted up to three (3) days of bereavement leave, without loss of pay, for each death in the Superintendent’s immediate family. Days utilized for bereavement leave will not be deducted from the Superintendent’s accumulated sick leave. Upon ending his employment with the District for any reason, the Superintendent is not entitled to payment for any unused days of bereavement leave.

**Section 9: Workers’ Compensation Differential.** In accordance with Minnesota Statutes Chapter 176, if the Superintendent is injured while performing duties for the District and qualifies for workers’ compensation benefits, he may draw from his accumulated sick leave in order to make up the difference between his regular salary and the workers’ compensation insurance payments he receives. The Superintendent’s accumulated sick leave will be reduced in proportion to the amount of compensation paid pursuant to this Section. This Section of the Contract will immediately cease to apply if the Superintendent exhausts his accumulated sick leave.

## **ARTICLE V INSURANCE**

**Section 1: Health and Hospitalization.** The District will select and offer one or more group health and hospitalization insurance plans to the Superintendent. This paragraph will not apply unless the Superintendent qualifies for and enrolls in a group health and hospitalization plan that is offered by the District. If the Superintendent elects single coverage, the District will pay the full amount of the monthly premium. If the Superintendent elects dependent or family coverage, the District will contribute the same amount toward the monthly premium for group health and hospitalization insurance that it contributes for the District’s Tier I executive director(s) under the General Terms and Conditions of Employment for Unaffiliated Supervisory Employees. To the extent that the cost of the monthly premium exceeds the amount of the District’s contribution, the Superintendent must pay the remaining cost through payroll deduction.

**Section 2: Dental.** The District will select and offer one or more dental plans. This paragraph will not apply unless the Superintendent qualifies for and enrolls in a dental plan that is offered by the District. If the Superintendent elects single coverage, the District will pay the full amount of the monthly premium for dental insurance. If the Superintendent elects dependent or family coverage, the District will contribute the same amount toward the monthly premium for dental insurance that it contributes for directors under the Director's Terms and Conditions of Employment. To the extent that the cost of the monthly premium exceeds the amount of the District's contribution, the Superintendent must pay the remaining cost through payroll deduction.

**Section 3: Life Insurance.** The District will select and offer a group term life insurance policy with a maximum death benefit of five hundred thousand dollars (\$500,000). This paragraph will not apply unless the Superintendent qualifies for and enrolls in the plan that is offered by the District. During the term of this Agreement, the District will pay the full amount of the monthly premium for the policy offered by the District. The life insurance policy will be payable to the Superintendent's named beneficiary.

**Section 4: Long Term Disability Insurance.** The District will pay the full amount of the monthly premium for a long-term disability ("LTD") insurance plan selected by the District for the Superintendent.

**Section 5: Claims Against the District.** The District is not promising or guaranteeing that any particular claim will be paid or covered by insurance. The District's only obligation is to select an insurance plan and make the premium contributions that are described in this Contract. The eligibility and coverage of the Superintendent and any dependents will be governed entirely by the terms of the applicable insurance policy. No claim may be made against the District as a result of denial of insurance benefits by an insurer if the District has selected the policies and paid the premiums described in this Article. Subject to any applicable requirements of federal or state law, the District's obligation to make any contribution toward the cost of the premium for any and all types of insurance described in this Contract will cease immediately upon termination or expiration of this Contract or in the event that the Superintendent's employment ends for any reason.

## **ARTICLE VI PROFESSIONAL GROWTH AND REIMBURSEMENT**

**Section 1: Professional Growth Conferences and Meetings.** The School Board recognizes the importance of having the Superintendent attend and participate in conferences and meetings for professional growth. Accordingly, the Superintendent is encouraged and expected to attend appropriate professional meetings at the local, state, and national level. The District will pay, or reimburse the Superintendent for, all valid, reasonable, and necessary expenses associated with the Superintendent's travel to and attendance at such conferences and meetings whenever his attendance is required or permitted by the School Board. The Superintendent is required to attend the annual American Association of School Administrators conference. The Superintendent must periodically report to the School Board about the meetings and conferences he has attended. To receive reimbursement for expenses, the Superintendent must file itemized expense statements in compliance with School Board policy and law. Notwithstanding any other

provision in this Contract, the Board in its sole discretion may limit the number and type of conferences and conventions the Superintendent may attend. Such a limit will not take effect until notice of the limit is provided to the Superintendent.

**Section 2: Dues.** The District will pay the professional dues to the American Association of School Administrators, Minnesota Association of School Administrators, and another organization of the Superintendent's choice. In addition, the District will pay the dues for the Superintendent to be a member of civic organizations and service organizations that are mutually agreed upon by the Superintendent and the District.

**Section 3: Tuition Reimbursement.** During each school year covered by this Contract, the Superintendent is eligible to receive a maximum of two thousand five hundred dollars (\$2,500) in tuition reimbursement for post-graduate coursework that is germane to maintaining his Minnesota license as a school superintendent. All coursework must be preapproved by the School Board Chair. The Superintendent must submit appropriate documentation to the Board Chair showing that the Superintendent earned a grade of B or higher, or a passing grade in a pass/fail system, in order to be eligible for tuition reimbursement.

**Section 4: Business Expenses.** The District will reimburse the Superintendent for reasonable and necessary expenses that he incurs in the course of conducting District business. To obtain reimbursement, the Superintendent must file itemized expense statements in compliance with School Board policy and law. The School Board retains the ultimate discretion to approve or deny an expense. The Superintendent is encouraged to seek approval for significant expenses in advance of incurring the expense. Because the Superintendent is receiving an automobile allowance, the Superintendent may not claim reimbursement for miles driven in his personal vehicle. Notwithstanding any other provision in this Contract, the Board in its sole discretion may further define the number and type of expenses for which the Superintendent may claim reimbursement.

## **ARTICLE VII MISCELLANEOUS**

**Section 1: Outside Activities.** Although the Superintendent must devote full time and due diligence to the affairs and the activities of the District, he may also serve as a consultant to other 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 superintendent. 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 Chair.

**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 his employment and he is acting within the scope of employment or official duties, the District will defend and indemnify the Superintendent to the full extent required by law. Indemnification, as provided in this Section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty. In addition, the District's obligation to defend and indemnify the Superintendent is subject

to the limitations stated in Minnesota Statutes Chapter 466 and the case law interpreting that statute.

**Section 3: Jury Duty.** If the Superintendent serves on jury duty during the term of this Contract, he will receive full pay from the District, without deduction from accumulated vacation or sick leave, provided that he submits to the District any compensation he received from being called to sit as a juror.

**Section 4: Mandatory Disclosure.** Before entering into this Contract, the Superintendent must disclose, in writing, the existence and terms of any buyout agreement, including amounts and the purpose for the payments, relating to his contract with another school board. For purposes of this Contract, a “buyout agreement” is any agreement under which the Superintendent was employed as a superintendent; left before the term of the contract was over; and received a sum of money, something else of value, or the right to something of value for some purpose other than performing the services of a superintendent. The failure to make such a disclosure will render this Contract void as a matter of law.

**Section 4: Severability.** If a court of law determines that any provision of this Contract is invalid or unenforceable by operation of law, the remainder of the Contract will remain in full force and effect.

**Section 5: Entire Agreement.** This Contract constitutes the entire agreement between the parties relating to the District’s employment of the Superintendent. Neither party has relied upon any statements or promises that are not set forth in this document. This Contract supersedes any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or District policy. The Superintendent understands and agrees that any handbooks, manuals, or policies adopted by the District do not create an express or implied contract between the District and the Superintendent. No waiver or modification of any provision of this Contract will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown by their signatures. This Contract will not become effective unless and until it is approved by the District’s School Board and signed by both parties.

**Joseph Gothard**

**Independent School District No. 191,  
Burnsville-Eagan-Savage**

I have subscribed my signature  
this \_\_\_ day of \_\_\_\_\_, 2013.

I have subscribed my signature  
this \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
School Board Chair

I have subscribed my signature  
this \_\_\_ day of \_\_\_\_\_, 2013.

RASW: 2325

**ADDENDUM TO SUPERINTENDENT’S CONTRACT**

The School Board of Independent School District No. 191, Burnsville-Eagan-Savage (“District”) enters into this Contract Addendum (“Addendum”) with Joseph Gothard (“Superintendent”).

WHEREAS, the District and the Superintendent have entered into an employment contract (“Contract”) that does not address relocation or moving expenses;

WHEREAS, the Superintendent is interested in having the District reimburse him for some of his relocation and moving expenses; and

WHEREAS, the District is interested in having the Superintendent move into a home that is located within the geographic boundaries of the District;

NOW, THEREFORE, IN CONSIDERATION OF the promises stated in this Addendum and other valuable consideration, the sufficiency of which is acknowledged, the District and the Superintendent agree as follows:

1. The District will reimburse the Superintendent in an amount not to exceed twelve thousand nine hundred and thirty-five dollars and zero cents (\$12,935.00), in total, for reasonable and necessary expenses that he incurs in moving to a residence located within the District’s boundaries, provided that the move occurs or before December 31, 2013, and that the expenses are incurred before December 31, 2013. In accordance with District policy, the Superintendent must submit an itemized expense report with supporting receipts as a prerequisite to obtaining reimbursement for his moving or relocation expenses.
2. The District does not make any representations regarding the tax consequences associated with any payment or reimbursement of the Superintendent’s moving or relocation expenses. The Superintendent is encouraged to seek the advice of a qualified tax consultant, attorney, or accountant to determine whether and to what extent such payments or reimbursement is taxable.
3. The Contract remains in full force and effect. This Addendum does not extend or modify the Contract in any respect other than to provide for reimbursement of certain moving expenses.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Addendum on the dates shown by their signatures. This Addendum will not become effective unless and until it is approved by the District’s School Board and signed by both parties.

**Joseph Gothard**

**Independent School District No. 191**

I have subscribed my signature  
this \_\_\_ day of \_\_\_\_\_, 2013.

I have subscribed my signature  
this \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
School Board Chair

I have subscribed my signature  
this \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
School Board Clerk