# **POSTING NOTIFICATION**

SIBLEY EAST PUBLIC SCHOOLS INDEPENDENT SCHOOL DISTRICT NO. 2310 ARLINGTON-GAYLORD-GREEN ISLE

REGULAR SCHOOL BOARD MEETING

ARLINGTON CAMPUS-MEDIA CENTER

MONDAY, APRIL 19th, 2021 @ 6:30 P.M.

## SIBLEY EAST PUBLIC SCHOOLS REGULAR SCHOOL BOARD MEETING INDEPENDENT SCHOOL DISTRICT NO. 2310 ARLINGTON-GAYLORD-GREEN ISLE ARLINGTON CAMPUS-MEDIA CENTER MONDAY, APRIL 19, 2021 @ 6:30 P.M.

<b>B.</b>	SALUTE TO THE FLAG:  CALL TO ORDER: The meeting was called to order at p.m.  Members: Brian Brandt, Laura Reid, Sarah Ziegler, Avery Grochow, and Jon Hazelwood, Rachel Lueth.
C.	APPROVAL OF AGENDA: Member moved, second by member, to approve the agenda. The motion was/not approved.
D.	VISITOR COMMENTS:
E.	<ol> <li>CONSENT AGENDA:         <ol> <li>Approval of Minutes-Recommend approval of the March 18, 2021, School Board Meeting Minutes. March 24, 2021 Special School Board Meeting</li> <li>Personnel:</li></ol></li></ol>
	<ol> <li>Fundraising Request- Baseball program letter writing campaign for the purpose of purchasing additional equipment, uniforms, supplies.</li> <li>Approval of Consent Agenda: Motion by Member, second by member, to approve the consent agenda. The motion was/was not approved.</li> </ol>

F. OLD/UNFINISHED BUSINESS: None

## G. NEW BUSINESS:

1.	Approval of July 1, 2021 through June 30, 2024 Superintendent Contract with Dr. Joseph Libby as written and presented. Motion by member
2.	Consider the sale of used ARMER Bidirectional Amplifier to Alpha Wireless/GFW Schools for the sum of \$4,000. Proceeds to be split equally between the City of Arlington, Sibley County, and Sibley East Schools. Motion by member, second by member to approve the sale of the ARMER Bidirectional Amplifier to Alpha Wireless/GFW schools in the amount of \$4,000 with proceeds to be split equally between the City of Arlington, Sibley County, and Sibley East Schools. The motion was/was not approved.
3.	Recognition of receipt of City of Green Isle Resolution 2021-08 the withdrawal from the joint agreement with the Cities of Arlington, Gaylord and Green Isle and ISD #2310 relating to the establishment and operation of a jointly sponsored Community Education and Recreation Program. Motion by member, second by member, to recognize receipt of City of Green Isle Resolution 2021-08 the withdrawal from the joint agreement with the Cities of Arlington, Gaylord and Green Isle and ISD #2310 relating to the establishment and operation of a jointly sponsored Community Education and Recreation Program. The motion was/was not approved.
4.	Recognition of receipt of Bureau of Mediation form "Notice of Desire to Negotiate" from Sibley East Education Minnesota (SEEM) for the purpose of reaching agreement on a successor agreement to cover 2021-2023 school years. Motion by member, second by member, to recognize receipt of Bureau of Mediation form "Notice of Desire to Negotiate" from Sibley East Education Minnesota (SEEM) for the purpose of reaching agreement on a successor agreement to cover 2021-2023 school years.
5.	Bills and Payments: Recommend approval of April 2021 bills totaling: \$1,338,542.66.  Motion by member, seconded by member, to approve the April 2021 bills and payments totaling \$1,338,542.66.  Motion was/was not approved.
6.	Accept donation in the amount of: \$200.00 Gaylord Sertoma-NHS/Football, \$500.00 Green Isle Lions-Trap Team, \$200.00 Sibley County Sheriff's Mounted Posse Office of the Sheriff-Trap Team,

	\$2,500.00 Sibley Electric Incorporated-Prom, \$500.00 Gaylord Fire Department Relief Assn Gaylord Fire Fighters-Prom, \$4,000.00 Gaylord Fire Department Relief Assn Gaylord Fire Fighters-Trap Team, \$1,000.00 VFW Post 6031 Gambling Fund-Trap Team, \$500.00 Veterans of Foreign Wars New Auburn Post No. 7266 Charitable Gambling Fund-FFA, \$250.00 Knights of Columbus St. Arthur Council 10172-Trap Team, \$500.00 Green Isle, \$250 Carney Family, pool toys and supplies.  Motion by member, seconded by member to					
	accept the donations as listed. Motion was/was not approved.					
ĭ.	SUPERINTENDENT AND PRINCIPAL REPORTS:					
J.	OTHER INFORMATION:					
	Reminder: Next Regular School Board Meeting is scheduled for May 18, 2020 beginning at 5:00 p.m. Media Center, Arlington Campus. (Spring Fling Music Concert)					
	Motion by Member, second by Member, to adjourn the meeting. Motion was/was not approved.					
	ADJOURNMENT: The meeting was adjourned at p.m					

SIBLEY EAST PUBLIC SCHOOLS REGULAR SCHOOL BOARD MEETING INDEPENDENT SCHOOL DISTRICT NO. 2310 ARLINGTON-GAYLORD-GREEN ISLE ARLINGTON CAMPUS-MEDIA CENTER MONDAY, MARCH 15, 2021 @ 5:00 P.M. CANCELLED DUE TO WEATHER

RESCHEDULED SIBLEY EAST PUBLIC SCHOOLS REGULAR SCHOOL BOARD MEETING MINUTES. INDEPENDENT SCHOOL DISTRICT NO. 2310 ARLINGTON-GAYLORD-GREEN ISLE. ARLINGTON CAMPUS-MEDIA CENTER. THURSDAY, MARCH 18, 2021 @ 9:00 A.M.

The meeting was called to order at 9:00 a.m. Members: Brian Brandt, Sarah Ziegler, Avery Grochow, Jon Hazelwood were present. Members Reid and Lueth arrived at 9:02 a.m.

**APPROVAL OF AGENDA:** Motion by member Ziegler, second by Member Hazelwood, to approve the agenda. The motion was approved by unanimous vote 4-0.

#### **VISITOR COMMENTS:** None

CONSENT AGENDA: Approval of Minutes-Recommend approval of Regular February 16, 2021, Board Meeting Minutes. Personnel: Hiring:none Resignation: Stacy Pauly- Gaylord Grade 4, effective June 5, 2021, Rene Moriarty-MS/HS Physical Education, effective June 5, 2021, Vanessa Godinez-Para Arlington, effective immediately. Volunteer Coach Approval: McKenna Kranz-Youth Volleyball coach, Brad Dose-Basketball Fundraiser Requests: 1) Season long concessions at Gaylord GPL- Trap Team 2) May 1, 2021-October 1, 2021 Shoot to win gift cards at Gaylord GPL 3) April 11, 2021-May 24, 2021- Randy's Food Sales fundraiser. All activities are to raise funds for the Sibley East Trap Team. Approval of Consent Agenda: Motion by member Grochow, seconded by member Hazelwood, to approve consent agenda items. Motion was approved by unanimous vote 6-0.

**OLD/ UNFINISHED BUSINESS:** Update from Gary Kurtzweg, Arlington Baseball Association, regarding the scoreboard fundraising efforts. Consider a motion to approve/reject/table the purchase of the scoreboard for the Arlington baseball field. Motion by member Reid, second by member Lueth, to approve the purchase of the Daktronics scoreboard as quoted. Motion was approved by unanimous vote 6-0.

#### **NEW BUSINESS:**

South Central Service Cooperative update on the Superintendent candidate search and interview schedule. Ed Waltman and Harold Remme. Motion by Member Ziegler, second by Member Grochow to approve the *Sibley East Public Schools Profile Desired Superintendent Attributes* as written. Motion was approved by unanimous vote 6-0.

Motion by member Reid, second by member Lueth to accept the *Sibley East Public Schools 2021 Superintendent Search Candidate List* as written. Motion was approved by unanimous vote 6-0.

Greg Elseth- Sibley East Biology Club discussion-postponed until April 19, 2021, regular school board meeting.

Annie Meuleners, Sibley East Prom Advisor- Discussion of prom planning and potential date change. Motion by member Lueth, second by member hazelwood, to approve May 15, 2021as the date for prom at an off-site venue. Motion was approved by unanimous vote 6-0.

Approve the 2021-2022 Sibley East School District Calendar. Motion by member Hazelwood, second by member Ziegler, to approve the 2021-2022 Sibley East School District Calendar as presented. Motion was approved by unanimous vote 6-0.

Bills and Payments: Recommend approval of March 2021 bills totaling: \$1,241,965.81. Motion by member Reid second by member Grochow to approve March 2020 bills and payments totaling \$1,241,965.81. Motion was approved by unanimous vote 6-0.

Accept donations: \$2,000.00 Mark Lundstrom-Scoreboard, \$8,700.00 Gaylord Fire Department Relief Assn.-Trap Team, \$1,000.00 Jerry's Home Quality Foods-Scoreboard, \$1,000.00 Jerry's Home Quality Foods-Scoreboard, \$100.00 Goldsmith Eye Care PC-Sibley Scoop, \$100.00 Arlington State Bank-Sibley Scoop, \$100.00 Alloy Insurance Agency-Sibley Scoop, \$100.00 Thomes Bros Inc-Sibley Scoop, \$100.00 Haggenmiller Lumber-Sibley Scoop, \$100.00 Gustafson Family Dentistry, P.A.-Sibley Scoop, \$120.00 M. Ward Wolverton Ann L. Wolverton-Sibley Scoop, \$25.00 Zachariah Dahlman-Sibley Scoop, \$25.00 Melsha Construction, Inc. Mark or Jayne Melsha-Sibley Scoop, \$50.00 Mayflower Golf Club LLC Corey Albrecht-Sibley Scoop, \$50.00 John Dieball-Sibley Scoop, \$100.00 Richard P. Moriarty DBA Moriarty Painting-Sibley Scoop, \$100.00 Stu's Rainbow Inn-Sibley Scoop, \$100.00 Lindsay Sjostrom Real Eastate LLC-Sibley Scoop, \$100.00 Charles Templin, Lisa Templin-Sibley Scoop, \$25.00 Vivian Grisham DBA Grisham Insurance Agency-Sibley Scoop, \$50.00 Ottomotive Tire & Repair, LLC-Sibley Scoop, \$250.00 Pheasants Forever, Inc-Trap Team. Motion by member Ziegler, second by member Hazelwood to accept the above donations with gratitude. Motion was approved by unanimous vote 6-0.

**PRINCIPAL and SUPERINTENDENT REPORTS:** Principal Jeremy Wagner updated the Board regarding events taking place at the Middle School/High School. Superintendent Amsden updated the Board on the elementary principal search.

**OTHER INFORMATION:** Special School Board Meetings for the purpose of selecting a new superintendent: March 18, 2021 10:00am-8:30pm Sibley East Middle School High School auditorium, March 23<sup>rd</sup> and March 24<sup>th</sup> superintendent finalist interviews, times to be determined. Next Regular School Board Meeting is scheduled for April 19, 2021 @ 6:30 PM, Arlington Campus-Auditorium.

<b>ADJOURNMENT:</b> Motion by member Grochow, second by member Hazelwood, to adjourn the meeting. Motion was approved by unanimous vote 6-0.							
The meeting was adjourned at 9:58 a.m.	The meeting was adjourned at 9:58 a.m.						
Board Chair- Brian Brandt	Board Clerk-Avery Grochow						

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## SIBLEY EAST PUBLIC SCHOOLS SPECIAL SCHOOL BOARD MEETING INDEPENDENT SCHOOL DISTRICT NO. 2310 ARLINGTON-GAYLORD-GREEN ISLE ARLINGTON CAMPUS-AUDITORIUM WEDNESDAY, MARCH 24, 2021 @ 6:00 P.M.

**CALL TO ORDER:** The meeting was called to order at 6:00 p.m. Members: Brian Brandt, Laura Reid, Sarah Ziegler, Avery Grochow, Jon Hazelwood, and Rachel Lueth were present.

**APPROVAL OF AGENDA:** Motion by member Lueth, second by member Hazelwood, to approve the agenda. The motion was approved by unanimous vote.

FINALIST CANDIDATE INTERVIEW- Dr. Joseph Libby

DISCUSSION OF SUPERINTENDENT CANDIDATES FACILITATED BY SEARCH CONSULTANTS- Harold Remme, South Central Service Cooperative presented.

**DETERMINATION OF SUPERINTENDENT FINALIST-** Motion by member Hazelwood, second by member Grochow, to enter into contract negotiations with Dr. Joseph Libby. Motion was approved by unanimous vote.

**NEW SUPERINTENDENT CONTRACT AND CONTRACT NEGOTIATIONS TEAM**-Board Chair Brian Brandt along with District Counsel Anthony Nerud, supported by South Central Service Cooperative Representatives, will enter into negotiations with Dr. Libby

**ADJOURNMENT:** Motion by member Lueth, second by member Reid to adjourn the meeting. The motion was approved by unanimous vote.

The meeting was adjourned at 7:48 p.m.						
Board Chair-Brian Brandt	Board Clerk-Avery Grochow					

# **Fundraiser Request Form**

Today's Date MARCH 23, 2021 Deadline
Person/Group making this request
Purpose of Fundraiser To purchase ADDITIONAL EQUIPMENT, UNIFORMS, & VAPIDUS
BASEBALL TRAINING AIDS THAT WOULD NOT BE AFFORDED WITHIN OUR NORMAL BUDGET
Date of Fundraiser 2 WEEKS IN APPL Supervisor/Advisor DAN HOEFS
Description of Fundraiser FLAYERS WILL BE SENDING A FORM LETTER TO
FAMILY, FRIENDS, NEIGHBORS, BULSINESSES, ETC ASKING FOR DONATIONS TO
SIBLEY EAST BASEBALL. EACH PLAYER WILL SEND 10 LETTERS.
Action taken on request
( ) Approved
( ) Not approved for the following reason(s)
+++++++++++++++++++++++++++++++++++++++
Activities Director(when applicable) Korly Wolf Date 3.26-20
Activities Director(when applicable) Karly Well Date 3.26-20  Principal Date 3.26-20
Action taken by Sibley East School Board Date
( ) Approved
( ) Not Approved

Dear

We would like to start off by hoping that everyone is doing well and excited that spring is in the air! And with spring right around the corner, that means that the high school baseball season is here as well.

The purpose of this letter is to ask you for a monetary donation to the Sibley East baseball program. We have decided to, rather than sell products such as pizza or cookie dough where 50% or more of a donation goes to the sponsoring vendor, simply ask for a donation where 100% of the money goes directly to our program.

Your donations will help supplement our school budget to help purchase additional equipment to enhance our baseball program. It will be used on such items as a Hack Attack pitching machine, baseball skills specific teaching/training aids, as well as traditional baseball equipment such as catcher's gear, batting helmets, extra uniforms, etc.

Our program is sincerely indebted to you as supporters and offer our heartfelt appreciation for any amount, no matter how large or small, you feel comfortable in donating to the Sibley East Baseball Program. Thank you for considering donating to our program and go Wolverines!

Sincerely,	
Sibley East Wolverine Baseball Player	
Please fill out the information below and mail your donation	
Name	Donation amount
Player Sponsoring	Phone #
E-Mail Address	
Cut off and retain for your records.	

Tax deductible donation of \$\_\_\_\_\_ to the Sibley East Baseball Program.

#### SUPERINTENDENT CONTRACT

#### ARTICLE I PURPOSE

This Contract is entered into between Independent School District No. 2310, Sibley East Public Schools, Minnesota, hereinafter referred to as the School District, and Joseph A. Libby hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

#### ARTICLE II APPLICABLE STATUTE

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

# ARTICLE III LICENSE

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

# ARTICLE IV DURATION, EXPIRATION, TERMINATION DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. <u>Duration</u>: This Contract is for a term of three years commencing on July 1, 2021, and ending on June 30, 2024. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided in this Contract.

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

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

NOTE 2: See "NOTE 1."

1.

Section 3. Termination During the Term: The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in M.S. 122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in M.S. 122A.40, Subd. 9. or Subd. 13., it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through

the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

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

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

#### ARTICLE V DUTIES

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

#### ARTICLE VI DUTY YEAR AND LEAVES OF ABSENCE

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

Section 2. Vacation: The Superintendent shall earn 20 working days of annual paid vacation each Contract year. Unused vacation may be taken within six (6) months after the end of the Contract year in which it is earned. Three (3) days of unused vacation may be accumulated per year with a limit of eighteen (18) days. Upon the termination of the Superintendent for any reason, the Superintendent shall be entitled to be paid up to an additional eighteen (18) days accrued pursuant to the provisions of this section.

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

Section 4. Sick Leave: As of July 1, 2021, the Superintendent will be credited with 15 days of sick leave. As of July 1, 2022 and thereafter, the Superintendent shall earn paid sick leave at the rate of 1.25 day(s) each working month, and earned sick leave may accumulate to a maximum of 120 days.

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

Section 6. Bereavement Leave: The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate family. The time utilized shall be in an amount to be determined after conferring

with the School Board Chair. Days utilized will not be deducted from the Superintendent's sick leave. "Immediate family" is defined as the Superintendent's spouse, child, parent, brother, sister, or other relative who was living in the same household as the Superintendent.

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

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

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

Section 10. Disability: The School District, at its expense, shall provide the Superintendent the same long-term disability insurance coverage as is afforded other administrative employees of the District. If the Superintendent is unable to perform his/her regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School Board shall provide additional paid sick leave at a salary equal to 100% (percent) of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

3.

Section 11. Medical Leave: Pursuant to M.S. 122A.40, Subd. 12., the Superintendent shall have a right to a leave of absence for health reasons.

Section 12. Insurance Application: A Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Superintendent shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Superintendent is on paid leave from the School District under Section 4. Above or supplemented by sick leave pursuant to Section 5. Above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance retained.

# ARTICLE VII INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization coverage under the School District's HSA group health and hospitalization at the expense of the School District. The School District shall fully fund the HSA deductible.

NOTE 4: In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Superintendent's healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.

Section 2. <u>Life Insurance</u>: The School District shall provide, at its own expense, term life insurance for the Superintendent under the School District's group term life insurance plan in the amount of \$100,000, payable to the Superintendent's named beneficiary(ies).

<u>NOTE 5</u>: According to the Internal Revenue Service rules, the amount of School District premium contribution that pays for life insurance coverage in excess of \$50,000 is considered taxable income, so the School District should be certain that it is reporting that contribution as such, and the Superintendent needs to know why that amount is being reported.

Section 3. Long-Term Disability Insurance: The School District shall provide, at its own expense, long-term disability insurance for the Superintendent under the School District's group long-term disability insurance plan as is afforded to other administrative employees of the District.

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

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

4.

#### ARTICLE VIII OTHER BENEFITS

Section 1. <u>Tax-Sheltered Annuities</u>: The Superintendent is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, M.S. 123B.02, Subd. 15., School District policy, and as otherwise provided by law. The District will match the Superintendent's contribution up to \$3,000 per year.

Section 2. Vehicle: The School District shall compensate the Superintendent for business use of his/her private vehicle at the IRS rate per mile pursuant to M.S. 471.665, Subd. 3.

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

# ARTICLE IX SALARY

The Superintendent shall be paid an annual salary of \$140,000 for the 21-22 Contract year, \$141,500 for the 22-23 Contract year, and \$143,000 for the 23-24 Contract year. During the term of this Contract, the annual salary may be modified but shall not be reduced. The annual salary shall be paid in 24 equal installments during the Contract year.

# ARTICLE X OTHER PROVISIONS

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

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with his/her employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in M.S. Chapter 466.

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

<u>NOTE 10</u>: Until 2007, School Districts were restricted to paying dues for their superintendents to belong to professional and educational organizations, but the 2007 Minnesota Legislature enacted M.S. 123B.02, Subd. 24., allowing School Districts to pay dues for other organizations if their School Boards deemed such membership to be appropriate.

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

Section 5. Moving Expenses: The District upon receipt from the Superintendent of documented expenditure statements will reimburse the Superintendent up to an amount of \$3,000 for expenses incurred should the Superintendent decide to move to the Sibley East School District by June 30, 2024.

Section 6. Evaluation: the performance of the Superintendent shall be evaluated by the School Board on annual basis in an objective manner.

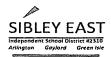
Section 7. Daily Rate of Pay: For purposes of this contract, the Superintendent's daily rate of pay is determined by dividing the total Superintendent's annual salary by 260 days.

#### ARTICLE XI SEVERABILITY

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

IN WITNESS WHEREOF, I have subscribed my signature this $27$ day of March, 2021.	IN WITNESS WHEREOF, we have subscribed our signatures this day of March, 2021.
D. Rhuffly	
Superintendent //	School Board Chair
	School Board Clerk





Jim Amsden <jim.amsden@sibleyeast.org>

## Here is your quote #002719 ARMER BDA Purchase

1 message

donnier@alpha-wireless.com <donnier@alpha-wireless.com>

Reply-To: donnier@alpha-wireless.com To: jim.amsden@sibleyeast.org

Wed, Mar 17, 2021 at 9:49 AM



Hi Jim,

We have prepared a quote for you. Overall offer to purchase the School's ARMER BDA for \$4,000. We will then sell it to GFW for \$4,000 (plus parts and labor). Feel free to call or email me with any questions, thanks.

Jeff Manion from DSC Communications can be emailed and you could get a quote from him for it as well. His email is jmanion@dsccommunications.com

You can electronically place your order online by clicking the following:

View your quote

Thank you,

Donnie Rooney Mankato

Phone: 800-967-1778

Email: donnier@alpha-wireless.com



**Duluth - Superior - Twin Cities** 

711 Hammond Avenue, Superior, WI 54880 t. 715-392-2911 f. 715-392-2995

ehumphrey@dsccommunications.com

Sold To

Sibley East Schools District # 2310 Jim Amsden 202 Third Avenue N.W. Arlington, MN 55307

Phone 507-964-8224

Email Jim.Amsden@sibleyeast.org

QUOTE

Number DSCQ4300

**Date** Mar 17, 2021

**Pricing Valid for 30 Days** 

Ship To

Sibley East Schools District # 2310 Jim Amsden 202 Third Avenue N.W. Arlington, MN 55307

Phone 507-964-8224

Email Jim.Amsden@sibleyeast.org

Salesperson	P.O. Number	Ship Via	Terms
Frik Humphrey			

Erik Humphrey

Line	Qty	Description	Unit Price	Ext. Price
1		Bi-Directional Amplifier		
2	1	800Mhz Single Band Class A BDA Repeater - Includes 800Mhz Yagi, BDA	\$3,000.00	\$3,000.00
3		DSC offers to purchase BDA and External Antenna, Existing Coax and indoor antenna will remain at the school.		

Ask us about Managed Services, and how we can help you maintain your radio, camera, access control, squad equipment.

Total	\$3,000.00
Shipping	\$0.00
Тах	\$0.00
SubTotal	\$3,000.00

<sup>&</sup>quot;Upon acceptance by signature or issuance of a purchase order, DSC Communications is authorized to order the equipment for the purpose of sale and delivery to the company or individual named above. Prices are based on market conditions existing at the time and date of quotation and are subject to change before acceptance of order. Delivery times are an estimate only and are contingent upon availability of manpower, materials, and/or customer provided programming information. A 20% re-stocking fee may be applied to any item that is cancelled or refused after acceptance of order. Payment Terms 50% Downpayment, Remainder NET 10 Days. "

## greenislecityhall@gmail.com

From:

greenislecityhall@gmail.com

Sent:

Wednesday, March 24, 2021 11:28 AM

To:

'Amy Newsom'; 'Rick Almich'; 'janna.tessmer@sibleyeast.org';

'jim.amsden@sibleyeast.org'

Subject:

Community Ed

**Attachments:** 

20210324110919772.pdf

Please be hereby notified per attached City of Green Isle Resolution 2021-08 the withdrawal from the joint agreement with Cities of Arlington, Gaylord and Green Isle and ISD #2310 relating to the establishment and operation of a jointly sponsored Community Education and Recreation Program.

Regards

City of Green Isle

City of Green Isle, MN P.O. Box 275 310 McGrann Street Green Isle, MN 55338

Office: 507.326.3901 Fax: 507.326.3192

Email: greenislecityhall@gmail.com

#### **RESOLUTION 2021 - 08**

The Green Isle City Council, at its regularly scheduled meeting on March 23, 2021, held at the city council chambers, passed the following resolution by a vote of \_\_\_\_\_\_\_ yes and \_\_\_\_\_\_ no:

Resolved: that the City of Green Isle hereby withdraws from the agreement executed by Independent School District 2310 on March 17, 2014, said agreement entitled "Agreement between the Cities of Arlington, Gaylord and Green Isle and Independent School District #2310 Relating to the Establishment and Operation of a Jointly Sponsored Community Education & Recreation Program." This withdrawal shall be effective June 30, 2021.

The City Clerk is hereby directed to notify the other parties to this agreement, the cities of Arlington and Gaylord and Independent School District 2310 of Green Isle's election to withdraw from this agreement, said withdrawal allowed under the terms of paragraph 16 of said agreement.

The undersigned attest this is a true and correct copy of the resolution adopted on the above stated date.

For City of Green Isle:

By Joseph Kreger

Its Mayor

Done Hatlestad

By Diane Hatlestad

Its City Clerk

### 1 April 2021

Superintendent James Amsden/Dr. Joseph Libby Independent School District 2310 Sibley East Public Schools 202 3rd NW Avenue Arlington, MN 55307

Dear Superintendent Amsden/Dr. Joseph Libby

The attached Bureau of Mediation form "Notice of Desire to Negotiate" serves as written notice pursuant to M.S. 179A.14, subd. 1 of the Public Employment Labor Relations Act and Article XVII, Section 1, of the Master Agreement that the Sibley East Education Minnesota (SEEM) desires to commence negotiations with Independent School District 2310 for a successor agreement to cover the 2021-2023 school years.

I suggest that our respective committees/teams meet for the purpose of discussing negotiation procedures and establishing an initial schedule of negotiations meetings.

Sincerely,

Carrie Bartlette, President Sibley East Education Minnesota

Cc: Education Minnesota Field Office Superintendent Local Head Negotiator

#### NOTICE OF DESIRE TO NEGOTIATE

(File a separate notice for each appropriate unit)

Pursuant to Minnesota Statutes 179A.14, you are hereby notified of the undersigned's desire to meet and negotiate an initial or subsequent agreement establishing terms and conditions of employment.

Name of Exclusive Representative:	
Name of Representative: Ann Way	
Address: 941 Lakeside Drive	
Zip: <u>55334</u> Telephone: <u>(507</u>	<u>) 327-3224                                   </u>
Name of Employer: Sibley East Publi Address: 202 3 2 Ave. NW	c Schools
Address: <u>202 3 Ave. Nw</u>	City: <u>Arlington</u> State: <u>MN</u>
Zip: <u>55307</u> Telephone: <u>(507</u>	) 964-2292
Name of Representative: Mr. Jim Amo	den /Dr. joesph Libby
Address: 202 3rg Arc NW	City: Arlington State: MN
Zip: <u>553<b>9</b></u> Telephone: <u>(50</u> 7	1) 964-8224
Type of Governmental Agency Involved:	State County Municipality
University of Minnesota X School Dis	strict Special Board or Commission
Type of Bargaining Unit: (Check one most appro	aprioto)
Education	·
K-12 Teachers	Law Enforcement/Essential
AVTI/Other Teachers	Law Enforcement – Essential
Teachers' Aides	Law Enforcement – Non-Essential
······································	Fire Fighters/Fire Protection
Support Staff, General	Correction Guards
Clerical/Office	Professional Engineering
Bus Drivers	Supervisory
Dietary/Maintenance	Confidential
Principals/Assistant Principals	
Higher Education-Instructional	Other Public Sector
Higher Education-Non-Instructional	Social Services/Welfare
11 W 0	Courthouse/City Hall
Health Care	Highway/Public Works/Parks
RN's	Public Utility
LPN's	Maintenance/Trades
Support Staff, General	Clerical/Office
Clerical/Office	Technical
Technical	Professional
Dietary	General Service/Support
Maintenance	Wall-to-Wall
Professional	Library
	Liquor Store
Other: (Describe)	General Unit
Number of employees in unit: <u>93</u> Status of	employees: Essential X Other than essential
Date current contract expires: June 30, 202	
	t to other party and commissioner:
	Employer
	Ola MINGLE MA OLA V
Distribution:	IM TVOUST / Voral/shirt
1-Commissioner, State Bureau of Mediation Ser	vices Authorized /s/
1380 Energy Lane, Suite 2, St. Paul, MN 55108	
1-Other party to collective bargaining agreemen	
1-File	Title /
When properly executed and served upon the co	ommissioner and the other party, this notice satisfies the
requirements of Minn. Stat. 179A.14. Failure to	provide timely notice may result in financial penalty.

To: Mr. Jim Amsden/Dr. Joesph Libby

The upcoming round of contract negotiations will be starting soon. In preparation, we are requesting the necessary information for the settlement reporting system used by Education Minnesota.

To help simplify this for the negotiation team we are requesting the teacher matrix for the 2020-2021 school year. As you know, the matrix provides the placement of teachers on the salary schedule based on FTEs. In addition, we would like the following information:

- District Health Insurance cost for members in the teacher's bargaining unit
- District Life Insurance cost for teacher members
- District LTD Insurance cost for teacher members
- Extra-curricular costs
- 403b contributions

We ask that you give this request to the business manager or person that can provide this information. We also request that this information be compiled and given to us in a timely manner. If there are any questions, please contact me.

Thank you for your help.

Sincerely,

Ann M. Walsh Negotiator



	ERTOMA SPONSORSHIP	75-133/919	4523
P.O. BOX 765 GAYLORD, MN 5	55334-0765	DATE 3-23-	
PAY TO THE ORDE	en hundred a	h/Honn Society	DOLLARS Heat Reactive
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Trap Team Donations

#### SIBLEY ELECTRIC INCORPORATED

47101 250TH ST PO BOX 794 GAYLORD MN 55334 507 237 2025

First Minnesota Bank 606 EAST 11TH STREET GLENCOE MN 55336 75-235/919

3/19/2021

Pay to the Order of .

SIBLEY EAST HIGH SCHOOL

\$ \*\*2,500.00

Two Thousand Five Hundred and 00/100\*\*

Dollars

SIBLEY EAST HIGH SCHOOL ATTN: ANNIE MEULENERS PO BOX 1000 ARLINGTON MN 55307

2021 PROM DONATION

GAYLORD FIRE DEPARTMENT REIEF ASSN **GAYLORD FIRE FIGHTERS** 

3619 75-876/919

**LICENSE #02541** PO BOX 871 GAYLORD, MN 55334 3-29-2021 DATE

\$ 500.00

DOLLARS Dischided.

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ProGrowth Bank 888.244.3490 / www.progrowth.com

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Trap Team Donations

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NEW AUBURN POST NO. 7266
CHARITABLE GAMBLING FUND
P.O. BOX 69
NEW AUBURN, MN 55366

PAY
TO THE
ORDER OF
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& TRUST CO.

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