

Regular School Board Meeting

Monday, October 28, 2024 5:45 PM

School District Media Center, 131 Hickory Street North, Lester Prairie, MN 55354

I. Call to Order

II. Pledge of Allegiance

III. Approval of Agenda

IV. Recognition of Communications Since Last Meeting

V. Open Dialogue

VI. Approval of Consent Agenda

VI.A. **Approve Previous Minutes:**Regular Board Meeting: Sept.16, 2024

Approve Bills

A. Board Bills: \$

B. Student Activity Bills:
\$19,641.57

VII. Reports

VII.A. Dashir Report

VIII. New Business

VIII.A. Action to approve the **RESOLUTION OF GOVERNING BOARD SUPPORTING FORM A APPLICATAION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION.**

VIII.B. Action to approve the **RESOLUTION OF GOVERNING BOARD SUPPORTING FORM B APPLICATAION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION.**

VIII.C. Action to approve READ Act Memorandum of Understanding between Independent School District #424 and Lester Prairie Education Association.

VIII.D. Action to approve RESOLUTION FOR COMBINED POLLING PLACE.

IX. Old Business

X. School Finance

x.A. Action to approve Amendment to Terminate Health Reimbursement Arrangement with Mid America.

x.B. Action to approve estimate from Litzau

Excavating, Inc. for 2024-25 Snow Season.

x.c. Action to approve donations to Lester Prairie Schools in the amount of \$45,141.08.

XI. **Policy Administration**

XII. **Personnel**

XII.A. Action to approve resignation for **James Bettcher** as part time counselor effective October 22, 2024.

Action to approve resignation for **Rachel Raduenz** as One Act Play Director.

Action to approve sub contract for **Gary Lembcke** effective, 2024.

Action to approve July 1, 2025 to June 30, 2027 Superintendent contract for **Melissa Radeke**.

Action to approve the following contracts:

- C. **Brian Malady** - JH Boys Basketball Coach
- D. **Blaine Walstrom** - Head Girls Basketball Coach
- E. **Cheryl Bayerl** - HS Student Council Advisor
- F. **Cheryl Bayerl** - NHS Advisor
- G. **Terri Schuft-Helland** - Elem/HS Band Performance
- H. **David Rue** - Elem/HS Choir Performance
- I. **Matt Herrmann** - Varsity Baseball Coach
- J. **Arlene Nowak** - Knowledge Bowl

XIII. **Other Items for the Board**

XIV. **Adjourn the Regular Board Meeting**



Lester Prairie Schools

District Office
131 Hickory St. N
Lester Prairie, MN 55354

Phone: 320-395-2521
Fax: 320-395-4202
Website: www.lp.k12.mn.us/

REGULAR BOARD MEETING AGENDA

DATE: Monday, October 28, 2024

LOCATION: School Media Center

TIME: 5:45 PM

I. Call to Order

- A. Board Chair Hentges to open the Lester Prairie School District Regular Board meeting at 5:45 pm.
- B. Welcome to public and guests

II. Pledge of Allegiance

III. Approval of Agenda

Motion by _____ and seconded by _____ to approve agenda.

Voting was _____ for and _____ against.

IV. Recognition of Communications Since the Last Meeting

- A. Communications received by Board Members
 - o Good News Section:
 - 1. _____
- B. Open Dialogue. (Each person in the audience will be given three (3) minutes - total time - 15 minutes.)

V. Approval of Consent Agenda

- A. **Approve Previous Minutes**
 - o Regular Board Meeting: Sept.16, 2024
- B. **Approve Bills** - Bills reviewed by R.Heimerl and Engen
 - o Board Bills: \$325,346.73
 - o Student Activity Bills: \$19,641.57

Motion by _____ and seconded by _____ to approve consent agenda, board minutes, & payment of bills presented.

Voting was _____ for and _____ against.

VI. Administrative Reports

- A. **Principal - Mike Lee**
- B. **AD/DoS - Ross Scheevel**
- C. **Superintendent - Melissa Radeke**

VII. School Board Committee Reports

- A. Community Ed - Hentges, R.Heimerl

- B. PTO - Stifter-Knoll, R. Heimerl
- C. Facilities/Maintenance - Engen, Christen, B.Heimerl
- D. Tech/Media - Christen, Stifter-Knoll
- E. Activities - Hentges, Engen, B.Heimerl
- F. Negotiations:
 - Certified -Hentges, B.Heimerl, Christen
 - Non-Certified - R.Heimerl, B.Heimerl, Engen
 - Administration - R.Heimerl, Stifter-Knoll, Christen
- G. Meet and Confer - Stifter-Knoll, R.Heimerl
- H. Policy - Stifter-Knoll, Hentges
- I. Legislative - B.Heimerl
- J. City Council - B.Heimerl, Christen

VIII. New Business

- A. Action to approve the **RESOLUTION OF GOVERNING BOARD SUPPORTING FORM A APPLICATAION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION.**

Motion by _____ and seconded by _____ to approve RESOLUTION as presented.

Roll Call Vote:

MSK _____ RH _____ KC _____
 BH _____ JE _____ CH _____

Voting was _____ for and _____ against

- B. Action to approve the **RESOLUTION OF GOVERNING BOARD SUPPORTING FORM B APPLICATAION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION.**

Motion by _____ and seconded by _____ to approve RESOLUTION as presented.

Roll Call Vote:

MSK _____ RH _____ KC _____
 BH _____ JE _____ CH _____

Voting was _____ for and _____ against

- C. Action to approve READ Act Memorandum of Understanding between Independent School District #424 and Lester Prairie Education Association.

Motion by _____ and seconded by _____ to approve READ Act MOU as presented.

Roll Call Vote:

MSK _____ RH _____ KC _____
 BH _____ JE _____ CH _____

Voting was _____ for and _____ against

D. Action to approve RESOLUTION FOR COMBINED POLLING PLACE.

Motion by _____ and seconded by _____ to approve resolution as presented.

Roll Call Vote:

MSK _____ RH _____ KC _____
BH _____ JE _____ CH _____

Voting was _____ for and _____ against

IX. Old Business

A. None

X. School Finance

A. Action to approve Amendment to Terminate Health Reimbursement Arrangement with Mid America.

Motion by _____ and seconded by _____ to approve Amendment to Terminate as presented.

Voting was _____ for and _____ against

B. Action to approve estimate from Litzau Excavating, Inc. for 2024-25 Snow Season.

Motion by _____ and seconded by _____ to approve estimate as presented.

Voting was _____ for and _____ against

C. Action to approve donations to Lester Prairie Schools in the amount of \$45,141.08.

Motion by _____ and seconded by _____ to approve donations as presented.

Voting was _____ for and _____ against

XI. Policy Administration

A. None

XII. Personnel

A. Action to approve resignation for **James Bettcher** as part time counselor effective October 22, 2024.

Motion by _____ and seconded by _____ to approve resignation as presented.

Voting was _____ for and _____ against

B. Action to approve resignation for **Rachel Raduenz** as One Act Play Director.

Motion by _____ and seconded by _____ to approve resignation as presented.

Voting was _____ for and _____ against

C. Action to approve sub contract for **Gary Lembcke** effective, 2024.

Motion by _____ and seconded by _____ to approve contract as presented.

Voting was _____ for and _____ against

D. Action to approve July 1, 2025 to June 30, 2027 Superintendent contract for **Melissa Radeke**.

Motion by _____ and seconded by _____ to approve contract as presented.

Voting was _____ for and _____ against

E. Action to approve the following contracts:

- **Brian Malady** - JH Boys Basketball Coach
- **Blaine Walstrom** - Head Girls Basketball Coach
- **Cheryl Bayerl** - HS Student Council Advisor
- **Cheryl Bayerl** - NHS Advisor
- **Terri Schuft-Helland** - Elem/HS Band Performance
- **David Rue** - Elem/HS Choir Performance
- **Matt Herrmann** - Varsity Baseball Coach
- **Arlene Nowak** - Knowledge Bowl
- **Andrew Dahl** - Head Boys Basketball Coach
- **Adam Angell** - Assistant JV Boys Basketball Coach

Motion by _____ and seconded by _____ to approve contracts as presented.

Voting was _____ for and _____ against

XIII. Other Items for the Board

XIV. Adjourn the Regular Board meeting at _____

UPCOMING DATES and NOTES:

- A. Oct. 31 - Trunk or Treat in parking lot
- B. Nov. 1 - End of First Quarter
- C. Nov. 11 - Veterans Day Program North Gym 9am

D. Nov. 12 - Regular School Board Meeting
E. Nov. 13 - PTO 5:30 Commons

Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
100	41758	53748	Check	1	00170		4.0 Bus Service		Yes	No	No	10/29/2024	46,465.44
100	41775	53749	Check	1	1821		Barfknecht, Alan		Yes	No	No	10/29/2024	70.00
100	41761	53750	Check	1	00343		Big Don's Cathedral		Yes	No	No	10/29/2024	59.49
100	41791	53751	Check	1	3048		Blashack, Jason		Yes	No	No	10/29/2024	125.00
100	41772	53752	Check	1	03967		CenterPoint Energy		Yes	No	No	10/29/2024	862.94
100	41787	53753	Check	1	2654		Cintas		Yes	No	No	10/29/2024	119.39
100	41785	53754	Check	1	2624		Dalco/ Imperial Dade		Yes	No	No	10/29/2024	1,160.66
100	41784	53755	Check	1	2573		Dashir Management Services Inc		Yes	No	No	10/29/2024	25,117.47
100	41768	53756	Check	1	01486		Dept of Employment & Econ Dev		Yes	No	No	10/29/2024	12,044.14
100	41780	53757	Check	1	2151		Drusch, Pete		Yes	No	No	10/29/2024	468.00
100	41798	53758	Check	1	3384		East Side Jersey Dairy		Yes	No	No	10/29/2024	1,941.38
100	41767	53759	Check	1	01469		Educators Benefit Consultants		Yes	No	No	10/29/2024	478.00
100	41776	53760	Check	1	1832		Engen, Jeff		Yes	No	No	10/29/2024	608.00
100	41773	53761	Check	1	1320		Engen, Sally		Yes	No	No	10/29/2024	60.00
100	41797	53762	Check	1	3262		ERA Structural Engineering		Yes	No	No	10/29/2024	2,522.50
100	41793	53763	Check	1	3177		Frank, Anthony		Yes	No	No	10/29/2024	165.00
100	41764	53764	Check	1	01206		Gopher		Yes	No	No	10/29/2024	149.06
100	41757	53765	Check	1	00075		GOPHER SPORT		Yes	No	No	10/29/2024	999.99
100	41762	53766	Check	1	00358		GUARDIAN PEST SOLUTIONS INC		Yes	No	No	10/29/2024	82.45
100	41792	53767	Check	1	3115		H2L Group Inc.		Yes	No	No	10/29/2024	4,970.00
100	41802	53768	Check	1	3519		Habisch, Mara		Yes	No	No	10/29/2024	90.00
100	41803	53769	Check	1	3520		Heimerl, Molly		Yes	No	No	10/29/2024	40.00
100	41783	53770	Check	1	2444		Heimerl, Rebecca		Yes	No	No	10/29/2024	375.00
100	41766	53771	Check	1	01306		Herald Journal Publishing		Yes	No	No	10/29/2024	244.20
100	41795	53772	Check	1	3234		Herrmann, Brian		Yes	No	No	10/29/2024	143.82
100	41786	53773	Check	1	2635		Hudl		Yes	No	Yes	10/29/2024	0.00
100	41760	53774	Check	1	00311		ISD #2859 GSL		Yes	No	No	10/29/2024	125.00
100	41782	53775	Check	1	2350		IXL Subscriptions Department		Yes	No	No	10/29/2024	3,900.00
100	41778	53776	Check	1	1917		Johnson Controls, Inc.		Yes	No	No	10/29/2024	1,083.25
100	41800	53777	Check	1	3486		KIS- Keystone Interpreting Solutions, Inc.		Yes	No	No	10/29/2024	1,648.50
100	41765	53778	Check	1	01273		Lakeshore Learning Materials		Yes	No	No	10/29/2024	77.70
100	41763	53779	Check	1	00550		Laraway Roofing, Inc.		Yes	No	No	10/29/2024	1,320.00
100	41779	53780	Check	1	2049		Lee, April		Yes	No	No	10/29/2024	25.00
100	41799	53781	Check	1	3478		Midwest Technology Products		Yes	No	No	10/29/2024	385.00
100	41774	53782	Check	1	1579		Music Mart		Yes	No	No	10/29/2024	520.80
100	41770	53783	Check	1	03390		PAN-O-GOLD BAKING CO		Yes	No	No	10/29/2024	409.50
100	41769	53784	Check	1	01974		Performance Foodservice		Yes	No	No	10/29/2024	2,452.58
100	41771	53785	Check	1	03920		RIDGEWATER COLLEGE		Yes	No	No	10/29/2024	46,230.00
100	41801	53786	Check	1	3509		Studies Weekly		Yes	No	No	10/29/2024	406.33

Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
100		41790	53787	Check	1 3008		Summit Fire Protection		Yes	No	No	10/29/2024	827.55
100		41759	53788	Check	1 00272		SW/WC SERVICE COOPERATIVES		Yes	No	No	10/29/2024	10,309.50
100		41781	53789	Check	1 2239		Sysco Western Minnesota		Yes	No	No	10/29/2024	6,523.88
100		41777	53790	Check	1 1909		TEK Mechanical Service, Inc.		Yes	No	No	10/29/2024	11,650.22
100		41794	53791	Check	1 3222		Trafera Financial Services		Yes	No	No	10/29/2024	58,719.68
100		41796	53792	Check	1 3261		UHL		Yes	No	No	10/29/2024	68,175.00
100		41788	53793	Check	1 2773		Walstrom, Blaine		Yes	No	No	10/29/2024	473.00
100		41789	53794	Check	1 2786		Xoel Energy Solutions		Yes	No	No	10/29/2024	7,622.31
Bank Total:													\$322,246.73
SA		41753	22065	Check	1 2185		Bernick's		Yes	No	No	10/29/2024	1,047.95
SA		41755	22066	Check	1 2885		Glenn's Supervalu		Yes	No	No	10/29/2024	36.04
SA		41754	22067	Check	1 2527		Gold Medal		Yes	No	No	10/29/2024	325.00
SA		41750	22068	Check	1 00568		ISD #424 Lester Prairie School		Yes	No	No	10/29/2024	618.62
SA		41756	22069	Check	1 2911		LS Tours		Yes	No	No	10/29/2024	9,750.00
SA		41751	22070	Check	1 2055		Unhinged Pizza		Yes	No	No	10/29/2024	363.96
SA		41752	22071	Check	1 2141		Wyne's Choice Fundraising		Yes	No	No	10/29/2024	7,500.00
Bank Total:													\$19,641.57

Report Total: \$341,888.30

Lester Prairie Public Schools Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
SA		41753	22065	Check	1 2185		Berrick's		Yes	No	No	10/29/2024	1,047.95
SA		41755	22066	Check	1 2885		Glenn's Supervalu		Yes	No	No	10/29/2024	36.04
SA		41754	22067	Check	1 2527		Gold Medal		Yes	No	No	10/29/2024	325.00
SA		41750	22068	Check	1 00568		ISD #424 Lester Prairie School		Yes	No	No	10/29/2024	618.62
SA		41756	22069	Check	1 2911		LS Tours		Yes	No	No	10/29/2024	9,750.00
SA		41751	22070	Check	1 2055		Unhinged Pizza		Yes	No	No	10/29/2024	363.96
SA		41752	22071	Check	1 2141		Wyhe's Choice Fundraising		Yes	No	No	10/29/2024	7,500.00
Bank Total:												\$19,641.57	
Report Total:												\$19,641.57	

Dashir Management Services, Inc.

www.dashirmanagement.com

Lester Prairie School District

October 2024

Custodial / Maintenance Report

Personnel Information

We have filled the open full-time position.

Training Conducted

The OSHA required safety training on Confined Spaces will be conducted on October 11, 2024.

Inspections

- Custodial audits took place throughout the district and results were shared with each individual custodian audited.
- Playground inspection was completed.

Progress on Projects

- Meeting for the roof work for the humidity control project will be held on October 8, and a date to open the roof and install curbs will be selected.
- Cleaned up roof drains.
- Waiting for quote from Holton to fix lighting issue in the kitchen dry storage area.
- High school computer lab air unit was installed.
- Scheduled Town and Country Glass To work on entryway doors during the week of October 7.

Comments

Start of the school year is going well. Teachers and staff have been very helpful the past week as we worked through the staffing transition. Volleyball and football games have been going well. I come in to help clean up after games as much as possible.

Respectfully Submitted,
Lisa Hins
Facility Manager

FORM A

RESOLUTION OF GOVERNING BOARD SUPPORTING FORM A APPLICATION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota's high school youth to participate in athletics and fine arts;

WHEREAS, the Governing Board of LESTER PRAIRIE SCHOOLS recognizes the value of student participation in extracurricular activities; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools in recognizing, promoting and funding extracurricular participation by high school students in athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Governing Board of LESTER PRAIRIE SCHOOL supports the school's application to the Minnesota State High School League Foundation for a FORM A grant to offset student activity fees.

OCTOBER 28, 2024

Date

Board Chair/Head of School

OCTOBER 28, 2024

Date

Board Clerk – Treasurer/ Finance Director

FORM B

RESOLUTION OF SCHOOL BOARD/GOVERNING BOARD SUPPORTING FORM B APPLICATION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota's high school youth to participate in athletics and fine arts;

WHEREAS, the Governing Board of LESTER PRAIRIE SCHOOLS recognizes the value of student participation in extracurricular activities; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools to provide seminars/training opportunities or support for specific school functions for students/faculty members/officials and others who are involved in athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Governing Board of LESTER PRAIRIE SCHOOLS supports the school's application to the Minnesota State High School League Foundation for a **FORM B** grant.

OCTOBER 28, 2024

Date

Board Chair/Head of School

OCTOBER 28, 2024

Date

Board Clerk - Treasurer

A RESOLUTION submitted by an Activity Conference or Region Committee must adhere to the same form and context of the School Board Resolution above.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Independent School District #424 (hereinafter referred to as “District”)
AND
Lester Prairie Education Association (hereinafter referred to as “Union”)**

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2023, through June 30, 2025; and,

WHEREAS the District and Union desire to address the time commitment, compensation, and deadlines for teachers required to complete the state of Minnesota mandated READ Act training; and,

WHEREAS the District and Union have agreed that teachers will participate in **Lexia LETRS training**;

WHEREAS the total anticipated number of hours of asynchronous (online and reading) training required for **Lexia LETRS training** is **37 hours for units 1-4 and 31.5 hours for units 5-8**;

NOW THEREFORE, be it resolved that the parties agree to the following:

1. Eligibility

The Union and District will establish a list of eligible teachers, who must:

- a. Hold a license issued by the Professional Educator Licensing and Standards Board; and,
- b. Be employed by the District between **August 26, 2024 and June 30, 2027**; and,
- c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

2. Compensation earned for READ Act training

Teachers will earn compensation as follows:

For Lexia LETRS training, a stipend of \$2055 will be paid out in 2 installments:

- A. Payment of \$1,110 after successful completion of training for units 1-4, and**
- B. Payment of \$945 after successful completion of the full training including units 5-8.**

Phase 1 Teachers (PreK-6, Title, EL, Success Coach, and SPED for SY 24-25) will complete the synchronous “Face to Face” portion of Lexia LETRS training for:

- **units 1-4 during 8 three-hour professional development times scheduled throughout the 2024-25 school year which will encompass 24 hours of training and**
- **units 5-8 during 8 three-hour professional development times scheduled throughout the 2025-26 school year which will encompass 24 hours of training.**
- **New-to-district “Phase 1” teacher positions will complete units 1-4 during the 2025-26 school year and units 5-8 during the 2026-27 school year.**

Phase 2 Teachers (7-12 staff) may complete Lexia LETRS training or another MDE approved/recommended training. Stipends for Lexia LETRS training will be a total of

\$2055 paid out as noted above. If Phase 2 teachers select a different training that is MDE approved/recommended, stipends will be based on minimum estimates of hours of asynchronous work times \$30 per hour.

- **If Lexia LETRS is selected, the synchronous “Face to Face” portion of Lexia LETRS training for units 1-4 will be completed during 8 three-hour professional development times scheduled throughout the 2025-26 school year which will encompass 24 hours of training and units 5-8 during 8 three-hour professional development times scheduled throughout the 2026-27 school year which will encompass 24 hours of training.**
- **If another MDE approved/recommended training is selected, the synchronous portion will be completed during district professional development time.**

3. Credit Recognition

Teachers who elect to be paid as per the compensation arrangement in section 2 are not eligible to apply graduate credits from Lexia LETRS or any other MDE approved/recommended training toward a lane change.

4. Proof of completion and payment timeline

In all cases, teachers shall submit proof of successful training completion to the Superintendent.

5. Failure to comply with the READ Act

Compliance with the Minnesota READ Act (Minn. Stat. § 120B.123) is mandatory for both the District and eligible teachers. Failure by the District to comply with these requirements may result in action taken by the Minnesota Department of Education. Failure by an eligible teacher to comply with the training requirements may result in a teacher being out of compliance with READ Act requirements related to reading instruction in accordance with state statute and could result in discipline pursuant to Article XVI of the CBA.

6. Effective Date and Duration

This MOU shall continue in effect until June 30, 2027.

NOW THEREFORE, be it further resolved that the parties agree to the following:

Impact on Precedent. Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

Entire Agreement. This MOU constitutes the entire agreement between the parties related to compensation for teachers for completing READ Act training. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

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

For the District:

Dated:

For the Union:

Dated:

Information Form

Please complete this first page and the information provided will appear where applicable throughout the remaining documents. Not every space will be filled in, so please review the documents. If there is a space for you to complete, you may type directly in that area or click on the boxes that pertain to your plan.

Employer Name: Independent School District #424 (Lester Prairie)
Street Address: 131 Hickory Street North
City: Lester Prairie State: MN Zip: 55354
Employer Phone: 320-395-2521
Employer Fax: 320-395-4204
Tax ID Number: 41-6008535
Effective Date: July 1, 2004
Plan Year End: June 30

Employer Contact for Plan Document & Compliance Updates:

Contact Name & Title: Melissa Radeke Superintendent
Contact Phone Number: (320) 395-3001
Contact Email Address: radeke@lp.k12.mn.us

Employer Contact for Payroll (Contributions, Data Requirements and Billing)

Contact Name & Title: Cheryl Bayerl Business Manager
Contact Phone Number: (320) 395-3221
Contact Email Address: cherylbayer@lp.k12.mn.us

Employer Contact for Protected Health Information (HRA & FSA Only)

Contact Name & Title: Cheryl Bayerl Business Manager
Contact Phone Number: (320) 395-3221
Contact Email Address: cherylbayer@lp.k12.mn.us

Does Employer sponsor a FSA plan not administered by MidAmerica? No
If yes, please provide FSA Plan Administrator Contact Information below.

FSA Administrator Name: _____
FSA Administrator Address: _____
FSA Administrator Phone: _____
FSA Administrator Contact: _____

Health Reimbursement Arrangement
AMENDMENT TO TERMINATE
for
Independent School District #424 (Lester Prairie)

Employer Address: 131 Hickory Street North
Lester Prairie, MN 55354

Employer Identification Number: 41-6008535



WHEREAS, Independent School District #424 (Lester Prairie) (the “Employer”) has established and adopted the Independent School District #424 (Lester Prairie) HRA (the “Plan”) for the benefit of its eligible employees;

WHEREAS, the Section of the Plan entitled “Plan Termination” reserves the right of the Employer to at any time to terminate the Plan; and

WHEREAS, the Employer wishes to terminate the Plan;

NOW, THEREFORE, BE IT RESOLVED that the Plan is terminated effective as of October 1, 2024.

The Employer has executed this Amendment to its Adoption Agreement on this _____ day of _____, 20____.

Name of Employer: Independent School District #424 (Lester Prairie)

Signature: _____

Print Name: _____

Title: _____

Date: _____

**RESOLUTION TO AMEND AND RESTATE
THE MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS
HEALTH REIMBURSEMENT ARRANGEMENT**

WHEREAS, Independent School District #424 (Lester Prairie)
(the "Employer") has established and adopted the MidAmerica Administrative & Retirement Solutions Health Reimbursement Arrangement (the "Plan") for the benefit of its eligible employees and their dependents;

WHEREAS, the section of the Plan entitled "Plan Amendments" reserves the right of the Employer to amend the Plan, at any time and in whole or in part, so long as participants are notified and any amendment does not adversely affect the rights of existing participants, and to make changes imposed by the Internal Revenue Service, without notice to participants;

WHEREAS, the Employer wishes to amend and restate the Plan; and

WHEREAS, a copy of the amended and restated Plan document has been attached;

NOW, THEREFORE, BE IT RESOLVED that the Plan is amended and restated by adopting all of the terms of the amended and restated Plan document attached, effective on October 1, 2024 _____.

This Resolution has been executed this _____ day of _____, 20_____.

Signature

Name and Title

Independent School District #424 (Lester Prairie)

Employer

Health Reimbursement Arrangement for Retirees

ADOPTION AGREEMENT

for

Independent School District #424 (Lester Prairie)

Employer Address: 131 Hickory Street North
Lester Prairie MN 55354

Employer Telephone Number: 320-395-2521

Employer Identification Number: 41-6008535



The undersigned Employer, by executing this Adoption Agreement, hereby adopts and implements the Health Reimbursement Arrangement for Retirees (hereinafter referred to as the "Plan" or the "HRA") and agrees to abide by the terms of the Plan. With this Adoption Agreement, and by its authorized signature below, the Employer hereby makes the following designations.

Effective Date. The Plan's Original Effective Date is July 1, 2004. The Plan's Restated Effective Date is October 1, 2024. The Plan is available to Retirees of the Employer effective July 1, 2004.

Plan Year. The Plan Year ends on June 30.

Eligible Classes. The class or classes of Retirees covered by this Plan are: *(See attached Class Specifications.)*

Class RetA: Superintendents - Closed as of September 1, 2013 Class RetB: _____

Class RetC: _____ Class RetD: _____

Class RetE: _____ Class RetF: _____

Designation of Plan Administrator. The Employer hereby designates the following initial Plan Administrator: MidAmerica Administrative & Retirement Solutions, Inc.

Designation of Individuals to Have Access to Protected Health Information ("PHI"). The following Employees, classes of Employees, or other persons shall be given access to the PHI to be disclosed:

Business Office Personnel HR Department Personal

The Employer hereby agrees to the provisions of the Plan and has executed this Adoption Agreement on this _____ day of _____, 20_____.

Name of Employer: Independent School District #424 (Lester Prairie)

Signature: _____

Print Name: Melissa Radeke

Title: Superintendent

Employer CONTACT (print): Cheryl Bayerl

Title: Business Manager

E-Mail: cherylbayer@lp.k12.mn.us

Telephone: (320) 395-3221 Ext. _____

Fax: 320-395-4204

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

Employer Representations

- Employees are not permitted to make any election or choice between cash, the HRA, and/or any other tax deferred program.
- The allocation to the HRA will be expressed in a percent of compensation or dollar amount.
- The Employer has discretion in determining classes of Employees eligible to participate in the HRA. Once determined, Employees in the class shall be treated uniformly and be provided a uniform allocation to the HRA. Such class shall remain in effect for the Employer's entire fiscal year for all affected Employees in such year and for all future contributions to such class. Each year, the Employer may reevaluate allocations and classes for new Employees only.
- The Employer acknowledges that it has received the Plan document for the HRA and agrees with all the terms therein.
- The Employer understands that whether a contribution to the HRA is non-elective for tax purposes is a facts and circumstances determination, and the Employer is responsible for whether the contribution is truly non-elective or not. The Employer understands that MidAmerica Administrative & Retirement Solutions, Inc. and its agents and employees are not tax or legal advisors. They may provide general information regarding the tax treatment of health reimbursement arrangements, but the Employer should consult with its own tax or legal advisors as to how tax and other rules may apply to its own facts and circumstances.
- The Employer will not provide any information or forms or enter into any contracts inconsistent with the preceding.

Effective Date July 1, 2004 **Employer Initials** MM

Eligible Class ActA: Superintendents - Closed as of September 1, 2013

Defined as: _____

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

Active

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

Dollar Amount Percentage of Compensation

Contribution Frequency

One Time Annually Quarterly
 Semi-Annually Monthly Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

100% Immediate
 100% upon Retirement, meeting the Employer's eligible requirements for retirement
 100% upon Separation of Service
 Other _____
 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. Forfeitures shall:

Reduce future Employer contributions
 Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Claims for reimbursement from unvested funds must be submitted within 90 (ninety) days after the end of the Plan Year.

Terminated Employees will be allowed 0 (zero) days after termination of employment to continue incurring expenses plus 90 (ninety) days after termination of employment to submit expenses incurred prior to termination of employment.

Reimbursements Reimbursements shall be for:

All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
 Limited Purpose _____
 Post Deductible
 Premium Only Medical Expenses

HRA/FSA Ordering

The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
 The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
 The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

Immediate
 Upon becoming 100% vested
 Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** American United Life Insurance Company

Type of Investment: Fixed annuity only Variable annuities -- Default _____ Forfeiture Default _____
 Employer directed
 Participant directed; restrictions are:
 None
 100% vested
 At Retirement
 Account balance in excess of \$ _____
 Other _____
 Funds limited (see attachment)

Effective Date July 1, 2004 **Employer Initials** MM

Health Reimbursement Arrangement for Retirees

PLAN DOCUMENT

The Plan's Original Effective Date is July 1, 2004. The Plan's Restated Effective Date is October 1, 2024. The Plan is available to Employees of the Employer effective July 1, 2004.



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Introduction

The Employer has established and adopted the MidAmerica Administrative & Retirement Solutions, Inc. Health Reimbursement Arrangement for Retirees (the "Plan") to enable eligible former employees and their dependents to be reimbursed tax-free for eligible medical and dental expenses. Contributions to the Plan shall be made by the Employer and credited to Participants' accounts. Claims for reimbursement shall be processed and reimbursements paid out on a tax-free basis for medical expenses in accordance with Internal Revenue Service Guidelines for Health Reimbursement Agreements, IRS Publication 502, Internal Revenue Code (the "Code") Sections 213(d), 105 and 106 as described in Revenue Ruling 2002-41 and IRS Notice 2002-45.

Legal Status

This Plan is intended to qualify as an employer-provided medical reimbursement plan under Code Sections 105 and 106 and regulations issued thereunder, as a health reimbursement arrangement as described in IRS Notice 2002-45 and Revenue Ruling 2002-41, and to comply with IRS Notice 2013-54 and shall be interpreted to accomplish those objectives. The expenses reimbursed under the Plan are intended to be eligible for exclusion from Participants' gross income under Code Section 105(b).

Notwithstanding anything to the contrary, the portion of the Plan that reimburses Highly Compensated Individuals, as defined in Code Section 105(h), for premiums paid under an insured plan shall be treated as a separate plan that is not subject to the requirements of Code Section 105(h), pursuant to Treasury Regulation Section 1.105-11(b)(2).

Participation

Eligible former employees of the class or classes set forth by the Employer in the Plan Adoption Agreement will be Participants in the Plan. Notwithstanding any election in the Plan Adoption Agreement to the contrary, eligible former employees of the class or classes set forth by the Employer in the Plan Adoption Agreement who are Highly Compensated Individuals, as defined in Code Section 105(h), and whose benefits exceed those of other Plan Participants, will be Participants only in that portion of the Plan that reimburses Participants for "premium only medical expenses," as described below. Under no circumstances are such individuals eligible for reimbursements of any medical and dental expenses other than premium expenses. For purpose of this section, a retiree who was a Highly Compensated Individual prior to his or her retirement from the Employer shall be treated as a Highly Compensated Individual thereafter and during retirement.

Participation Opt Out

At least once per Plan Year, Participants shall be entitled to permanently opt out of participation in the Plan. Any such opt out will result in the forfeiture of the Participant's account balance, including any vested funds, and the waiver of any future reimbursements from the Plan. The Participant may, however, continue to submit claims for reimbursement of expenses incurred prior to the opt out date, pursuant to the Run-Off Times section of the Plan Adoption Agreement. Any forfeited amount shall be applied as elected by the Employer in the Plan Adoption Agreement.

In the event that the Participant is reemployed as an active employee of the Employer and terminates employment with the Employer, the Participant shall be entitled to permanently opt out of participation in the Plan at the time of termination. In addition to the forfeiture of unvested funds as provided for in the Forfeiture section of the Plan Adoption Agreement, any such opt out will result in the forfeiture of any vested funds and the waiver of any future reimbursements from the Plan. The Participant may, however, continue to submit claims for reimbursement of expenses incurred prior to the opt out date, pursuant to the Run-Off Times section of the Plan Adoption Agreement. Any forfeited amount shall be applied as elected by the Employer in the Plan Adoption Agreement.

Benefits and Eligibility for Benefits

A Participant shall be entitled to reimbursements of eligible medical and dental expenses upon the occurrence of the event selected in the Plan Adoption Agreement, but in no event until after expenses exceeding the dollar amount of any flexible spending arrangement ("FSA") in which the Participant shall also participate have been paid, or, if the medical or dental expense is reimbursable from a health savings account ("HSA"), amounts shall only be available from this Plan in accordance with paragraph 9 of the Administration section herein.

If the Employer indicates in the Adoption Agreement that Reimbursements shall be for "all eligible section 213(d) medical expenses," eligible medical and dental expenses for purposes of this Plan are those expenses that are:

- a. incurred by the Participant, spouse or tax dependent (as defined in paragraph 9 of the "Administration" section);
- b. incurred for Medical Care - "Medical Care" shall have the same meaning as in section 213(d) of the Code, and shall include all amounts paid for the diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body, as interpreted from time to time through regulations and guidance released by the Internal Revenue Service and other applicable regulatory authorities. For purposes of the Plan, Medical Care may include premiums for medical and dental coverage, including premiums under part B and part D of title XVIII of the Social Security Act (relating to supplementary medical insurance for the aged and prescription drug coverage, respectively); and
- c. not compensated through insurance and not paid for with a tax-free distribution from a Medical Savings Account (MSA), Health Savings Account (HSA), or Health Flexible Spending Arrangement and not attributable to a deduction allowed under Code section 213(d) for any prior taxable year.

If the Employer indicates in the Adoption Agreement that reimbursements shall be for "premium only medical expenses," eligible medical and dental expenses for purposes of this Plan are those expenses that are:

- a. incurred by the Participant, spouse or tax dependent (as defined in paragraph 9 of the "Administration" section);
- b. premiums for medical and dental coverage, including premiums under part B and part D of title XVIII of the Social Security Act (relating to supplementary medical insurance for the aged and prescription drug coverage, respectively); and
- c. not paid for with a tax-free distribution from a Medical Savings Account (MSA) or Health Savings Account (HSA) and not attributable to a deduction allowed under Code section 213(d) for any prior taxable year.

Funding

All funds for the Plan shall come exclusively from the Employer and shall constitute either a specified dollar amount and/or a specific percentage of the former employees' compensation or retirement pay as the Employer shall from time to time determine. The amount or percentage to be determined by the Employer shall be subject to, and not in contravention of, the Employer's obligations to its former employees. Subject to any vesting schedule which may be elected in the Plan Adoption Agreement, all funds in the Plan belong to the individual Participants as allocated to their accounts. Also subject to any vesting schedule which may be elected in the Plan Adoption Agreement, once funds are allocated to the Plan, the Employer relinquishes all right, title, control, and interest to such funds.

Interest Credit

Interest shall be credited on a daily basis to Participant accounts based on the rate credited by the underlying AUL fixed annuity investment option. If variable annuity investments are allowed pursuant to the Adoption Agreement, earnings and losses shall be credited on a daily basis based on the investment funds selected.

Vesting

Funds in a Participant's account shall vest and be available to pay eligible medical expenses in accordance with the vesting schedule elected by the Employer in the Plan Adoption Agreement. If a Participant is not fully vested in his account balance when participation hereunder of the Participant and his surviving spouse and/or dependents ends as described in the section hereof entitled "Death Benefit," any forfeited amount shall be applied as elected by the Employer in the Plan Adoption Agreement.

Continuation Coverage

COBRA continuation coverage ("COBRA coverage"). COBRA coverage shall be available on the same terms and conditions as described herein with respect to Participants upon payment of the applicable COBRA premium. Each qualified beneficiary (i.e., the Participant's former spouse and former eligible dependents) shall be entitled to COBRA coverage for a period of 36 months upon the qualifying events of death of Participant, divorce from Participant, or a dependent reaching an age under which he/she is ineligible under the terms of the Plan. The level of coverage will be the Participant's account balance at the time of the qualifying event (adjusted for investment earnings and losses), plus Employer contributions, and minus reimbursements for claims paid from the account. Contributions shall be made at the same times as they are made for similarly situated Participants who have not experienced a qualifying event. The balance of the Participant's account shall be available to all qualified beneficiaries electing continuation coverage on an aggregate basis.

The COBRA premium shall be a single premium regardless of the number of qualified beneficiaries electing COBRA coverage. That premium shall be as determined annually by the Employer. The Employer shall have no obligation to pay any portion of the COBRA premium.

Coverage in lieu of COBRA. As an alternative to COBRA continuation coverage, qualified beneficiaries may choose to continue to access the Participant's account via coverage in lieu of COBRA. No additional contributions will be made to the Participant's account during the coverage in lieu of COBRA period and no premium will be charged for the coverage. Administrative fees as indicated herein will be applied. The balance of the Participant's account shall be available to all qualified beneficiaries electing coverage in lieu of COBRA on an aggregate basis. Furthermore, if some qualified beneficiaries elect COBRA and others select coverage in lieu of COBRA, all qualified beneficiaries will have access to the Participant's account on an aggregate basis.

Plan Investments

Plan investments will be made in accordance with the Employer's elections in the Plan Adoption Agreement, and will consist of investments in either fixed or variable annuities.

Plan Administrator

The Employer designates as the initial Plan Administrator the entity named in the Plan Adoption Agreement. The initial Plan Administrator shall serve as Plan Administrator until such time as a new Plan Administrator is appointed.

Administrative Fees

An administration fee shall be payable by the Employer. Participants may be charged a distribution fee by the Plan's administrative services provider in such amount as shall be agreed to by the Employer.

Administration

1. Health reimbursement requests may be made monthly with no minimum reimbursement dollar amount for recurring claims. There is a \$100 minimum claim amount for all other claims unless the participant account balance is less than \$100. Additionally, a reimbursement request can only be made for expenses incurred subsequent to the date the Participant first becomes enrolled in the Plan.
2. Participants are entitled to request reimbursements from their accounts as soon as the accounts are funded by the Employer, but only for medical expenses incurred subsequent to the date the Participant first becomes enrolled in the Plan. Hardship withdrawals or loans are not permitted under this Plan and Plan funds may only be used to reimburse Participants and their dependents for qualified medical expenses.
3. In order to receive reimbursement for eligible medical expenses, Participants shall provide the Plan Administrator with whatever information is reasonably required. This Plan shall not and cannot reimburse for any claims other than those allowed under Code Section 213(d) and the regulations thereunder, as generally described in IRS Publication 502.
4. When a request is approved it shall be scheduled for disbursement. Disbursements shall be made not later than the fifteenth (15th) day of each month for all reimbursement requests received by the Plan Administrator prior to the end of the preceding month.
5. Subject to the Claims Procedures rules below, decisions of the Plan Administrator shall be final on the issue of eligible expenditures and such decisions shall be based on Code Section 213(d) and the regulations thereunder, as interpreted by the IRS or court rulings or directives concerning the deductibility of medical expenses for Federal Income Tax purposes, which interpretations shall be controlling for purposes of determining reimbursement eligibility under this Plan.
6. Other than establishing this Plan and providing funding for the Plan, the Employer does not assume any responsibility for any aspect of any Participant's health care. Participant questions shall be directed to the Plan Administrator.
7. Each Participant shall be notified by the Plan Administrator of his or her account balance at the time a deposit is made to his or her account. The Plan Administrator shall provide each Participant with a quarterly statement setting forth the Participant's account balance and earnings and disbursements for the quarter. Additionally, the Plan Administrator shall provide a Participant with a statement of account balance in conjunction with each reimbursement distribution.
8. Funds in a Participant's account at the end of each year shall be rolled into the following year.
9. Reimbursement is available for the Participant, the Participant's spouse, the Participant's tax dependents as defined in Internal Revenue Code Section 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and any child (as defined in Code Section 152(f)(1)) of the Participant who as of the end of the taxable year has not attained age twenty-seven (27). For purposes of this Plan, such qualified tax dependents and children shall collectively be referred to as "dependents." Submission of a request for reimbursement on behalf of someone other than the Participant shall be deemed a representation by the Participant that the request for reimbursement is made on behalf of a spouse or dependent.

Death Benefit

If a Participant dies prior to exhausting his vested account balance, the Participant's surviving spouse and/or dependents are eligible to be reimbursed under this Plan for their eligible medical expenses until the vested account balance is exhausted. In the event of the death of the Participant, the Participant's spouse, and all of

the Participant's qualifying dependents, any funds remaining in the account shall be forfeited. Forfeitures shall be applied as elected by the Employer in the Plan Adoption Agreement.

Plan Amendments

The Employer has the authority to amend this Plan at any time, in whole or in part. Participants will be notified of any Plan changes. Any amendment to the Plan shall not adversely affect the rights of existing Participants. Changes imposed by the Internal Revenue Service, either by law change, regulations, or rulings, will be effective immediately and without notice.

Involuntary Access to Funds

Funds in a Participant's Plan account are not assignable by a Participant, either in law or in equity, or subject to estate tax, or to execution, levy, attachment, garnishment, or any other legal processes.

Plan Termination

In the event the Employer elects to terminate this Plan, which it may do, in its sole discretion, at any time and for any reason, amounts credited to Participants' accounts will remain in the Participants' accounts and Participants will continue to utilize their accounts as set forth in this Plan Document until their accounts are exhausted.

HIPAA Compliance

1. Disclosure of Summary Health Information to the Employer

In accordance with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") issued and pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Plan may disclose Summary Health Information to the Employer, if the Employer requests the Summary Health Information for the purpose of (a) obtaining premium bids from health plans for providing health insurance coverage under this Plan or (b) modifying, amending or terminating the Plan.

"Summary Health Information" may be individually identifiable health information and it summarizes the claims history, claims expenses or the type of claims experienced by individuals in the Plan, but it excludes all identifiers that must be removed for the information to be de-identified, except that it may contain geographic information to the extent that it is aggregated by five-digit zip code.

2. Disclosure of Protected Health Information ("PHI") to the Employer for Plan Administration Purposes

In order that the Employer may receive and use a Participant's individually identifiable health information or PHI (including electronic PHI) for "Plan Administration" purposes, the Employer agrees to:

- a. Not use or further disclose PHI other than as permitted or required by the Plan Documents or as Required by Law (as defined in the Privacy Standards);
- b. Ensure that any agents, including a subcontractor, to whom the Employer provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such PHI;
- c. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer, except pursuant to an authorization which meets the requirements of the Privacy Standards;

- d. Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Employer becomes aware, including any security incident or actual or suspected breach that may compromise PHI.;
 - e. Make available PHI in accordance with Section 164.524 of the Privacy Standards (45 CFR 164.524);
 - f. Make available PHI for amendment and incorporate any amendments to PHI in accordance with Section 164.526 of the Privacy Standards (45 CFR 164.526);
 - g. Make available the information required to provide an accounting of disclosures in accordance with Section 164.528 of the Privacy Standards (45 CFR 164.528);
 - h. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or any other officer or employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with Part 164, Subpart E, of the Privacy Standards (45 CFR 164.500 et seq);
 - i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI;
 - j. If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible; and
 - k. Ensure that adequate separation between the Plan and the Employer, as required in Section 164.504(f)(2)(iii) of the Privacy Standards (45 CFR 164.504(f)(2)(iii)), is established as follows:
 - i. The employees, or classes of employees, or other persons under control of the Employer who are identified in the Plan Adoption Agreement, shall be given access to the PHI to be disclosed.
 - ii. The access to and use of PHI by the individuals described in subsection (i) above shall be restricted to the Plan Administration functions that the Employer performs for the Plan.
 - iii. In the event any of the individuals described in subsection (i) above do not comply with the provisions of the Plan Documents relating to use and disclosure of PHI, the Plan Administrator shall impose reasonable sanctions as necessary, in its discretion, to ensure that no further non-compliance occurs. Such sanctions shall be imposed progressively (for example, an oral warning, a written warning, time off without pay and termination), if appropriate, and shall be imposed so that they are commensurate with the severity of the violation.
- "Plan Administration" activities are limited to activities that would meet the definition of payment or health care operations, but do not include functions to modify, amend or terminate the Plan or solicit bids from prospective issuers. "Plan Administration" functions include quality assurance, claims processing, auditing, monitoring and management of carve-out plans, such as vision and dental. It does not include any employment-related functions or functions in connection with any other benefit or benefit plans.

3. Disclosure of Certain Enrollment Information to the Employer

Pursuant to Section 164.504(f)(1)(iii) of the Privacy Standards (45 CFR 164.504(f)(1)(iii)), the Plan may disclose to the Employer information on whether an individual is participating in the Plan or is enrolled in or has disenrolled from a health insurance issuer or health maintenance organization offered by the Plan to the Employer.

4. Disclosure of PHI to Obtain Stop-loss or Excess Loss Coverage

The Employer hereby authorizes and directs the Plan, through the Plan Administrator or its third party administrator, to disclose PHI to stop-loss carriers, excess loss carriers or managing general underwriters (MGUs) as directed by the Employer for underwriting and other purposes in order to obtain and maintain stop-loss or excess loss coverage related to benefit claims under the Plan, provided that genetic information will not be used for underwriting purposes. Such disclosures shall be made in accordance with the Privacy Standards. The Employer certifies that such disclosures are for Plan administration purposes and that any third party to whom the Employer directs disclosure from the Plan has agreed to also comply with this amendment, as set out in Section 2.b.

5. Other Disclosures and Uses of PHI

With respect to all other uses and disclosures of PHI, the Plan shall comply with the Privacy Standards.

Claims Procedure

A Participant, spouse or dependent (the "Claimant") shall apply for Plan benefits in writing on a form provided by the Plan Administrator, or in such other manner as prescribed by the Plan Administrator. A communication regarding benefits that is not made in accordance with these procedures will not be treated as a claim under these procedures. Claims shall be evaluated by the Plan Administrator or such other person or entity designated by the Plan Administrator and shall be approved or denied in accordance with the terms of the Plan and Plan Adoption Agreement. All references to the Plan Administrator shall include any such delegate. No Claimant shall be entitled to benefits unless the Plan Administrator or its delegate determines in its discretion that the Claimant is entitled to benefits.

1. Claims

The Plan Administrator shall make a determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may be extended one time by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information and the period for making the benefit determination shall be tolled from the date on which the notice of extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information, or the deadline to submit the additional information, if earlier.

2. Notice of Denial

If the claim is denied in whole or in part, the Claimant will receive a written notice that includes:

- a. The specific reason or reasons for the denial;

- b. Reference to the specific Plan provision(s) on which the denial is based;
- c. A description of any additional material or information needed from the Claimant in connection with the claim and the reason such material or information is needed;
- d. An explanation of the claims review procedures and the applicable time limits, including a statement concerning the Claimant's right to bring a civil action following an adverse determination on review;
- e. A statement regarding any internal rule, guideline, protocol or other criterion that was relied upon in making the adverse determination (or a statement that a copy will be provided free upon request);
- f. If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment that led to this determination (or a statement that a copy will be provided free upon request);
- g. Any other information required by law.

3. Right to Request Review: Internal Appeal

The Claimant must make a written request for review to the Plan Administrator within 180 days of the initial denial of the claim. If a written request for review is not made within such 180- day period, the Claimant shall forfeit his or her right to review. The Claimant's written request for review may (but is not required to) include issues, comments, documents, and other records the Claimant wants considered in the review. All the information the Claimant submits will be taken into account on review, even if it was not reviewed as part of the initial decision. The appeal will be conducted by a person different from the person who made the initial decision. No deference will be given to the initial decision. The Claimant may ask to examine or receive free copies of Plan documents, records, and other information relevant to the claim by asking the Plan Administrator.

The Claimant will be given the identity of medical or vocational experts if requested, whose advice was obtained by the Plan in connection with the Claimant's initial claim denial, if any, even if their advice was not relied upon in making the initial decision. Where an adverse determination is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug or other item is experimental, investigational, or not medically necessary or appropriate, the Plan will consult with a health care professional who has experience in the field of medicine involved in the medical judgment to decide the Claimant's appeal. The Plan Administrator reserves the right to delegate its authority to make decisions.

4. Decision Upon Review: Internal Appeal

The Plan Administrator shall make a determination within a reasonable period of time, but not later than 60 days after receipt by the Plan of the Claimant's request for review of adverse determination.

5. Notice of Denial of Internal Appeal

If the decision on the appeal is denied, the Claimant will receive a written notice that includes:

- a. The specific reason or reasons for the denial;
- b. Reference to the specific Plan provisions on which the denial is based;

- c. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's claim for benefits;
 - d. A statement explaining any voluntary appeal procedures offered by the Plan and the Claimant's right to bring a civil action;
 - e. A statement regarding any internal rule, guideline, protocol or other criterion that was relied upon in making the adverse determination (or a statement that a copy will be provided free upon request);
 - f. If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment that led to this determination (or a statement that a copy will be provided free upon request);
 - g. Any other information required by law.
6. External Appeal Process

Where required by law, a Claimant may be able to file an external appeal with an independent review organization. The independent review organization may overturn the Plan's decision, and the independent review organization's decision will be binding on the Plan. A Claimant must file a claim for external review within four (4) months of the date the Claimant receives the internal appeal denial notice. Filing a request for external review will not affect a Claimant's ability to bring a legal claim in court. When a Claimant files a request for external review, the Claimant will be required to authorize release of any medical records that may be required to be reviewed for the purpose of reaching a decision on the external review. Additional information on the external review process, where applicable, will be included in the internal appeal determination notice, or the Claimant may contact the Plan Administrator to request such additional information.

IN WITNESS WHEREOF, this Plan has been executed this ____ day of _____, 20___, by **MidAmerica Administrative & Retirement Solutions, Inc.**

**MIDAMERICA ADMINISTRATIVE &
RETIREMENT SOLUTIONS, INC.**

By: _____

Its: Managing Partner

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

Litzau Excavating, Inc.

17232 Zero Avenue
 Lester Prairie, MN 55354
 320-395-2467 Office
 litzauexcavating@gmail.com

Estimate

DATE	ESTIMATE NO.
9/30/2024	4238

NAME / ADDRESS
Lester Prairie Public School 131 Hickory St N Lester Prairie, MN 55354

Web Site litzauexcavating.com

DESCRIPTION		PROJECT
		TOTAL
QUOTE FOR 2024--2025 SNOW SEASON		
LESTER PRAIRIE SCHOOL		
MACHINE	YARDS	PRICE PER HOUR
480 Payloader --- 6 yd bucket & 18' snow pusher	23 yds	\$185.00
380K Payloader --6 yds		\$155.00
Cat 262 Skidloader with bucket		\$130.00
Ford 1-ton truck with 10' plow		\$105.00
Ford 1-ton mini truck with 10' plow		\$105.00
TRUCKS FOR HAULING		
2017 Mack semi-tractor with side dump	36 yds	\$ 140.00
2005 Mack quad-axle dump truck -- 22 yds		\$ 125.00
2019 Mack quad-axle dump truck -- 22 yds		\$ 125.00
<p>***NOTE: We will have salt sand available for sanding when needed. There is and additional charge for this.</p>		
Winter is just around the corner!		
A finance charge of .5% per month [6% annum] will be charged on unpaid balance over 30 days. Service fee for all returned NSF checks is \$30.00. Payment by credit card will be charged a 3.95% service fee.		TOTAL \$0.00

23-24
 prices
 180.00
 150.00
 125.00
 100.00
 100.00
 135.00
 120.00
 120.00

Lester Prairie Public School
List of Donations for FY 23-24

10/23/2024

Fund	Org	Prg	Crse	Fin	Obj/Src		Description	Amount
01	005	000	258	000	099	2/29/2024	One Act Play Perfo Donations	\$ 39.00
01	005	000	320	000	099	1/31/2024	Track Donation	\$ 400.00
01	005	105	023	000	099	11/30/2023	Lions Club Outreach	\$ 2,000.00
01	005	105	023	000	099	12/31/2023	Outreach Donations	\$ 1,021.00
01	005	105	108	000	099	11/30/2023	LP Task Force Bomb Pops	\$ 228.20
01	005	105	108	000	099	1/31/2024	Creekview Proceeds to PBIS	\$ 1,000.00
01	005	105	201	000	096	6/30/2024	Lp Education funds-Grants	\$ 6,159.73
01	005	110	000	000	096	5/31/2024	Booster Club - Back Drop	\$ 300.00
01	005	110	000	000	096	5/31/2024	Booster Club - Sound System	\$ 1,500.00
01	005	110	000	000	099	8/31/2024	LP Lions Open House Supper	\$ 350.00
01	005	258	233	000	096	10/31/2023	Booster French Horn	\$ 1,100.00
01	005	258	233	000	096	10/31/2023	Booster music Entry Fee	\$ 110.00
01	100	203	000	000	096	6/25/2024	Lions-Kid Create/Youth FB	\$ 1,280.00
01	100	203	975	000	099	10/31/2023	PTO Reimb 2023	\$ 4,235.18
01	100	203	975	000	099	2/29/2024	PTO Reimbursement	\$ 2,008.47
01	100	203	975	000	099	5/31/2024	PTO Reimbursement	\$ 2,013.41
01	300	000	098	000	096	7/31/2024	Video Board- Chips Septic	\$ 450.00
01	300	000	098	000	096	8/31/2023	Video Board 1st Comm	\$ 3,200.00
01	300	000	098	000	096	8/31/2023	Video Baord Big Dons	\$ 450.00
01	300	211	000	000	096	7/31/2023	LP Lions Graphic Calculators	\$ 600.00
01	300	211	000	000	096	12/31/2023	Booster Art	\$ 200.00
01	300	211	000	000	096	5/31/2024	Booster Club - NHS Pins	\$ 227.99
01	300	211	000	000	096	6/30/2024	Class of 2024-picninc tables	\$ 1,509.76
01	300	211	109	000	099	6/30/2024	Caseys-Loyalty donation	\$ 7.00
01	300	292	000	000	096	8/29/2024	LP Lions-Portable Backdrop	\$ 300.00
01	300	292	000	000	096	10/31/2023	Boosters - Stations & signs	\$ 256.00
01	300	292	000	000	096	6/30/2024	Lp Education fund-Backdrop	\$ 300.00
01	300	292	099	000	096	7/31/2023	Banner Chips Septic	\$ 300.00
01	300	292	099	000	096	7/31/2023	Banner Subway	\$ 300.00
01	300	292	099	000	096	8/31/2023	Banner 1st Community	\$ 300.00
01	300	292	099	000	096	8/31/2024	Banner Big Dons	\$ 300.00
01	300	292	099	000	096	8/31/2024	Banner Prog LP Chiro	\$ 300.00
01	300	292	420	000	099	11/30/2023	Alinna - Thiry Track Donation	\$ 400.00
01	300	294	412	000	099	5/31/2024	Booster Club - Youth FB	\$ 350.00
01	300	294	415	000	099	4/30/2024	Rold Donation Baseball	\$ 100.00
01	300	296	419	000	099	8/31/2023	Cheer - LP Days DOnation	\$ 200.00
01	300	298	305	000	096	2/29/2024	Trap Donation Bjork	\$ 1,500.00
01	300	298	305	000	096	2/29/2024	Trap Donation Bjork	\$ 100.00
01	300	298	305	000	096	3/31/2024	Trap Donation Midwest USA	\$ 955.00
01	300	298	305	000	096	4/30/2024	Rold Trap Donation	\$ 100.00
01	300	298	305	000	096	4/30/2024	Trap Donation-Cons Of America	\$ 1,500.00
01	300	298	305	000	096	4/30/2024	Trap Don COns of America	\$ 1,000.00
01	300	298	305	000	096	4/30/2024	Trap Don Knights of Colum	\$ 500.00
04	005	505	000	321	096	4/30/2024	Com Ed Art Craft Fair Donaiton	\$ 50.00
04	005	505	368	321	099	8/31/2023	LP Lions Wellness Donation	\$ 500.00
04	005	505	368	321	099	12/31/2023	Boosters Wellness	\$ 500.00
21	000	298	944	301	099	8/31/2023	Class of 2024- Prairie Days	\$ 180.00
21	000	298	945	301	099	12/21/2023	LP Booster Cookie Coupon	\$ 144.00
21	000	298	970	301	099	8/31/2023	HS Stud Coun-Prairie Days	\$ 200.00
21	000	298	970	301	099	2/29/2024	HS Stud Coun - Cancer Don	\$ 122.89
21	000	298	974	301	099	8/31/2023	Band - Liquibox Donation	\$ 200.00

Dear Dr. Radeke,

I am writing to formally resign from my position as part time counselor at Lester Prairie Public Schools, effective October 22, 2024.

It has been an honor to serve the families at Lester Prairie, and I have genuinely enjoyed my time here. The opportunities for professional and personal growth have been invaluable, and I am grateful for the chance to work with such a talented and supportive community. The guidance and mentorship I have received have truly enriched my experience.

Please let me know how I can assist with the transition during this period. I will do my best to ensure a smooth handover of my responsibilities.

Thank you once again for the opportunity to be a part of this wonderful organization. I look forward to staying in touch and wish everyone continued success.

Sincerely,
James Bettcher



LESTER PRAIRIE PUBLIC SCHOOL

School District #424
131 Hickory Street North
Lester Prairie, MN 55354
PHONE (320) 395-2521 FAX (320) 395-4204



October 21st, 2024

Mr. Ross Scheevel:

It is with a heavy heart that I write to inform you of my decision to step down from my role as One Act Play Director. Over the course of my 5 years in this position, it has been a privilege to witness the students develop their talents, challenge themselves, and grow as performers. Seeing their dedication and creativity firsthand has been an immensely fulfilling experience.

However, due to changes in my personal life, I find that I can no longer fit the role into my schedule. After much consideration, I've realized that I am unable to continue devoting the time and energy this program deserves.

Though I am stepping down, I look forward to attending future competitions and school performances to support the students as an audience member. I will continue to be their biggest fan and am excited to see all they will accomplish.

Please know that I remain available to assist in any way I can, even if I can't serve in the full-time director role. I'm happy to offer guidance, advice, or help where needed.

Thank you for the opportunity to lead this wonderful group of students over the past 5 years. I will always treasure my time with them, and I am confident that the future of the program is bright.

Sincerely,

A handwritten signature in cursive script that reads "Rachel du Raduenz".

Mrs. Rachel Raduenz

**MINNESOTA PUBLIC SCHOOL DISTRICT NO. 424
SUBSTITUTE TEACHER CONTRACT**

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting held on the _____ day of _____ enters into this contract with Gary Lembcke, a legally qualified and licensed teacher who agrees to teach in the public schools of said district as a substitute teacher according to the following provisions which shall apply and are a part of this contract:

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the salary indicated below, and agrees to teach in the school of said district as assigned.
2. **Position:** It is understood that the teacher is contracting to serve in a position as a substitute teacher pursuant to M.S. 123.35, Subd. 5, as amended,. To replace a regular teacher who is absent, and the continuing contract provisions of M.S. 125.12 shall not apply except as otherwise provided by law. The regular teacher referred to herein is Mike Bjork.
3. **Duration:**
 - a. The substitute teacher herein agrees to serve as a substitute teacher pursuant to the terms of this contract from October 26th, 2024, to December 4th, 2024.
 - b. Until the return of the regular teacher, whichever occurs first.
4. **Calendar:** The teacher's duty days shall be those named on the school calendar as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to school closing for any emergency, the teacher agrees to perform duties on such days in lieu thereof as the school board shall determine.
5. **Additional Services:** The school board, or its designated representative, may assign the teacher to extra curricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extra curricular, co-curricular, or other assignments may be described in paragraph 6 of this contract or letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment during the term of this contract. The school board, or its designated representative, may make any additions or amendments to these assignments during the term of the school year as shall be necessary.

6. Special Provisions: (Insert here any other contractual provisions.) In addition, said teacher agrees to perform the following additional services for the additional salary indicated:

a. Additional Service

- 1.
- 2.

b. Other Provisions:

7. In consideration thereof, the school board agrees to pay said teacher the following salary:

\$ 140.00 per day

For basic services

\$ _____

For additional services as set forth in paragraph 6

\$ 4,200.00

Total salary

(Position is ineligible for any and all fringe benefits referred to as part of the Master Contract.)

Such salary shall be paid as authorized and in such installments as may be determined by appropriate school board regulation. This contract shall be effective only upon signature by the officers of the school board after authorization for such signatures has been taken by the school board through appropriate action, recorded in its minutes.

IN WITNESS THEREOF I have subscribed by signature this 8th day of October, 2024.



(Teacher)

IN WITNESS THEREOF, in behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024.

INDEPENDENT SCHOOL DISTRICT NO. 424

(Chairperson)

(Clerk)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 10/01/2024

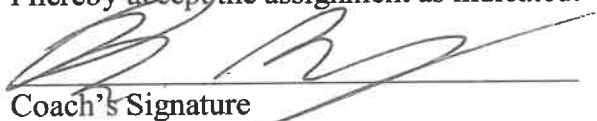
The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Brian Malady** for the following extra curricular assignment:

Junior High Boys Basketball Coach BA-3 (5% @ 43,713.00)

For this assignment you will be paid a total of \$2,186.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:


Coach's Signature

10/7/24
Date

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 10/1/2024

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024 enters into this agreement with **Blaine Walstrom** for the following extra curricular assignment:

Head Girl's Basketball Coach BA-12 (10% @ \$52,027.00)

For this assignment you will be paid a total of \$5,203.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

10/3/2024

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE - School Board's Copy
GREEN - Coach's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024/2025

DATE: 10/01/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Cheryl Bayerl** for the following extra curricular assignment:

HS Student Council Advisor BA-8 (1% @ \$48331.00) Hours must be done outside of the Business Manager contracted hours. List of hours must be handed in at the end of the school year.

For this assignment you will be paid a total of \$483.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the school year.

I hereby accept the assignment as indicated:

Cheryl Bayerl
Advisor's Signature

10-3-24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024/2025

DATE: 10/1/24

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Cheryl Bayerl** for the following extra curricular assignment:

National Honor Society Advisor BA-2 (2% @ \$42790.00) hours must be done outside of contracted Business manager hours.

For this assignment you will be paid a total of \$856.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the school year.

I hereby accept the assignment as indicated:

Cheryl Bayerl
Coach's Signature

10-3-24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this

_____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

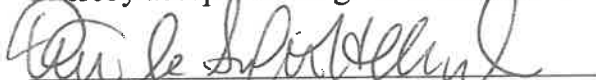
DATE: 10/01/2024

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Terri Schuft-Helland** for the following extra curricular assignment; Elementary/High School Band Performance (BA-17. 7% @ \$56600.00)

For this assignment you will be paid a total of \$3,962.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the school year (5/30/2024).

I hereby accept the assignment as indicated:



Teacher's Signature

10-2-24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 10/01/2024

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **David Rue** for the following extra curricular assignment:

Elementary Choir Performance BA-21 (1.05% @ \$60994.00)

For this assignment you will be paid a total of \$640.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid 50% after the Holiday concert and 50% after the Spring Concert.

I hereby accept the assignment as indicated:



Teacher's Signature

10-16-24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 10/01/2024

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **David Rue** for the following extra curricular assignment:

High School Choir Performance BA-21 (1.95% @ \$60114.00)

For this assignment you will be paid a total of \$1,172.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid 50% after the Holiday concert and 50% after the Spring Concert.

I hereby accept the assignment as indicated:



Teacher's Signature

10-16-24

Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 8/22/2024


The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the _____ day of _____, 2024, enters into this agreement with **Matt Herrmann** for the following extra curricular assignment:

Varsity Baseball Coach BA-0 (10% @ \$40,941.00)

For this assignment you will be paid a total of \$4,094.00 ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:


Coach's Signature

9-16-24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 10/01/2024

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Arlene Nowak** for the following extra curricular assignment:

Knowledge Bowl BA-0 (3% @ \$40,941.00)

For this assignment you will be paid a total of \$1,228.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season.

I hereby accept the assignment as indicated:

Arlene Nowak
Coach's Signature

10/9/2024
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this ____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE – School Board's Copy
GREEN – Teacher's Copy (to be returned after school board approval)

SUPERINTENDENT CONTRACT

The School Board of Independent School District No. 424, Lester Prairie, Minnesota, enters into this agreement with **Melissa Radeke**, who agrees to perform the duties of Superintendent of Schools of the school district.

The School District and the Superintendent agree as follows:

I. Applicable Statute:

This agreement is entered into between the School District and the Superintendent in conformance with M.S. 123B.143, Subd. 1.

II. Licensure:

The Superintendent shall furnish and maintain throughout the life of this contract a valid and appropriate license to act as Superintendent in the state of Minnesota as provided by applicable state laws, rules, and regulations.

III. Duration, Expiration, Termination and Mutual Consent:

1. Duration:

This contract is for a term commencing July 1, 2025 and ending June 30, 2027. It shall remain in full force and effect unless modified by mutual consent of the School Board and Superintendent, or unless terminated as provided herein.

2. Subsequent Contract:

- a. The School Board will take action to determine whether to offer the Superintendent a subsequent contract no later than ten (10) months prior to the expiration of this contract and shall give the Superintendent written notice of its action.
- b. Within ten (10) days thereafter, the Superintendent may request a meeting with the School Board to discuss its intentions, the reasons therefore, and ways in which any concerns of the School Board might be addressed by the parties. Upon receipt of such request, the School Board shall hold a meeting with the Superintendent, and the School Board shall not take action not to offer a subsequent contract until at least seven (7) days after such a meeting, which action of the School Board shall be final.

3. Expiration:

This contract shall expire at the end of the term specified in Section 1 hereof. 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.

4. Termination During the Term:

The Superintendent employment may be terminated during the term of this contract only for cause as defined in M.S. 122A.40, Subds 9 or 13. Except for purposed of definition of cause, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposed to terminate the Superintendent during the contract term for cause as defined in M.S. 122A.40, Subds. 9 or 13, it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties subject to normal judicial review of arbitration decisions provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein within the fifteen (15) day period, it shall be deemed acquiescence by the Superintendent to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

5. Mutual Consent:

This contract may be terminated at any time by the parties by mutual consent.

IV. Duties:

The Superintendent shall have charge of the administration of the school under the direction of the School Board. The Superintendent shall be the chief executive officer of the School Board; shall direct and assign teachers and other employees of the schools 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 (to include performing the duties normally performed by the principal, to include discipline of students or other student or staff issues which arise, in the absence of the principal) 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 Board of Education. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen meetings, serve as an ex-officio member of all School Board committees and provide administrative recommendations on each item of business considered by each of these groups. It is an understanding that the Superintendent will work hours as close to a 7:30am – 4pm as possible.

V. Duty Year and Leaves:

1. Basic Work Year:

The Superintendent's duty year shall be for the entire year and consist of a two hundred fifty-five (255) day contract year as provided herein and the Superintendent shall perform services on those legal holidays on which the School District 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.

2. Vacation:

The Superintendent shall earn 25 days of annual paid vacation each contract year. The Superintendent shall be entitled to payment for up to 5 unused vacation days each year. Unused vacation may accrue to a maximum of 30 days. Upon termination of employment, the Superintendent shall be entitled to payment for any unused days accrued and pursuant to the provisions of this paragraph.

3. Holidays:

The Superintendent shall be entitled to thirteen (13) paid holidays each contract year as designated by the School Board. The holidays will be as follows: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, and Juneteenth.

4. Sick Leave:

The Superintendent shall earn paid sick leave at the rate fifteen (15) days per year. Sick leave may be accumulated to a maximum of 120 days. The Superintendent shall retain any sick leave already accumulated in the District. Upon termination of employment, the Superintendent shall be entitled to payment for seventy-five percent (75%) of the total unused sick and ESST days accrued and pursuant to the provisions of this paragraph.

5. Emergency Leave:

a) The Superintendent may be granted paid emergency leave during the contract year at the discretion of the School Board.

b) The Superintendent shall be granted up to five (5) days bereavement leave for a death within the Superintendent's family. Days utilized will not be deducted from sick leave.

6. Disability:

If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District 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.

7. Medical Leave:

- a) The Superintendent and School District agree to incorporate by reference and be bound by the provision of M.S. 122A.40, Subd. 12, relating to suspension and leave of absence for health reasons.
- b) If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to M.S. 122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence up to one (1) year in duration without pay. The School Board may, at its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Superintendent shall pay the entire premium for such programs as the Superintendent wishes to retain commencing with the beginning of the leave. If medical leave of at least one (1) full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to M.S. 122A.40, Subd. 12.

VI. Health and Hospitalization and Dental:

The School District shall provide the Superintendent full family health and hospitalization insurance under the School District's plan and full family dental insurance at the expense of the district. The School District will contribute the maximum allowed family HSA contribution into an HSA, including the allowable catch-up contribution.

1. Life Insurance:

The School District shall provide a group term life insurance plan providing \$250,000 of coverage for the Superintendent, payable to the Superintendent's named beneficiary, at the expense of the School District.

Upon termination of employment, the School District shall maintain a term life insurance policy for the Superintendent of \$25,000 for eight (8) years.

2. Long Term Disability Insurance:
The School District shall provide, at the School District's expense, long term disability coverage for the Superintendent in the School District's group plan.
3. Liability Insurance:
The School District shall provide, at the School District's expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount not less than that which is required by law for the School District.
4. Claims Against the School District:
The eligibility of the Superintendent, or the Superintendent dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VII. Other Benefits

1. Tax Sheltered Annuities:
 - a) The Superintendent will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123.35, Subd. 12, and School District policy.
 - b) The Board of Education shall contribute an annual amount of \$6,000 in 2025-26 and \$6,500 in 2026-27 to the Superintendent tax sheltered annuity plan.
2. Automobile: The School District shall compensate the Superintendent for business use of the Superintendent's private automobile at the IRS rate pursuant to M.S. 471.665, Subd. 1. Subject to change at a regular School Board meeting.
3. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Superintendent attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall provide the School Board with access to a calendar of all meetings and conferences that the Superintendent will be attending and shall advise the School Board of all

meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by law.

4. Professional Development: The Superintendent will be allowed up to 3 days during the term of the contract for professional development. Upon written application, the Board shall consider allowing the Superintendent to attend a National Educational Convention once every three years. Upon approval of the application, the District agrees to contribute a maximum of \$3,000 towards conference registration and reimbursement of travel-related expenses (lodging, transportation, and meals).

VIII. Salary

Annual Salary: The Superintendent shall be paid an annual salary \$144,560 for 2025-26 and \$150,342 for 2026-27 school years. The annual salary may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in twenty-four (24) equal installments during the contract year.

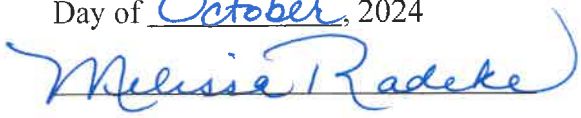
IX. Other Provisions:

1. Outside Activities: While the Superintendent shall devote full-time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendent. The Superintendent shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.
2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.
3. Dues: The Superintendent is encouraged to belong to appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for organizations as are required, directed, or permitted, by the School Board. The Superintendent shall present appropriate statements for approval as provided by law.

This contract shall be effective only upon signatures of the Superintendent and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action recorded in its minutes. *If provisions of the Patient*

Protection and Affordable Care Act (PPACA) require contractual revisions, the parties mutually agree to reopen the contract to address those revisions.

IN WITNESS WHEREOF, I have
subscribed my signature this 23rd
Day of October, 2024



Superintendent

IN WITNESS WHEREOF, I have
subscribed my signature this _____
Day of _____, 2024

Chair

Clerk

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 10/01/2024

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Andrew Dahl** for the following extra curricular assignment:

Head Boy's Basketball Coach BA-7(10% @ \$47407.00)

For this assignment you will be paid a total of \$4,740.00 ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:

Andrew J. Dahl
Coach's Signature

10/25/24
Date

AFTER VERIFYING THAT YOUR PLACEMENT, PERCENTAGE, AND SALARY ARE CORRECT, THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature

WHITE – School Board's Copy
GREEN – Coach's Copy (to be returned after school board approval)

LESTER PRAIRIE PUBLIC SCHOOL
SCHOOL DISTRICT 424
131 North Hickory Street
Lester Prairie, MN 55354-0158
(320)395-2521 FAX (320)395-4204

EXTRA CURRICULAR CONTRACT
LESTER PRAIRIE ISD #424
2024-2025

DATE: 10/1/2024

The School Board of Independent School District No. 424 of the State of Minnesota, Lester Prairie, Minnesota, at a meeting on the ____ day of _____, 2024, enters into this agreement with **Adam Angell** for the following extra curricular assignment:

Assistant (JV) Boys Basketball Coach BA-0 (7% @ \$40,941.00)

For this assignment you will be paid a total of \$2,866.00. ***In those years when negotiations have not been completed, salary amounts will be adjusted to reflect changes governed by the Master Agreement, if any.**

This amount will be paid as follows: To be paid at the end of the season after all equipment and student fees have been collected and the attached sheet has been signed and turned in to payroll by the Activities Director.

I hereby accept the assignment as indicated:



Coach's Signature

10-25-24

Date

THIS FORM IS TO BE RETURNED TO THE SUPERINTENDENT WITHIN TEN (10) DAYS OF RECEIPT.

In Witness thereof, on behalf of the school district, we have subscribed our signatures this _____ day of _____, 2024. Ind. District No. 424

Chairperson's Signature

Clerk's Signature