

SCHOOL BOARD MEETING

Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota

www.minnetonkaschools.org

October 1, 2020

The mission of the Minnetonka School District, a community that transcends traditional definitions of excellence and where dreams set sail, is to ensure all students envision and pursue their highest aspirations while serving the greater good, through teaching and learning which

- *Value and nurture each individual,*
- *Inspire in everyone a passion to excel with confidence and hope, and*
- *Instill expectations that stimulate extraordinary achievement in the classroom and in life.*

(All times are approximate)

- | | | |
|------|-------|---|
| 7:00 | | World's Best Workforce Annual Meeting |
| 7:20 | I. | Call to Order |
| | II. | Pledge to the Flag |
| | III. | Adoption of the Agenda |
| 7:22 | IV. | School Report: Excelsior Elementary |
| 7:45 | V. | Community Comments Community Comments is an opportunity for the public to address the School Board on an item included in this agenda in accordance with the guidelines printed at the end of this agenda. |
| 7:50 | VI. | Opening of School Report |
| 8:15 | VII. | Enrollment Report |
| 8:45 | VIII. | Adoption of Annual Report |
| 9:05 | IX. | Second Reading of Policy #504: Student Dress and Grooming Code |
| 9:25 | X. | Approval of Bid for Reroofing at MHS, MME and MMW for Summer 2021 |
| 9:30 | XI. | Approval of Bid for Restroom Long-Term Maintenance at MHS for Summer 2021 |

- 9:35 XII. Approval of Bid for Mechanical System Long-Term Maintenance at MME and MMW for Summer 2021
- 9:40 XIII. Approval of Bid for Replacement of R-22 HVAC Systems at Excelsior Elementary School for Summer 2021
- 9:45 XIV. Approval of Bid for Cabinet Replacement at Clear Springs Elementary School for Summer 2021
- 9:50 XV. CONSENT AGENDA
 - a. Minutes of September 3 Regular Meeting and September 24 Special Meeting
 - b. Study Session Summary of September 17
 - c. Payment of Bills
 - d. Recommended Personnel Items
 - e. Gifts and Donations
 - f. Electronic Fund Transfers
 - g. Update of Flex Choice Plan Documents
 - h. Approval of Revised Action Plan, Resource Guide and Website Relative to Goal 2
- 9:51 XVI. Board Reports
- 9:53 XVII. Superintendent's Report
- 9:55 XVIII. Announcements
- 9:56 XIX. Adjournment

GUIDELINES FOR *COMMUNITY COMMENTS*

Welcome to the Minnetonka Schools Board Meeting! In the interest of open communications, the Minnetonka School District wishes to provide an opportunity for the public to address the School Board. That opportunity is provided at every regular School Board meeting during *Community Comments*.

1. Anyone indicating a desire to speak to an item included in this agenda during *Community Comments* will be acknowledged by the Board chair. When called upon to speak, please state your name, address and topic. All remarks shall be addressed to the Board as a whole, not to any specific member(s) or to any person who is not a member of the Board.
2. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue.
3. Please limit your comments to three minutes. Longer time may be granted at the discretion of the Board Chair. If you have written comments, the Board would like to have a copy, which will help them better understand, investigate and respond to your concern.
4. During *Community Comments* the Board and administration listen to comments and respond immediately whenever possible. If additional research is needed, responses will be shared at the next regularly scheduled Board meeting. Board members or the Superintendent may ask questions of you in order to gain a thorough understanding of your concern, suggestion or request.
5. Please be aware that disrespectful comments or comments of a personal nature, directed at an individual either by name or inference, will not be allowed. Personnel concerns should be directed first to a principal, the assistant superintendent for human resources, the superintendent and finally in writing to the Board.

*Minnetonka School Board meetings are rebroadcast via a local cable provider.
Please visit www.minnetonkaschools.org for the current schedule.*

**School Board
Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota**

Title: World's Best Workforce Annual Meeting

Date: October 1, 2020

OVERVIEW

Under Minnesota Statutes, Section 120B.11, school districts are required to hold an annual meeting regarding progress made toward World's Best Workforce (WBWF) goals. During the Annual Meeting, Director of Teacher Development Sara White will present the 2019-20 WBWF goals and results, along with the strategies and initiatives that the District engaged in to meet the goals. She will also present the District's 2020-21 WBWF goals and strategies to meet them.

The World's Best Workforce bill, passed in 2013, strives to ensure every school district in the state is making strides to increase student performance – a strategic focus for Minnetonka School District since 2001.

The World's Best Workforce legislation requires districts to set at least five goals, which for Minnetonka are embedded in the District's Q-Comp, Staff Development, Teacher Evaluation Growth Model, and Principal Evaluation plans. These five goals revolve around:

1. All children are ready for school.
2. All third-graders can read at grade level.
3. All racial and economic achievement gaps between students are closed.
4. All students are ready for career and college.
5. All students graduate from high school.

Each district is required to create their own plan to align curriculum and instruction so that students are college and career ready – another strategic focus for Minnetonka School District. The success of each plan will be measured by:

- Local assessment data
- Closing the gap by student group
- Early childhood assessment data
- MCA scores
- College entrance exams

The scope of the legislation has evolved and now is the umbrella under which several programs fall, including staff development, teacher and principal evaluation, Q-Comp, and

high potential. Separate reports on those programs are shared with the board throughout the year. Equitable access to excellent teachers is unique to this report alone.

Typically, this report would include state and district data pertaining to each of the World's Best Workforce goals. Due to COVID19, these results are limited for the 2019-20 academic year.

2019-20 Goals and Results

In the fall of 2019-20, five World's Best Workforce goals were created through coordination with various District stakeholders, Director of Assessment Matt Rega, and Director of Teacher Development Sara White. Minnetonka sets its own goals based on its start value, which may be significantly higher than some districts. These goals were shared with sites to guide the development of their Q-Comp goals and professional learning plans. Those goals and the results are below. Separate reports and analysis of the progress on these goals were presented to the Board throughout the 2019-20 year. The summary of the goals and results follow.

All Children Ready for School

Goal 1: The Minnetonka School District will increase the number of children screened at the age of 3 by **2%** in 2019-20, from **269** in 2018-19 to **275** in 2019-20.

Results: As of March 13, 2020, 178 children age 3 had been screened. Screening was suspended after that date.

2019-20 State Results: State data is not available on this goal.

Early Childhood Screening information was targeted to parents of infants, toddler and preschoolers through digital and social media, in-person presentations and classes with parents of young children (Early Childhood Family Education), promotion in Community Education catalogues, and a direct mailing to resident families of children who were 3 years of age was completed.

In 2018-19, Minnetonka Preschool screened **269** age 3 children. As of March 13, 2020, **178** children age 3 had been screened. Screening was suspended after that date. As a result, there were 10 fewer screening days than were scheduled.

On the first day of the 2019-20 school year, there were **357** students enrolled in Minnetonka Preschool, an increase of 2.3% over the previous year.

Goal 2: The percentage of Minnetonka Preschool PreK 4* children who are meeting or exceeding age expectations** will increase by 1.5% across each learning domain on the Teaching Strategies GOLD assessment.

- Social Emotional: increase from 93.46% at the Spring 2018-19 benchmark to 94.96% at the Spring 2019-20 benchmark

- Physical: increase from 96.69% at the spring 2018-19 benchmark to 98.19%
- Language: increase from 93.70% at the spring 2018-19 benchmark to 95.2%
- Cognitive: increase from 94.41% at spring 2018-19 benchmark to 95.91%
- Literacy: increase from 95.12% at spring 2018-19 benchmark to 96.62%
- Mathematics: increase from 92.74% at spring 2018-29 benchmark to 94.24%
- *PreK 4 children are age eligible for Kindergarten in Fall 2020.

**Age expectations are defined as their PreK 4 color band or Kindergarten color band, respectively.

Results: Teaching Strategies Gold data is not available due to COVID19.

2019-20 State Results: State data is not available on this goal.

Although Teaching Strategies Gold spring data is not available, Early Childhood Family Education and Minnetonka Preschool Coordinator Sally Blad reported that progress was made in relation to the Teaching Strategies Gold goals. For example, at fall benchmarking, 78.95% of preschoolers met or exceeded the literacy objective of noticing and discriminating rhyme based on their age/grade. At winter benchmarking, that percentage increased to 91.38%. Teachers focused on literacy dimensions, including rhyming, in their 2019-20 PLC work. As teachers transitioned to e-learning in the spring, rhyming continued to be an intentional focus in Google Meets with preschoolers and through Seesaw activities as was purposeful incorporation of repeated read aloud research-based best practices.

All Third-Graders Can Read at Grade Level

Goal: By June 1, 2020, 71.8% of students in Minnetonka Public Schools in Grade 3, will meet or exceed proficiency on the MCA-III Reading. In 2019 on the MCA-III Reading assessment, 71.5% of Minnetonka Public Schools students met this goal.

Results: Due to COVID-19, this 2020 accountability data is not available.

2019-20 State Results: Due to COVID-19, this 2020 accountability data is not available.

Fall 2018 compared to Fall 2019 NWEA: Grade 3 non-cohort

By the Fall of Third Grade since 2012, the average Minnetonka Third Grader is performing at the middle of Third Grade level according to NWEA Fall National Norms. In addition, according to Fall NWEA results, by the time students reach Seventh Grade, they are performing at or beyond the Eleventh Grade Level according to NWEA Fall National Norms.

With regard to 2019 reading fluency results, 85.4% of Minnetonka Third Graders are performing at or above grade level according to the Children's Educational Resources

Fluency Assessment National Norms. These results are shared annually with MDE as part of the Read Well By Third Grade data submission.

All Racial and Economic Achievement Gaps between Students Are Closed

Goal 1: To close the proficiency gap in reading by 2026, **78.2%** of Non-White students will be proficient on the MCA III in Reading in 2020, an increase from **77.6%** proficiency in 2019. White students will increase proficiency from **83.0%** in 2019 to **83.2%** in 2020. This will narrow the gap in proficiency from **5.4%** to **5.0%**.

Results: Due to COVID-19, this 2020 accountability data is not available.

2019-20 State Results: Due to COVID-19, this 2020 accountability data is not available.

Setting goals around closing the achievement gaps is complex. To reduce a gap, the minority student group increases achievement at a rate higher than the majority student group. As a result of no data being available for the spring of 2020, no conclusions may be drawn regarding closing achievement gaps during the 2019-20 school year. The tables below illustrate the trajectory of closing the achievement gap in Reading.

Table 1: MCA III in Reading, Percent Meeting or Exceeding Proficiency, Minnetonka

| Enrolled October 1 | 2018 Actual | 2019 Actual | 2020 Goal | 2020 Actual | 2021 Goal | 2024 Projected Target |
|--------------------|-------------|-------------|-----------|---|-----------|-----------------------|
| All Students | 82.1% | 82.0% | 82.3% | No data available for 2020 due to COVID19 | 82.6% | 82.9% |
| White Students | 83.5% | 83.0% | 83.2% | | 83.5% | 83.6% |
| Non-White Students | 74.3% | 77.6% | 78.2% | | 79.8% | 82.1% |
| Proficiency Gap | 9.2% | 5.4% | 5.0% | | 3.7% | 1.5% |

A comparison of Minnetonka to the state of Minnesota from the past two years is provided below for perspective.

Table 2: MCA III in Reading, Percent Meeting or Exceeding Proficiency, Minnetonka and Minnesota

| Enrolled October 1 | Minnetonka 2018 | Minnesota 2018 | Minnetonka 2019 | Minnesota 2019 |
|--------------------|-----------------|----------------|-----------------|----------------|
| All Students | 82.1% | 60.3% | 82.0% | 59.6% |
| White Students | 83.5% | 68.7% | 83.0% | 67.9% |
| Non-White Students | 74.3% | 42.5% | 77.6% | 46.1% |
| Proficiency Gap | 9.2% | 26.2% | 5.4% | 21.8% |

While the MDE categorizes students as either White or Non-White for the purpose of this report, Minnetonka conducts data analysis by student groups. Table 3 shows proficiency on the MCA III in Reading by student group as compared to the state proficiency rates.

Table 3: MCA III in Reading, Percent Proficient, by Student Group, Minnetonka and Minnesota

| | American Indian | Asian | Black | Hispanic | White |
|-----------------|------------------------|--------------|--------------|-----------------|--------------|
| Minnetonka 2019 | 57.1 | 86.2 | 55.3 | 79.1 | 83.0 |
| Minnesota 2019 | 36.8 | 54.6 | 35.3 | 38.7 | 68.3 |

Students in Minnetonka consistently surpass their peers nationally on the NWEA Assessments as well as and at the state level. Each table below illustrates that the longer students are in Minnetonka, the greater their achievement. In each grade level, Minnetonka Students of Color outperform their peer national norms. In many instances, they outperform the national norms of their White peers. Grade levels within each student group table that outperform national norms of White peers are highlighted in blue. Fall scores are reported as NWEA does not have norms by ethnicity available for spring assessments. Bold numbers indicate the highest average RIT score in that grade.

Table 4: NWEA Average RIT Scores in Reading for Black Students in Minnetonka

| | Fall 2019 Black | Fall 2018 Black | Fall 2017 Black | Fall Black National Norms | Fall White National Norms |
|----------|------------------------|------------------------|------------------------|----------------------------------|----------------------------------|
| K | 142.7 | 148.9 | 140.1 | Norms begin Grade 3 | Norms begin Grade 3 |
| 1 | 168.2 | 148.8 | 155.5 | | |
| 2 | 165.5 | 174.7 | 172.7 | | |
| 3 | 190.1 | 185.2 | 188.6 | 185.0 | 192.9 |
| 4 | 196.7 | 198.6 | 197.8 | 193.8 | 202.0 |
| 5 | 205.9 | 208.1 | 207.5 | 200.5 | 208.6 |
| 6 | 216.3 | 216.7 | 217.5 | 204.5 | 213.8 |

Table 5: NWEA Average RIT Scores in Reading for Hispanic Students in Minnetonka

| | Fall 2019 Hispanic | Fall 2018 Hispanic | Fall 2017 Hispanic | Fall Hispanic National Norms | Fall White National Norms |
|----------|--------------------|--------------------|--------------------|------------------------------|---------------------------|
| K | 142.1 | 143.9 | 147.1 | Norms begin Grade 3 | Norms begin Grade 3 |
| 1 | 164.1 | 162.9 | 158.5 | | |
| 2 | 175.5 | 165.1 | 174.3 | | |
| 3 | 186.1 | 190.7 | 196.1 | 182.7 | 192.9 |
| 4 | 203.0 | 208.5 | 205.2 | 191.8 | 202.0 |
| 5 | 212.9 | 214.1 | 214.5 | 198.2 | 208.6 |
| 6 | 218.6 | 219.2 | 220.5 | 203.1 | 213.8 |

Table 6: NWEA Average RIT Scores in Reading for Minnetonka Asian Students

| | Fall 2019 Asian | Fall 2018 Asian | Fall 2017 Asian | Fall Asian National Norms | Fall White National Norms |
|----------|-----------------|-----------------|-----------------|--------------------------------|---------------------------|
| K | 149.7 | 152.2 | 152.6 | NWEA does not have Asian norms | Norms begin Grade 3 |
| 1 | 171.7 | 172.0 | 170.0 | | |
| 2 | 189.5 | 182.7 | 186.4 | | |
| 3 | 200.0 | 201.3 | 199.9 | | 192.9 |
| 4 | 212.9 | 212.3 | 213.7 | | 202.0 |
| 5 | 220.5 | 221.1 | 219.5 | | 208.6 |
| 6 | 228.3 | 225.7 | 228.3 | | 213.8 |

Goal 2: To close the proficiency gap in math by 2026, **74.4%** of Non-White students will be proficient on the MCA III in Math in 2019, an increase from **73.8%**. The percent of White students who will be proficient will increase from **81.2%** to **81.3%**. This will narrow the gap in proficiency from **7.4%** to **6.9%**.

Results: Due to COVID-19, this 2020 accountability data is not available.

2019-20 State Results: Due to COVID-19, this 2020 accountability data is not available.

The tables below illustrate the trajectory of closing the achievement gap in Math.

During the 2018-19 school year, the elementary math assessments were implemented across all grade levels K-5. The new assessments are closely aligned with the new standards and are aligned to the content teachers use when teaching. During the Summer of 2019, the new assessments were revised after receiving feedback from teachers throughout the school year. Additional supplemental resources were identified to help teachers ensure students could achieve even more success during the 2019-20 school year. As a result of no data being available for the spring of 2020, no conclusions may be drawn regarding closing achievement gaps during the 2019-20 school year.

Table 7: MCA III in Math, Percent Meeting or Exceeding Proficiency, Minnetonka

| | 2018 Actual | 2019 Actual | 2020 Goal | 2020 Actual | 2021 Target | 2024 Projected Target |
|---------------------------|--------------------|--------------------|------------------|---|--------------------|------------------------------|
| All Students | 81.2% | 79.8% | 80.1% | No data available for 2020 due to COVID19 | 80.3% | 80.5% |
| White Students | 82.4% | 81.2% | 81.3% | | 81.4% | 81.5% |
| Non-White Students | 74.8% | 73.8% | 74.4% | | 77.4% | 79.5% |
| Proficiency Gap | 7.6% | 7.4% | 6.9% | | 4.0% | 2.0% |

A comparison of Minnetonka to the state of Minnesota is provided below for perspective.

Table 8: MCA III in Math, Percent Meeting or Exceeding Proficiency, Minnetonka and Minnesota

| | Minnetonka 2018 | Statewide 2018 | Minnetonka 2019 | Statewide 2019 |
|---------------------------|----------------------------|---------------------------|----------------------------|---------------------------|
| All Students | 81.2% | 57.6% | 79.8% | 55.4% |
| White Students | 82.4% | 66.7% | 81.2% | 64.6% |
| Non-White Students | 74.8% | 39.1% | 73.8% | 40.6% |
| Proficiency Gap | 7.6% | 27.6% | 7.4% | 24.0% |

Again, while the MDE categorizes students as either White or Non-White for the purpose of this report, Minnetonka conducts data analysis by student groups. Table 3 shows proficiency on the MCA III in Reading by student group as compared to the state proficiency rates.

Table 9: MCA III in Math, Percent Proficient, by Student Group, Minnetonka and Minnesota

| | American Indian | Asian | African- American | Hispanic | White |
|--------------------|----------------------------|--------------|------------------------------|-----------------|--------------|
| Minnetonka 2019 | 58.3 | 88.8 | 46.5 | 67.4 | 81.2 |
| Minnesota 2019 | 28.1 | 55.4 | 27.7 | 32.2 | 65.1 |

Students in Minnetonka consistently surpass their student group peers nationally on the NWEA in Math as well. Each table below illustrates that the longer students are in Minnetonka, the greater their achievement. In each grade level, Minnetonka Students of Color outperform their peer national norms. In many instances, they outperform the national norms of their White peers. Grade levels within each student group table that outperform national norms of White peers are highlighted in blue. Fall scores are reported as NWEA does not have norms by ethnicity available for spring assessments. Bold numbers indicate the highest average RIT score in that grade.

Table 10: NWEA Average RIT Scores in Math for Minnetonka Black Students

| | Fall 2019: Black | Fall 2018: Black | Fall 2017: Black | National Norms: African- American | National Norms: White |
|----------|---------------------|---------------------|---------------------|--|--------------------------|
| K | 138.3 | 144.1 | 139.7 | Norms begin Grade 3 | Norms begin Grade 3 |
| 1 | 168.6 | 155.8 | 159.9 | | |
| 2 | 171.1 | 177.9 | 180.0 | | |
| 3 | 193.0 | 191.4 | 190.0 | 188.4 | 195.0 |
| 4 | 202.0 | 199.9 | 204.0 | 198.7 | 205.6 |
| 5 | 206.8 | 214.2 | 217.3 | 206.8 | 214.1 |
| 6 | 218.2 | 222.8 | 224.0 | 212.2 | 221.2 |
| 7 | 231.7 | 231.7 | 227.2 | 217.2 | 227.2 |
| 8 | 237.3 | 234.9 | 237.5 | 222.3 | 232.3 |

Table 11: NWEA Average RIT Scores in Math for Minnetonka Hispanic Students

| | Fall 2019 Hispanic | Fall 2018 Hispanic | Fall 2017 Hispanic | Fall Hispanic National Norms | Fall White National Norms |
|----------|-----------------------|-----------------------|-----------------------|------------------------------------|---------------------------------|
| K | 142.0 | 141.3 | 144.5 | Norms begin Grade 3 | Norms begin Grade 3 |
| 1 | 165.8 | 167.0 | 160.0 | | |
| 2 | 183.9 | 177.7 | 183.7 | | |
| 3 | 191.0 | 196.7 | 200.1 | 187.2 | 195.0 |
| 4 | 206.3 | 209.5 | 207.0 | 197.4 | 205.6 |
| 5 | 216.9 | 217.1 | 219.6 | 204.9 | 214.1 |
| 6 | 223.5 | 225.7 | 228.3 | 211.0 | 221.2 |
| 7 | 234.9 | 231.7 | 234.5 | 215.5 | 227.2 |
| 8 | 240.0 | 242.9 | 238.9 | 218.5 | 232.3 |

Table 12: NWEA Average RIT Scores in Math for Minnetonka Asian Students

| | Fall 2019 Asian | Fall 2018 Asian | Fall 2017 Asian | Asian National Norms | White National Norms |
|---|-----------------|-----------------|-----------------|--------------------------------|----------------------|
| K | 151.0 | 152.3 | 152.5 | NWEA does not have Asian norms | Norms begin Grade 3 |
| 1 | 177.6 | 173.3 | 176.7 | | |
| 2 | 193.0 | 190.8 | 191.7 | | |
| 3 | 205.9 | 209.4 | 205.7 | | 195.0 |
| 4 | 222.6 | 219.3 | 222.3 | | 205.6 |
| 5 | 232.3 | 236.8 | 231.9 | | 214.1 |
| 6 | 242.1 | 240.5 | 241.9 | | 221.2 |
| 7 | 246.6 | 251.3 | 252.7 | | 227.2 |
| 8 | 259.7 | 260.0 | 260.1 | | 232.3 |

All Students Are Ready for Career and College

Goal: The percentage of all students in Grade 12 at Minnetonka High School who take the ACT who meet or exceed the College Readiness Benchmark Composite Score (18) as measured on the ACT will increase from **96.1%** in 2019 to **96.2%** in 2020.

Results: The percentage of all students in Grade 12 at Minnetonka High School who take the ACT who meet or exceed the College Readiness Benchmark Composite Score (18) as measured on the ACT is **97.0%** in 2020.

2019-20 State Results: Data not yet available.

Well before WBWF legislation, career and college readiness had been a goal for the Minnetonka Public School District. Not only has the composite ACT score risen steadily for the past 16 years, the percent of students who are considered ready for college level coursework in all four curricular areas has also increased. This is true even as the number of students taking the ACT has risen. The percentage of students in Grade 12 during the 2019-20 school year who took the ACT who met or exceeded the College Readiness Benchmark Composite Score composite score of 18 was **97.0%**, an increase from **96.2%** of students in Grade 12 during the 2018-19 school year who met or exceeded the

composite score of 18. For the Class of 2019, **726** of **808** students took the exam (**89.9%**). For the Class of 2020, **689** of **792** students took the exam (**87.0%**).

In 2019-20, the District expanded experiential learning and inquiry-based learning opportunities for E-12 through a three-pronged approach: Framework Grants, facilitated unit design, and teacher-initiated projects. Each process had advantages and disadvantages for expansion.

- Framework Grants – While most resulted in quality products, the grants were resource-intensive. The initial materials budget and specific curriculum writing hours promised through the Framework Grant process unintentionally focused on “stuff” rather than student learning. After working through several projects, it became evident that the idea itself - rather than essential learnings - was frequently the impetus for writing the grant.
- Facilitated Unit Design – This process was effective because professional learning was provided while a unit or course was in development. Strategies and structures were immediately applied to lessons teachers knew they would actually do. Collaboration among curriculum writers enhanced the product. The fact that it was written into the unit plan ensures wider implementation beyond a single classroom or school. Limitations included the time-consuming nature of the curriculum development process. This process was limited to those engaged in new course design or significant revisions.
- Teacher-Initiated Projects – Without an official start or end, these projects were more challenging to initiate and support. But, these projects were born of a teacher’s sole desire to “teach it better.” Because curriculum writing hours were awarded as needed, rather than a total number of hours guaranteed up-front, the process was cost-effective. Additionally, collaboration with the principal was ensured by requiring approval of site-based staff development funds.

The impact on students learning was significant regardless of the path to creating the experience. When asked the question to rate the impact this work had on students, 64% shared it has a high impact, with 14% saying somewhat of an impact. The remaining 21% were unable to implement the project due to COVID19.

Themes included:

- High connection of curriculum/framework to authentic activities
- High student engagement or also called ‘elevated engagement’
- Growth in students’ confidence
- Gave students purpose to learning
- Experiences to enhance cultural learning
- Evidence of student growth in skill sets evaluated
- Better application of concepts that have been taught
- Self-directed learning vs. teacher directed
- Real-world application of concepts learned in class.
- Authentic connection to community.

In addition to increasing the percentage of students meeting and exceeding the College Readiness Benchmark Composite Score of 18, through School Board Goal 2.2, the District expanded efforts on creating awareness of and support for all students on all pathways (i.e. trades, military, gap years, technical school, colleges and universities, etc.) to promote the best match for each student. This included:

- Creating a marketing plan for Tech Ed pathways, including specific courses that align to career fields with growth potential.
- Engaging teachers in designing curriculum aligned to best practices in the field, including seeking feedback from former panelists and experts from the field.
- Creating VANTAGE-style experiential learning opportunities in Tech Ed courses, ensuring student work represents authentic work from the field, bringing in experts from the field to guest lecture and to provide feedback on student skills and projects.
- Exploring expanding the work to middle schools.
- Hosting trades panels related to opportunities in the trades fields.

In August of 2019, a Trades Advisory Board of parents, industry leaders, teachers, counselors, and administrators was established to serve as a bridge to trades-centered businesses and assist in the development of community partnerships and to provide feedback and oversight regarding new coursework, pathways of study, student panels, and the Minnetonka student capstone experience.

On November 14, Minnetonka High School hosted a Trades Panel for Students and Families. Over 75 students and families attended the evening session to learn more about the opportunities that exist in the greater metro area. Following the event, a survey was shared with attendees who rated the evening 3.75 on a 4-point scale.

All Students Graduate from High School

Goal: The 4-year graduation rate for Minnetonka High School students as determined by the Minnesota Department of Education will increase from **97.2%** in 2018 to **97.3%** in 2019.*

Results: The 4-year graduation rate for Minnetonka High School students as determined by the Minnesota Department of Education in 2019 was **95.6%**.

2019-20 State Results: The 4-year graduation rate for students in the class of 2019 graduating in 2019 or earlier as determined by the Minnesota Department of Education was **83.7%**

*Graduation rates cannot be reported until MARSS end-of-year data is finalized in January. Typically, the data are updated at the end of February/beginning of March.

The Minnesota Department of Education prefers that districts use their graduation rates in the World's Best Workforce report. The four-year graduation rates for the past year are

not available in the early fall so these goals are based on the previous sets of years. As of September 4, 2020, Minnetonka’s 4-year graduation rate according to the Minnesota Report Card decreased from **97.2%** in 2018 to **95.6%** in 2019. The Minnesota graduation rate in 2019 was **83.7%**.

The MDE identified that 2.1% (17 students) of the class of 2019 are continuing their education, 0.6% (5 students) dropped out, and 1.6% (13 students) are unknown. In 2018, 1.5% (12 students) were continuing their education, 0.5% (4 students) dropped out, and 0.8% (7 students) were unknown.

Table 13: Minnetonka Graduation Rates by Student Group*

| Student Group | Minnetonka Graduation Rate | Minnesota Graduation Rate |
|----------------------|-----------------------------------|----------------------------------|
| Asian | 90.7% | 87.6% |
| Black | 96.3% | 69.9% |
| Hispanic | 100% | 69.9% |
| White | 95.6% | 88.7% |
| Two or More Races | 100% | 72.3% |

*American Indian/Native Alaskan student group had too few students to be reported.

Access to Excellent and Diverse Teachers

World’s Best Workforce requires districts and charters to ensure students from low income families, students of color, and American Indian students are not taught at disproportionate rates by inexperienced, out-of-field, and ineffective teachers. The Minnesota Department of Education defines these categories as follows:

- An **ineffective teacher** is defined as a teacher who is not meeting professional teaching standards as defined in local teacher development and evaluation (TDE) systems.
- An **inexperienced teacher** is defined as a licensed teacher who has taught for three or fewer years.
- An **out-of-field teacher** is defined as a licensed teacher who is providing instruction in an area which he or she is not licensed.

In the 2019-20 school year, there were no Minnetonka teachers on performance plans due to not meeting professional teaching standards as defined in the Minnetonka Teacher Evaluation and Growth Model (TDE system). Of the 92 long-term reserves and teachers new to Minnetonka in 2019-20, only 47 of them had three or fewer years of experience. These teachers worked in a range of content areas and grade levels, none disproportionately impacting low income families, students of color, or American Indian students.

Minnesota’s Professional Educator Licensing and Standards Board (PELSB) no longer recognizes non-licensed community expert waivers and limited licenses. PELSB created four (4) license tiers: Tier One, Tier Two, Tier Three and Tier Four. A Tier One candidate

has a minimum of a bachelor's degree with supported evidence from an employing school district meeting requirements to teacher in a specific content area. A Tier Two candidate must hold a bachelor's or master's degree and have advanced studies, experience or licensure from another state or country as certified by transcripts and verification forms. A Tier Three candidate must have a Bachelor's or Master's degree, passing scores on the MTLE tests (Minnesota Teacher Licensing Exams) and completion of an approved teacher preparation program in addition to two to three years of teaching experience. Finally, a Tier Four candidate meets all the requirements of a Tier Three candidate, plus has three full years of teaching experience in Minnesota and most recent summative evaluation must not have resulted in an improvement plan.

Teachers who will be teaching in an out-of-field area are required to work with their employing school district to obtain an "Out of Field Permission" or OFP. This is very similar to what used to be called a "variance." A teacher can have up to five (5) OFP's in their teaching career. In Minnetonka, there were 29 teachers teaching one or more class in an area outside of their underlying license. Over one-third of them (9) were teachers in Minnetonka's Immersion program. In some cases, these teachers were licensed in the language (Chinese or Spanish) and were teaching a content area (social studies or language arts). In other cases, the teachers were licensed in the content area and were teaching that content in the second language. An additional 4 teachers were working in special education roles (adaptive physical education, autism spectrum disorders, academic and behavioral strategist). While they had underlying licenses in special education, they did not have these specific licenses. The remaining out-of-field teachers were in the areas of theater, technology education, business education, science and communication/language arts. These out-of-field teachers did not work disproportionately with low income families, students of color, or American Indian students.

Minnetonka prides itself on hiring the very best teachers to meet the needs of our students. The positive side of this belief is that the growth of our Spanish and Chinese Immersion programs over the years has provided a wonderful opportunity to naturally diversify its teacher workforce. Minnetonka strategically hires and assigns students to teachers with the goal of ensuring that students Immersion have the opportunity to have one or more native speakers during their K-5 experience.

Currently Minnetonka employs 260 classroom teachers K-5 across the district, 72 of whom have diverse backgrounds. At the elementary, 27.7% percent of the teacher population is diverse while the student population is approximately 15% percent diverse. At the middle level and high school level the numbers start to shift in the other direction. There are 390 secondary teachers, of whom only 19, less than 5%, would be considered diverse. Minnetonka is actively focusing its efforts to diversify the staff to align the numbers with student population diversity numbers.

One effort in this area has been to strengthen relationships with University partners to identify careers opportunities that exist within Minnetonka early in teacher candidates' journey to employment. Placing teaching candidates with diverse backgrounds in Minnetonka schools system during their student teaching experience is beneficial both to

the teacher and the District. It allows the District the opportunity to secure these candidates long term as teachers and introduces the candidate to the systems and supports for teachers within Minnetonka, making Minnetonka a district of choice for them. The challenge that exists is that most colleges and universities are not producing enough diverse teacher candidates to address this need.

With the Board's emphasis on increasing our recruitment footprint, the Human Resources Department is actively developing plans to be more visible in teacher hiring events and channels that appeal to a more diverse candidate pool. Complicating these efforts is the uncertainty around whether in-person recruiting events will go forward. Whether we can be out in person or not, the District is actively assessing advertising and posting sites that appeal to a wider audience than where we have typically announced our opportunities. By winter, a full slate of posting options and/or recruiting events will be presented to the Board for comment.

An idea from last year was to institute a "Grow Your Own Teachers" program within the high school. This effort was derailed due to the pandemic, but it remains of interest to the new leadership in the Human Resources Department. An organization such as "Future Teachers of America" may be a good fit for our high school community. Part of their program is developed to encourage students of color to pursue teaching as a viable career.

The ultimate goal within the next 3-5 years will be to have system that produces enough viable teacher candidates of color so that the teacher workforce can more closely match the student population in regard to diversity.

Advisory Committee

World's Best Workforce plans and updates were shared regularly with the District Advisory Committee. Advisory Committee members provided feedback and insights into the plans. Those members were:

- Colette Benoit, MHS Student,'21
- Paule Hocker, Parent, Community Member, Scenic Heights Elementary Paraprofessional
- Sara Hunt, Parent, Instructional Technology Coach
- Austin Hunter, MHS Student,'21
- Stephanie Johnson, Parent, Community Member
- Mandy Kasowicz, Supervisor of Student Support Services
- Bryan McGinley, Deephaven Elementary School Principal
- Stephanie Nordstog, Minnetonka Middle School East Assistant Principal
- Ann Redfern, Teacher, Groveland Elementary School
- Dr. Matt Rega, Parent, Director of Assessment
- Diane Rundquist, Parent, Director of Advanced Learning
- Freya Schirmacher, Minnetonka High School Assistant Principal
- Steve Urbanski, Director of Curriculum

- Sara White, Director of Teacher Development

2020-21 Goals and Strategies

The goals for 2020-21 were developed collaboratively with administrators, teachers, and parents of Minnetonka students. These goals are similar to the goals set for 2019-20

Strategies to meet each goal have been developed and will continue to be refined throughout the 2020-21 school year.

All children are ready for school.

Goals

The Minnetonka School District will increase the number of children screened at the age of 3 by **1%** in 2020-21, from **269** in 2018-19 to **272** in 2020-21.

The percentage of Minnetonka Preschool PreK4* children who are meeting or exceeding age expectations** will increase by **1%** across the following literacy objectives regarding demonstrating phonological awareness and phonics skills as measured by the Teaching Strategies GOLD assessment:

- Notices and discriminates rhyme: increase from **94.28%** at the Spring 2018-19 benchmark to **95.28%** at Spring 2020-21 benchmark.
- Notices and discriminates alliteration: increase from **94.29%** at the Spring 2018-19 benchmark to **95.29%** at Spring 2020-21 benchmark.
- Notices and discriminates discrete units of sound: increase from **94.86%** at the Spring 2018-19 benchmark to **95.86%** at Spring 2020-21 benchmark.

*PreK 4 children are age eligible for Kindergarten in Fall 2022.

**Age expectations are defined as their PreK 4 color band or Kindergarten color band, respectively

Strategies

To meet these ambitious goals, MCEC administrators and teachers will engage in targeted marketing and professional learning. To increase the number of children screened, MCEC leaders will market to parents of infants, toddlers, and preschoolers through digital and social media. Additionally, they will direct mail resident families of children who are three years of age. They will partner with area private preschools as well to enhance promotion of screening.

To meet the learning domain goals, all staff will continue to learn more about the GOLD assessment tool. They will create common language and expectations for the use of the tool Teachers will leverage their professional learning communities (PLCs) to discuss the

data collected and how that data will inform practice. Minnetonka Preschool plans to continue the literacy focus that was part of last year's Q-Comp goal – extending it from discriminating rhyme to noticing and discriminating smaller and smaller units of sound including syllables in words and onset-rime segmentation.

Data Sources: Teaching Strategies Gold MARSS; District Census; ECS report; Enrollment data from Annual Reports

All third graders can read at grade level.

Goal

By June 1, 2021, **71.6%** of students in Minnetonka Public Schools in Grade 3, will meet or exceed proficiency on the MCA-III Reading. In 2019 on the MCA-III Reading assessment, **71.5%** of Minnetonka Public Schools students met this goal.

Strategies

The language arts curriculum and literacy interventions are the foundation for meeting this goal. A language arts curriculum aligned to Minnesota Academic Standards for Language Arts, supported by curricular materials such as *Making Meaning, Being a Writer, and Wilson Foundations*, are designed to provide Tier One support for all students. In addition, *Wilson Just Words, Wilson Foundations, Leveled Literacy Interventions*, and intervention resources supporting phonemic awareness, phonics, fluency, vocabulary, and comprehension provide Tier Two and Tier Three support, with interventions delivered by reading specialists and student support services personnel.

The *Wilson Reading System*, delivered by Wilson certified teachers, provide Tier Three reading intervention specifically designed to support students with word-level deficits who are not making sufficient progress through their current intervention or who require more intensive structured literacy instruction due to a language-based learning disability, such as dyslexia. Finally, students who are on Individual Educational Plans (IEPs) receive support through special education services.

The District will begin the language arts curriculum review process following the release of new standards by the Minnesota Department of Education during the fall of 2020. The curriculum review process will include a comprehensive needs assessment, specifically addressing early literacy needs, and will ultimately result in updates to the language arts program in the areas of reading, writing, speaking, listening, and language to meet this goal.

Data Sources: MCA-III Reading, NWEA MAP for Primary in Reading, NWEA MAP Common Core State Standards 2-5, edSpring CES Fluency, Making Meaning and Being a Writer Assessments, Fountas and Pinnell Leveled Literacy Intervention

All racial and economic achievement gaps between students are closed.

Goals

To close the proficiency gap in reading by 2026, **79.8%** of Non-White students will be proficient on the MCA III in Reading in 2021, an increase from **77.6%** proficiency in 2019. White students will increase proficiency from **83.0%** in 2019 to **83.5%** in 2021. This will narrow the gap in proficiency from **5.4%** in 2019 to **3.7%** in 2021.

To close the proficiency gap in math by 2026, **75.3%** of Non-White students will be proficient on the MCA III in Math in 2021, an increase from **73.8%** in 2019. The percent of White students who will be proficient will increase from **81.2%** in 2019 to **81.5%** in 2021. This will narrow the gap in proficiency from **7.4%** in 2019 to **6.1%** in 2021.

Strategies

The Minnetonka curriculum review process will address excellence, diversity, equity, and inclusion, and will include updates during the 2020-21 school year in support of School Board Goal Two focused on excellence and belonging. This process will include a comprehensive review of programs and resources, informed by state and national standards, best practices, and college and career readiness goals, and will ultimately result in revisions to programs to eliminate all achievement gaps. In addition, instructional strategies and materials will continue to be introduced throughout the year in response to identified gaps.

Each year, Director of Assessment Matt Rega meets with grade-level and departmental teams to analyze current achievement gaps and create work plans to narrow those gaps. Teachers carry this work forward within their professional learning communities, PLCs, setting ongoing goals around student learning. Teachers monitor progress in reading and math, and use appropriate interventions to ensure an increase in the percent of students gaining proficiency.

In addition to working with teacher teams, Dr. Rega works with site administrators to analyze MCA data and to strategize on how to increase proficiency in targeted student groups at a greater rate while continuing to increase overall proficiency rates. Individual principals set mutual commitments with Superintendent Dennis Peterson on student achievement.

The following tables illustrate the path to a zero percent proficiency gap:

Table 14: MCA III in Reading, Percent Meeting or Exceeding Proficiency, Minnetonka

| Enrolled Oct 1, 2019 | 2018 Actual | 2019 Actual | 2020 Goal | 2020 Actual | 2021 Goal | 2024 Target | 2026 Target |
|----------------------|-------------|-------------|-----------|---|-----------|-------------|--------------|
| All Students | 82.1% | 82.0% | 82.3 | No data available for 2020 due to COVID19 | 82.5 | 82.9% | 83.7% |
| White Students | 83.5% | 83.0% | 83.2 | | 83.5 | 83.6% | 83.7% |
| Non-White Students | 74.3% | 77.6% | 78.2 | | 79.8% | 82.1% | 83.7% |
| Proficiency Gap | 9.2% | 5.4% | 5.0% | | 3.7% | 1.5% | 0.0% |

Table 15: MCA III in Math, Percent Meeting or Exceeding Proficiency, Minnetonka

| Enrolled Oct 1, 2019 | 2018 Actual | 2019 Actual | 2020 Goal | 2020 Actual | 2021 Goal | 2024 Target | 2026 Target |
|----------------------|-------------|-------------|-----------|---|-----------|-------------|--------------|
| All Students | 81.2% | 79.8% | 80.1% | No data available for 2020 due to COVID19 | 80.3% | 80.5% | 81.5% |
| White Students | 82.4% | 81.2% | 81.3% | | 81.4% | 81.5% | 81.5% |
| Non-White Students | 74.8% | 73.8% | 74.4% | | 77.4% | 79.5% | 81.5% |
| Proficiency Gap | 7.6% | 7.4% | 6.9% | | 4.0% | 2.0% | 0.0% |

Minnetonka School Board Goal 2: Excellence and Belonging - Diversity, Equity, Inclusion, outlines its commitment to understand factors impacting academic performance and to discover strategies for closing all achievement gaps. Strategies for 2020-21 will include:

- An in-depth review of board vision and district policies along with associated practices using a lens of excellence, diversity, equity, and inclusion.
- Evaluate the curriculum review process to ensure it embraces excellence, diversity, equity, and inclusion. This includes adding materials as appropriate where there are gaps in the curriculum.
- Train all staff, students, and school board members regarding excellence, diversity, equity, and inclusion.

Data Sources: NWEA in Reading; NWEA in Math; MCA-III Reading; MCA-III Math; EdSpring

All students are ready for career and college.

Goal

The percentage of all students in Grade 12 at Minnetonka High School who take the ACT who meet or exceed the College Readiness Benchmark Composite Score (18) as measured on the ACT will increase from **97.0%** in 2020 to **97.1%** in 2021.

Strategies

Minnetonka Public Schools is committed to ensuring that all parents have the knowledge and tools to support their children as they make decisions about their future plans. In 2018-19, School Board Goal Three focused on personalize pathways to success E-12. Beginning in middle school, through the web-based resource called *Naviance Student*, students can:

- Explore their strengths and interests with a variety of self-discovery assessments
- Get involved in the planning of their future based on these strengths and interests
- Build a portfolio, complete online surveys, understand the intricacies of making decisions about colleges and careers
- Research colleges and careers
- Set goals for the future

To ensure the successful implementation of Naviance Student at the secondary level, counselors developed and revised unit plans and lessons to provided a road map for student engagement. The following is a summary of the “touch points” at each grade level. In addition, counselors meet regularly with students to ensure that they understand pathways and course options, including, at the high school level, trades, technical schools, and higher education options.

Grade Six:

1. About Me Survey
2. Meet the Counselor
3. Positive Climate
4. Learning Styles Lesson and Inventory
5. End of Year

Grade Seven:

1. About Me Survey
2. Courage Retreat
3. Strengths Explorer Lesson and Inventory
4. Positive Climate
5. End of Year

Grade Eight:

1. About Me Survey
2. Career Key Lesson and Inventory
3. Career Day
4. Positive Climate
5. Ninth Grade Transition and Registration Lesson
6. End of Year

Grade Nine:

1. Ninth Grade Individual Meetings
2. Strengths Explorer Review

Grade 10:

1. Career Interest Profiler
2. Review of Past Inventories
3. Counselor Meetings

Grade 11:

1. My Game Plan
2. Road Trip Nation
3. Career Clusters
4. Do What You Are
5. Counselor Meetings

Grade 12:

1. Seminar and Applications
2. Counselor Meetings

High school counselors are using information from the middle school assessments to facilitate student planning conversations throughout the year. Additionally, the Career Interest Profiler in Grade Ten and the Game Plan Survey in Grade Eleven provide a road map for career and college. The Career Interest Profiler allows students to discover career clusters that are a good fit for them, and subsequent careers that they found interesting. This may also be used as a foundation for selecting courses or programs for junior and senior years. The Game Plan survey is designed to launch the post-high school process. In their senior year, students are also invited to participate in the National College Fair field trip. This year the National College Fair will be held virtually.

School counselors and administration continue to communicate how the Naviance tools and counseling programs support students, encouraging families to engage with the tools before, during and after key learning experiences. As students enter Sixth Grade, school counselors begin familiarizing families with the resources in multiple ways, including newsletters, emails, Schoology messages, Explain Everything videos, PTO presentations. This family engagement continues at every grade level.

In support of the Minnetonka School Board Goal Two during the 2019-20 school year, the District engaged in a careful exploration of student interests and needs surrounding post-secondary opportunities in the skilled trades. A comprehensive process involving student focus groups, a trades advisory board, staff and administrators, has resulted in the creation of the Momentum program and the following opportunities for the 2020-21 school year:

- Two new courses that fulfill core requirements (Metal Sculpture [art credit] and The Physics of Home Renovation [science physics credit])
- Professional guest speakers and panel presentations
- Connections to local businesses
- Increased awareness of trade and technical school offerings
- A Senior Capstone experience for students who complete an advanced-level course

The District continues to prioritize personalizing learning for students and creating multi-modal, inquiry-based, and experiential learning experiences for students.

Data Sources: PSAT; ACT; Skyward (for IB/AP enrollment data); Naviance

All students graduate from high school.

Goal

The 4-year graduation rate for Minnetonka High School students as determined by the Minnesota Department of Education will increase from **95.6%** in 2019 to **95.7%** in 2020.*

*Graduation rates cannot be reported until MARSS end-of-year data is finalized in January. Typically the data are updated at the end of February/beginning of March.

Strategies

Counselors, administrators, and teachers will monitor student progress towards graduation requirements and will intervene when necessary. They will monitor classroom assessment performance on a regular basis. Academic assistance is available through MAST (Minnetonka Academic Success Time), through Academic Anchors, through the Writing Center, and the Math Center.

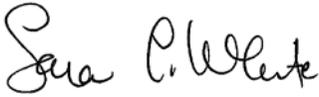
Data Sources: Skyward; edSpring; Minnesota Department of Education

SUMMARY

The World's Best Workforce legislation aligns with Minnetonka's vision for all students' extraordinary achievement in the classroom and in life. World's Best Workforce provides a template for the District to report on its goals, strategies, and results. In 2018-19, Minnetonka met or partially met goals in four of the strategic areas. Goals and strategies for 2019-20 have been set.

RECOMMENDATION/FUTURE DIRECTION:

This report is submitted for the School Board's information.

Submitted by: 

Sara White, Director of Teacher Development

Concurrence: 

Dennis Peterson, Superintendent

School Board
Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota

Board Agenda Item IV.

Title: School Report: Excelsior Elementary

Date: October 1, 2020

EXECUTIVE SUMMARY

Excelsior Elementary Principal Stacy DeCorsey will share *A Day at Hybrid Excelsior Elementary* with the Board. While some things are different in this new model, much remains the same. Examples of how staff and students have risen to the challenge will be shared.

Submitted by: _____



Dennis Peterson, Superintendent

SCHOOL BOARD
MINNETONKA I.S.D. 276
5621 County Road 101
Minnetonka, MN

Board Agenda Item VI.

Title: Opening of School Report

Date: October 1, 2020

BACKGROUND

The District administration reports on the start of school to the School Board each year. This year the presentation to the School Board relies on information collected on Friday, September 25, 2020.

RECOMMENDATION/FUTURE DIRECTION

We will identify follow-up steps with recommendations if necessary based on the data presented.

Submitted by:



Michael Cyrus, Executive Director of Human Resources

Concurrence:



Dennis Peterson, Superintendent

School Board
Minnetonka I.S.D. # 276
5621 County Road 101
Minnetonka, Minnesota

Board Agenda Item VII.

Title: Enrollment Report

Date: October 1, 2020

OVERVIEW

Enrollment of students is vital for all school districts in Minnesota, and growing districts have a distinct advantage over declining districts. In accordance with the District's enrollment plan, Minnetonka welcomes open-enrolled students to enjoy the benefits of Minnetonka's programs and staff. The success of Open Enrollment means the District has been able to stabilize enrollment at all neighborhood elementary schools and increase overall revenue to sustain all programs.

Executive Director of Communications Dr. JacQui Getty will report our schools are all at or near their target enrollments and that the District will continue efforts to attract new families to maintain those target enrollments. The District's efforts largely focus on welcoming early childhood, preschool and Kindergarten families, as resident enrollment for early grades remains below the District's capacity. For the current Kindergarten class, 36% of students are open-enrolled. This year, the District accepted open enrollment applications for Kindergarten from 50 different school districts. As families mature and/or more homes are available in the District for purchase, it is expected, as has occurred in years past, that many currently open-enrolled families will choose to move into the District.

RECOMMENDATION/FUTURE DIRECTION:

The information presented will update the School Board on the District's Enrollment Program.

Submitted by: _____



JacQueline Getty, Executive Director of Communications

Concurrence: _____



Dennis Peterson, Superintendent

**School Board
Minnetonka I.S.D. # 276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item VIII.

Title: Adoption of Annual Report

Date: October 1, 2020

OVERVIEW:

Continuing a tradition of accountability and transparency, the Administration is recommending the Minnetonka Public School District publish an Annual Report on Student Achievement each October. This report includes the State's required World's Best Workforce Annual Report Summary.

Minnetonka uses this report as a primary tool to communicate District goals, results and accountability to parents and citizens of the District. Per the direction of the School Board, Minnetonka's Annual Report is far more comprehensive than the report of most Districts and includes financial data, reports on Innovation initiatives, and student achievement beyond test scores. Per state guidelines, the report also includes elements required by the World's Best Workforce bill, which was passed in 2013 to ensure every school district in the state is making strides to increase student performance. Each district must report on the following five goals:

1. All children are ready for school.
2. All third-graders can read at grade level.
3. All racial and economic achievement gaps between students are closed.
4. All students are ready for career and college.
5. All students graduate from high school.

The Board is also required to hold a public meeting to discuss the World's Best Workforce. That public meeting was held earlier this evening in conjunction with the School Board Meeting.

Following this board meeting, the 2020 Annual Report will be mailed to every District parent and resident, distributed to staff and included in welcome packets for new families. It will also be posted as an online interactive publication, with additional multi-media to relay the incredible success stories of our students, staff and District.

RECOMMENDATION/FUTURE DIRECTION:

Recommend adoption of the 2020 Annual Report.

Submitted by:



JacQueline Getty, Executive Director of Communications

Concurrence:



Dennis Peterson, Superintendent

SECOND READING

**School Board
Minnetonka I.S.D. # 276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item IX.

**Title: Second Reading of Policy #504:
Student Dress and Grooming Code**

Date: October 1, 2020

EXECUTIVE SUMMARY

Policy #504: Student Dress and Grooming Code, is presented for a second reading and possible adoption.

ATTACHMENTS:

- Policy 504: Student Dress and Grooming Code

Submitted by:



**Dennis L. Peterson
Superintendent of Schools**

MINNETONKA PUBLIC SCHOOLS

Policy #504: STUDENT DRESS AND GROOMING CODE

I. PURPOSE

The Minnetonka School District recognizes schools as a place of learning where dress of employees and students should be attire-appropriate for a quality workplace.

II. GENERAL STATEMENT OF POLICY

A. The Minnetonka Public Schools encourage students to take pride in their attire at school. The dress and grooming of students becomes the concern of the school if it causes disruption of the educational program or is offensive or inappropriate to others. Students shall dress in a manner that takes into consideration the educational environment, safety, health and welfare of others.

III. PROCEDURES

The following guidelines apply to students during regular school hours.

A. Appropriate clothing includes, but is not limited to, the following:

1. Clothing appropriate for the weather.
2. Clothing that does not create a health or safety hazard.
3. Clothing appropriate for the activity (i.e., physical education or the classroom).

B. The following dress and grooming items are prohibited:

- ~~2.1~~ 1. Clothing that does not cover the midriff and chest, clothing that does not cover undergarments, and undergarments that are worn as outer garments are all examples of dress that creates a distracting environment.
- ~~2.2~~ 2. Clothing that includes words or pictures that are obscene, vulgar, sexually explicit, convey sexual innuendo, abuse or discrimination, or which promote or advertise alcohol, chemicals, tobacco or any other produce that is illegal for use by minors.
3. Apparel promoting products or activities that are illegal for use by minors.

- 2.3 4. Clothing and other items or grooming in a manner that represents and/or promotes threat/hate groups or gangs.
5. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model-District Policy 413 427: Harassment and Violence.
- 2.4 6. Jewelry that presents a safety hazard to self and/or others.
- 2.5 7. Hats, caps, bandanas and other head attire during the school day. Exceptions will be made for religious and medical reasons. This limitation does not apply at the high school in the hallways, commons area and cafeteria.
- 2.6 8. Wearing of Halloween-type masks, painted faces, disguises or grooming that limits or prevents the identification of a “student.”
9. Any apparel or footwear that would damage school property.
- C. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.
- D. “Gang,” as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. “Pattern of gang activity” means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.
- E. When, in the judgment of the administration, a student’s appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.
- F. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.

G. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

3.0. H. Consequences for Wearing Inappropriate Clothing:

| K-12 | 1 st Offense | 2 nd Offense | 3 rd Offense |
|------|--|---|---|
| | <ul style="list-style-type: none"> Record of Offense T-shirt to cover Student is notified | <ul style="list-style-type: none"> Record of offense Letter home T-shirt to cover or sent home Student is notified | <ul style="list-style-type: none"> Record of Offense Detention as assigned T-shirt to cover or sent home |

3.1. I. After the third offense within one semester, the student behavior will be considered as insubordination. *

* *Insubordination is defined as the act of willfully disobeying an authority figure, or refusing to follow orders.*

4.0. J. I. When situations arise that are not specifically covered in this policy, the building administrator(s) will interpret the situation in light of the spirit and/or intent of this policy.

Legal References:

U. S. Const., amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed.Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)
Policy #427: Harassment and Violence
Policy #506: Student Discipline and Code of Conduct

Approved: June 20, 2002
Reviewed: September 17, 2020
Reviewed: October 1, 2020

**School Board
Minnetonka I.S.D. 276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item X.

**Title: Acceptance of Bids for Reroofing at MHS, MME and MMW
For Summer 2021**

October 1, 2020

EXECUTIVE SUMMARY:

As part of the rolling Long Term Facility Maintenance 10 Year Plan, roofing replacement for sections of the roofs at Minnetonka High School, Minnetonka Middle School East and Minnetonka Middle School West are scheduled for summer 2021 to keep the buildings in a state of good repair.

The project budgets are as follows:

| | |
|-------------------------------|---------------------------|
| Minnetonka High School | Budget Estimate \$340,000 |
| Minnetonka Middle School West | Budget Estimate \$465,000 |
| Minnetonka Middle School East | Budget Estimate \$255,000 |

Bids were opened for all three projects at 10:00 AM Wednesday, September 23, 2020. Bid results were received as follows, with the low bid highlighted in Bold Italic:

| Vendor | MHS | MMW | MME |
|----------------------------------|---------------------|---------------------|---------------------|
| Palmer West Construction | \$269,000.00 | \$398,890.00 | \$222,760.00 |
| Central Roofing Company. | \$290,534.00 | \$451,610.00 | \$211,228.00 |
| Lake Area Roofing & Construction | \$293,370.00 | \$472,759.00 | \$246,854.00 |
| Commercial Roofing & Sheet Metal | \$299,522.00 | \$508,910.00 | \$239,356.00 |
| John A Dalsin & Son | \$305,337.00 | \$488,288.00 | \$230,731.00 |
| B & B Sheet Metal & Roofing | \$308,000.00 | \$557,000.00 | \$233,000.00 |
| McPhillips Brothers Roofing | \$362,000.00 | \$590,000.00 | \$220,000.00 |
| Rosenquist Construction | \$372,000.00 | \$598,400.00 | \$255,500.00 |
| Berwald Roofing | \$393,000.00 | \$571,000.00 | \$248,000.00 |
| BL Dalsin Roofing | No Bid | \$496,491.00 | \$223,428.00 |
| Diverse Construction Services | No Bid | No Bid | \$254,400.00 |

All three low bids are below the budget estimate amount.

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board accept the low bids for reroofing projects at Minnetonka High School, Minnetonka Middle School West, and Minnetonka Middle School East for summer 2021.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the low bid of Palmer West Construction in the amount of \$269,000 for reroofing at Minnetonka High School in summer 2021, and;

BE IT FURTHER RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the low bid of Palmer West Construction in the amount of \$398,890 for reroofing at Minnetonka Middle School West in summer 2021, and;

BE IT FURTHER RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the low bid of Central Roofing Company in the amount of \$211,228 for reroofing at Minnetonka Middle School East in summer 2021.

Submitted by: 
Paul Bourgeois, Executive Director of Finance & Operations

Concurrence: 
Dennis Peterson, Superintendent

**School Board
Minnetonka I.S.D. 276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item XI.

**Title: Acceptance of Bids for Restroom Long-Term Maintenance
At Minnetonka High School for Summer 2021**

October 1, 2020

EXECUTIVE SUMMARY:

As part of the rolling Long Term Facility Maintenance 10 Year Plan, replacement of the original 1996 sinks, partitions, ventilation and tile is scheduled for the West Entrance restrooms at Minnetonka High School.

The budget estimate for the project is \$300,000. Bids were opened at 2:00 PM on Thursday, September 24, 2020. There were thirteen bids submitted, but only two were fully compliant with the full range of the scope of work. Eleven bidders did not include the work required in Addendum Number 2 to the plans and specifications. Addendum Number 2 was posted on September 16, 2020, which is ample time for bidders to evaluate it and include it in their bids. It contained material changes to the scope of ductwork in the project. As a result, the eleven bidders had incomplete bids. Bidding laws require us to award the bid to the lowest bid that complies with the full scope of the project. The results of the bids received are:

| | |
|---------------------------------|-------------------|
| Morcon Construction | \$187,500.00 |
| Schreiber Mullaney Construction | \$187,890.00 |
| CM Construction | Non-compliant bid |
| Dering Pierson Group | Non-compliant bid |
| Donlar Construction | Non-compliant bid |
| JPMI Construction | Non-compliant bid |
| Klar Dig Construction | Non-compliant bid |
| Market Johnson Construction | Non-compliant bid |
| Meisinger Construction | Non-compliant bid |
| Met-Con Construction | Non-compliant bid |
| Parkos Construction | Non-compliant bid |
| Rochon Corporation | Non-compliant bid |
| Welsh Construction | Non-compliant bid |

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board accept the low bid of Morcon Construction in the amount of \$187,500.00 for restroom long-term maintenance at Minnetonka High School in summer 2021.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the low bid of Morcon Construction in the amount of \$187,500.00 for restroom long-term maintenance at Minnetonka High School in summer 2021.

Submitted by: Paul Bourgeois
Paul Bourgeois, Executive Director of Finance & Operations

Concurrence: Dennis L. Peterson
Dennis Peterson, Superintendent

**School Board
Minnetonka I.S.D. 276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item XII.

**Title: Acceptance of Bids for Mechanical System Long-Term
Maintenance at MME and MMW For Summer 2021**

October 1, 2020

EXECUTIVE SUMMARY:

As part of the rolling Long Term Facility Maintenance 10 Year Plan, mechanical system replacement of old components at Minnetonka Middle School East and Minnetonka Middle School West are scheduled for summer 2021 to keep the buildings in a state of good repair.

The project budgets are as follows:

| | |
|-------------------------------|-----------------------------|
| Minnetonka Middle School East | Budget Estimate \$ 370,000 |
| Minnetonka Middle School West | Budget Estimate \$1,240,000 |

Bids were opened for projects at 1:00 PM for MME and 2:00 PM for MMW on Tuesday, September 22, 2020. Bid results were received as follows, with the low bid highlighted in Bold Italic:

| Vendor | MME | MMW |
|--|----------------------------|------------------------------|
| Schreiber Mullaney Construction | No Bid | <i>\$1,053,890.00</i> |
| JPMI Construction Company | No Bid | \$1,256,600.00 |
| Nasseff Mechanical Contractors | <i>\$320,155.00</i> | \$1,157,120.00 |
| Northland Mechanical Contractors, Inc. | \$379,885.00 | \$1,185,791.00 |
| Cool Air Mechanical | \$365,690.00 | \$1,070,900.00 |
| US Mechanical | \$441,800.00 | No Bid |
| Davis Mechanical Systems | \$396,180.00 | No Bid |
| Peterson Sheet Metal, Inc. | \$445,000.00 | \$1,254,000.00 |
| Corval Group | \$512,051.00 | \$1,300,144.00 |

Both low bids are below the budgeted amount in the Long-Term Facilities Maintenance Budget for FY2022.

RECOMMENDATION/FUTURE DIRECTION:

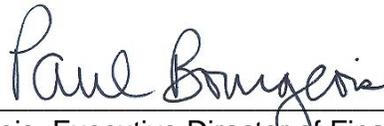
It is recommended that the School Board accept the low bids for summer 2021 mechanical system replacement projects at Minnetonka Middle School East and Minnetonka Middle School West.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the low bid of Nasseff Mechanical Contractors in the amount of \$320,155.00 for mechanical system replacement work in summer 2021 at Minnetonka Middle School East, and;

BE IT FURTHER RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the low bid of Schreiber Mullaney Construction in the amount of \$1,053,890.00 for mechanical system replacement work in summer 2021 at Minnetonka Middle School West.

Submitted by: _____



Paul Bourgeois, Executive Director of Finance & Operations

Concurrence: _____



Dennis Peterson, Superintendent

**School Board
Minnetonka I.S.D. 276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item XIII.

**Title: Acceptance of Bids for Replacement of R-22 HVAC Systems October 1, 2020
At Excelsior Elementary School for Summer 2021**

EXECUTIVE SUMMARY:

As part of the rolling Long Term Facility Maintenance 10 Year Plan, replacement of the 1993 R-22 HVAC mechanical units that supply the 1929-era three-story tower at Excelsior Elementary School is scheduled for Summer 2021.

The budget estimate for the project is \$392,000. Bids were opened at 11:00 AM on Thursday, September 24, 2020.

Bid results were received as follows:

| | |
|--------------------------------|--------------|
| Nasseff Mechanical Contractors | \$328,807.00 |
| Davis Mechanical Systems, Inc. | \$343,000.00 |
| Cool Air Mechanical, Inc. | \$353,100.00 |
| Pioneer Power, Inc. | \$359,300.00 |
| Alliance Mechanical Services | \$395,592.00 |
| Corval Group | \$417,694.00 |
| U S Mechanical, Inc. | \$464,400.00 |

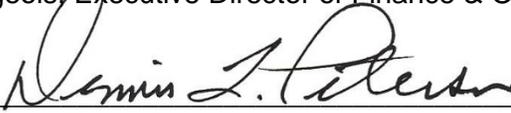
RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board accept the low bid of Nasseff Mechanical Contractors in the amount of \$328,807.00 for replacement of the R-22 HVAC mechanical units a Excelsior Elementary School in summer 2021.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the low bid of Nasseff Mechanical Contractors in the amount of \$328,807.00 for replacement of the R-22 HVAC mechanical units a Excelsior Elementary School in summer 2021.

Submitted by: 
Paul Bourgeois, Executive Director of Finance & Operations

Concurrence: 
Dennis Peterson, Superintendent

**School Board
Minnetonka I.S.D. 276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item XIV.

**Title: Acceptance of Bids for Cabinet Replacement at
Clear Springs Elementary School for Summer 2021**

Date: October 1, 2020

EXECUTIVE SUMMARY:

As part of the rolling Long Term Facility Maintenance 10 Year Plan, replacement of the original 1956 cabinets in eleven rooms at Clear Springs Elementary School is scheduled for Summer 2021.

The budget estimate for the project is \$387,100. Bids were opened at 1:00 PM on Thursday, September 24, 2020. Bid results were received as follows:

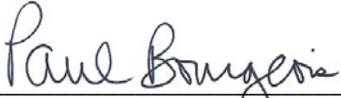
| | |
|---------------------------------|--------------|
| Schreiber Mullaney Construction | \$209,890.00 |
| Klar Dig Construction | \$217,900.00 |
| Construction Results | \$222,440.00 |
| Welsh Construction | \$227,600.00 |
| Donlar Construction | \$229,000.00 |
| Parkos Construction | \$229,800.00 |
| Market Johnson Construction | \$233,379.00 |
| Dering Pierson Group | \$244,900.00 |
| Morcon Construction. | \$251,500.00 |
| Project One Construction | \$251,791.00 |
| CM Construction | \$266,450.00 |

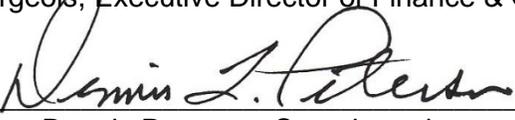
RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board accept the low bid of Schreiber Mullaney Construction in the amount of \$209,890.00 for replacement of cabinets at Clear Springs Elementary School in summer 2021.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the low bid of Schreiber Mullaney Construction in the amount of \$209,890.00 for replacement of cabinets at Clear Springs Elementary School in summer 2021.

Submitted by: 
Paul Bourgeois, Executive Director of Finance & Operations

Concurrence: 
Dennis Peterson, Superintendent

**School Board
Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item XV.

Title: Resolution Pertaining to Consent Agenda

Date: October 1, 2020

OVERVIEW:

The School Board formally adopted the Consent Agenda concept on March 1, 1979. For the Consent Agenda to work efficiently, Board members should call staff prior to the meeting regarding any questions they may have on the following items. If a member wishes to discuss any matter on the Consent Agenda, he/she should request, at the beginning of the meeting, that the item be placed on the regular agenda (during Agenda Item III: Adoption of the Agenda).

The following are the recommendations included within the Consent Agenda for October 1, 2020:

- a. Minutes of September 3 Regular Meeting and September 24 Special Meeting
- b. Study Session Summary of September 17
- c. Payment of Bills
- d. Recommended Personnel Items
- e. Gifts and Donations
- f. Electronic Fund Transfers
- g. Update of Flex Choice Plan Documents
- h. Approval of Revised Action Plan, Resource Guide and Website Relative to Goal 2

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve all recommendations included within the Consent Agenda items.

Submitted by: _____



Dennis L. Peterson, Superintendent

CONSENT

School Board
Minnetonka I.S.D. # 276
5621 County Road 101
Minnetonka, Minnesota

Board Agenda Item XV. c

Title: Payment of Bills

Date: October 1, 2020

OVERVIEW:

Presented for Board approval are the monthly disbursement totals by fund for Minnetonka Public Schools for the month of August 2020.

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the Board approve the disbursements as presented for the month of August 2020.

Submitted by:



**Melissa Hallman
Controller**

Approved by:



**Paul Bourgeois
Executive Director of Finance & Operations**

Concurrence:



**Dennis L. Peterson
Superintendent of Schools**

MINNETONKA DISTRICT #276

TO: Dr. Dennis Peterson
FROM: Melissa Hallman
RE: Payment of Bills – August 2020
Board Meeting Date: October 1, 2020

The following disbursements are submitted for the month of August:

Recommend the payment of bills in the sum of \$11,302,943.23 by check #462199 - #462508 and ACH #202100198 - #202100344, and wire transactions #202000270 - #202000522 as follows:

| August | | |
|--------|-----------------------|-----------------|
| | FUND | |
| 01 | GENERAL FUND | 3,858,942.42 |
| 02 | CHILD NUTRITION | 31,672.24 |
| 03 | PUPIL TRANSPORTATION | 17,298.27 |
| 04 | COMMUNITY SERVICE | 278,606.37 |
| 05 | CAPITAL EXPENDITURE | 1,056,385.41 |
| 07 | DEBT SERVICE FUND | 88,938.75 |
| 08 | TRUST | 11,708.88 |
| 09 | TRUST - FIDUCIARY | 24,934.46 |
| 11 | EXTRA/CO-CURRICULAR | 38,866.09 |
| 12 | ATHLETIC FEE | 5,033.04 |
| 20 | SELF INSURANCE | 100,416.28 |
| 40 | CULTURAL ARTS CENTER | 14,862.90 |
| 41 | DOME OPERATIONS | 6,836.05 |
| 42 | AQUATICS PROGRAM | 21,854.64 |
| 43 | PAGEL CENTER | 43,607.03 |
| 46 | LTFM | 647,941.32 |
| 66 | CAPITAL PROJECTS LEVY | 368,363.17 |
| | | \$ 6,616,267.32 |
| | SALARIES | \$ 2,802,744.18 |
| | TOTAL | \$ 9,419,011.50 |


Melissa Hallman

September 25, 2020
Date

SCHOOL BOARD
MINNETONKA I.S.D. #276
5621 County Rd. 101
Minnetonka, MN
Community Room

Board Agenda Item XV. d.

TITLE: Recommended Personnel Items

DATE: October 1, 2020

BACKGROUND: Under the authorization of district policy, and the terms and conditions of the collective bargaining agreements between the Minnetonka Public Schools and employee groups recognized under Minnesota law, the executive director for human resources makes recommendations for employment, leaves, employee status changes, and resignations or release from contracts.

Those recommendations of a routine nature are attached in summary fashion. This section includes routine changes affecting an employee under the terms and conditions of the collective bargaining agreements, and new hires that occur between board meetings or are scheduled for the future.

State law requires that the School Board formally approve all personnel actions. At the time of hiring, employees are told that the administration formally recommends employment, and that the employment action is finalized only after Board action. On these routine matters, however, the administration may initiate the change prior to formal Board action in order to provide continuity of service to students.

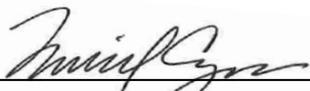
Personnel changes of an exceptional nature requiring the interpretation of other district policies or laws are marked with an asterisk on the summary page, and have a separate explanation. In these cases, the administration does not take action until after Board action.

FUTURE ACTION/RECOMMENDATION:

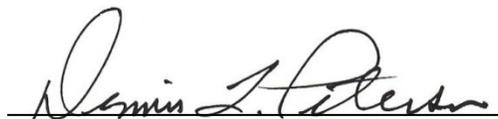
The administration recommends approval of all attached personnel changes.

Submitted by:

Concurrence by:



Dr. Michael Cyrus
Executive Director of Human Resources



Dr. Dennis L. Peterson
Superintendent

RECOMMENDED PERSONNEL ITEMS

I. INSTRUCTION

| APPOINTMENTS | ASSIGNMENT | EFFECTIVE | SALARY |
|---------------------|---|-----------------|-------------|
| BOTTIGER, WENDI | ELEMENTARY FLOAT TEACHER, 1.0 FTE, CS | 9/1/20-6/10/21 | \$60,057 |
| CARLSON, MATTHEW | ART, 1.0 FTE, EXC | 9/1/20-6/10/21 | \$48,767 |
| GRIFFITH, ALEXANDER | LANG ARTS, 0.4 FTE, MMW | 2020-21 | \$17,914.80 |
| GRIFFITH, ALEXANDER | LANG ARTS, 0.4 FTE, MHS | 9/1/20-1/25/21 | \$8,957.40 |
| MCDONALD, KYLE | ART, 0.2 FTE, GR | 2020-21 | \$12,191 |
| MITCHELL, NATHAN | BAND/MUSIC, 1.0 FTE, EXC/GR | 9/8/20-6/10/21 | \$54,146.54 |
| MONTAGUE, TARA | SPECIAL ED, 1.0 FTE, MWTA | 2020-21 | \$78,051 |
| MUNDAHL, KRISTIAN | SOCIAL STUDIES, 0.6 FTE, MMW | 9/14/20-6/10/21 | \$30,509.41 |
| OLESEE, RYAN | SOCIAL STUDIES, 0.6 FTE, MME | 9/21/20-6/10/21 | \$28,149.48 |
| PETERSON, JESSICA | GRADE 5, 1.0 FTE, GR | 9/1/20-6/10/21 | \$49,916 |
| RAIMONDI, NICHOLAS | MUSIC, 1.0 FTE, CS | 9/8/20-6/10/21 | \$46,069 |
| RIPLEY, NATALIE | GRADE 4, 1.0 FTE, EXC | 9/1/20-6/10/21 | \$65,827 |
| TUEMMELE, KATHLEEN | SPEECH LANGUAGE PATHOLOGIST, 0.5 FTE, EXC | 9/23/20-6/10/21 | \$46,275.11 |
| SAVARD, SHARON | MTKA PRESCHOOL, 38-39 HRS/WK, MCEC | 9/1/20-5/28/21 | \$44.39/HR |
| SCHROEDER, VALERIE | GRADE 4, 1.0 FTE, MWTA | 9/1/20-6/10/21 | \$54,660 |
| TERNES, ALLISON | ELEMENTARY FLOAT TEACHER, 1.0 FTE, DH | 9/11/20-6/10/21 | \$44,566.75 |

| RESIGNATIONS | ASSIGNMENT | EFFECTIVE | REASON |
|---------------|--------------------|-----------|------------|
| THORSON, LEAH | MATH, 1.0 FTE, MME | 9/3/20 | RETIREMENT |

| LEAVES | ASSIGNMENT | EFFECTIVE | REASON |
|------------------|--|------------------|------------------------------|
| CAMRUD, HANNAH | ECSE, 1.0 FTE, MCEC | 3/9/21-6/10/21 | CHILD REARING |
| JANICKI, SUMMER | GRADE 3, 1.0 FTE, EXC | 1/4/21-4/23/21 | CHILD REARING |
| JIN, JIEMING | ELEM CHINESE IMMERSION, 1.0 FTE, EXC | 9/1/20-11/27/20 | FFCRA |
| KOHNEN, HEATHER | ELT, 0.5 FTE, CS | 9/15/20-10/6/20 | MEDICAL |
| KRENIK, LAURA | SPECIAL ED, 1.0 FTE, MHS | 9/15/20-9/27/20 | MEDICAL |
| MOLINA, ANNA | GRADE 2 ELEARN TEACHER, 1.0 FTE | 12/17/20-4/2/21 | CHILD REARING |
| REINHILLER, GREG | RESCIND REQUEST FOR 0.2 FTE LEAVE OF ABSENCE | 2020-21 | REINSTATE TO WORKING 1.0 FTE |
| SUN, CUI | ELEM CHINESE IMMERSION, 1.0 FTE, SH | 9/1/20-11/27/20 | FFCRA |
| WATSON, JENNIFER | RSK, 1.0 FTE, MWTA | 9/1/20-10/2/20 | PERSONAL |
| WENTZ, NATHAN | MATH, 1.0 FTE, MHS | 11/16/20-12/7/20 | CHILD REARING |
| WEST, HEATHER | GRADE 1 ELEARN TEACHER, 1.0 FTE | 11/2/20-12/21/20 | CHILD REARING |
| WHITING, KATELYN | MTKA PRESCHOOL, 0.972 FTE, MCEC | 2020-21 | PERSONAL |

| STATUS CHANGES | CURRENT ASSIGNMENT | EFFECTIVE | CHANGE |
|--------------------|--|-----------------|--|
| BERG, DEMI | GRADE 6 SOCIAL STUDIES, 0.8 FTE, MMW | 9/1/20-6/10/21 | ADD: SOCIAL STUDIES, 0.2 FTE, MMW (WORKING 1.0 FTE) |
| BINNING, KARI | ELL, 0.8 FTE, MMW/EXC | 2020-21 | ELL, 0.8 FTE, MMW/GR |
| BURFEIND, MITCH | TECH ED, 1.0 FTE, MHS | 9/1/20-1/25/21 | ADD: TECH ED OVERLOAD, 0.2 FTE, MHS |
| BUTCHERT, AMY | SPECIAL ED, 0.9 FTE, SH | 9/8/20-6/10/21 | ADD: SPEC ED TEMP, 0.1 FTE, SH (WORKING 1.0 FTE) |
| COSSETTE, JOSEPH | SCIENCE, 1.0 FTE, MHS | 1/26/21-6/10/21 | ADD: SCIENCE OVERLOAD, 0.2 FTE, MHS |
| DRYKE, JONATHAN | PHY ED, 0.4 FTE, GR | 9/8/20-6/10/21 | ADD: PHY ED, 0.6 FTE, GR (WORKING 1.0 FTE) |
| EBY, BRAD | TECH ED, 1.0 FTE, MHS | 9/1/20-6/10/21 | ADD: TECH ED OVERLOAD, 0.2 FTE, MHS |
| HANSON, NATALIE | PSYCHOLOGIST/SPEC ED FACILITATOR-ECSE, 0.7 FTE, DIST | 9/9/20-6/8/21 | ADD: PSYCHOLOGIST, 0.3 FTE, DISTRICT (WORKING 1.0 FTE) |
| HEIN-FERRIS, MEGAN | RESERVE TEACHER | 9/17/20-6/10/21 | ELEM FLOAT TEACHER, 0.6 FTE, GR |
| JACOBSON, ANGELA | GRADE 3 SUPPORT TEACHER, 0.75 FTE, GR (IN 19-20) | 9/1/20-6/10/21 | GRADE 1 JOB SHARE, 0.5 FTE, GR |
| KLAERS, AMY | KINDERGARTEN/GR. 5 SUPPT, 0.65 FTE, MWTA (IN 19-20) | 9/8/20-6/10/21 | ELEM FLOAT TEACHER, 0.4 FTE, GR |
| KOHNEN, STEVEN | CLASS C NAVIGATOR PARA, 20 HRS/WK, SH | 9/1/20-6/10/21 | ELEM FLOAT TEACHER, 1.0 FTE, SH |
| | CLASS A LR/PG PARA, 10 HRSWK, SH | | |
| | CLASS C TRAFFIC PARA, 4.16 HRS/WK, SH | | |
| LARSEN, CURTIS | SPANISH IMM SOCIAL STUDIES, 1.0 FTE, MMW | 9/1/20-11/13/20 | ADD: SPANISH IMM OVERLOAD, 0.2 FTE, MMW |
| LARSON, OLIVIA | PARA SUB | 9/1/20-6/10/21 | ELEM FLOAT TEACHER, 1.0 FTE, MWTA |
| LEHMANN, TALIA | PSYCHOLOGIST, 1.0 FTE, CS/MMW | 2020-21 | PSYCHOLOGIST, 1.0 FTE, CS |

| | | | |
|--|--|--|--|
| MARKS, REBECCA MARSH, MONICA NORBY, JANIE O'KANE, KATHERINE PILOSI, KATHLEEN REDFERN, ANNE REINHILLER, GREG RICKENBACH, CATHERINE | RESERVE TEACHER WILSON READING/TITLE ONE, 0.61 FTE, CS RESERVE TEACHER RESERVE TEACHER RESERVE TEACHER READING/WILSON, 0.2 FTE, GR SCIENCE, 0.8 FTE, MME (WITH 0.2 FTE LOA) ELT, 0.685 FTE, SH RTI, 0.315 FTE, SH (10/5/20-5/14/21) ECFE TEACHER, 0.4802 FTE, MCEC TITLE ONE, 0.2 FTE, CS (9/1/20-5/28/21) TITLE ONE, 0.6 FTE, EXC (9/1/20-5/28/21) TOSA-ASSMT TEACHER, 0.2 FTE, EXC (FULL YEAR) | 9/8/20-6/10/21 9/9/20-5/28/21 9/8/20-6/10/21 9/1/20-6/10/21 9/1/20-6/10/21 9/21/20-6/10/21 2020-21 9/1/20-6/10/21 | ART, 0.2 FTE, MHS ADD: TITLE ONE, 0.2 FTE, CS (WORKING 0.81 FTE) GRADE 1 ELEARN TEACHER, 1.0 FTE GRADE 1 JOB SHARE, 0.5 FTE, GR ELEM FLOAT TEACHER, 1.0 FTE, EXC ADD: READING/WILSON, 0.1 FTE, GR SCIENCE, 1.0 FTE, MME (NO LOA) ELT, 1.0 FTE, SH |
| RIDGWAY, SARAH STAUNTON, JENNA | ECFE TEACHER, 0.4802 FTE, MCEC TITLE ONE, 0.2 FTE, CS (9/1/20-5/28/21) TITLE ONE, 0.6 FTE, EXC (9/1/20-5/28/21) TOSA-ASSMT TEACHER, 0.2 FTE, EXC (FULL YEAR) HEALTH, 1.0 FTE, MHS RESERVE TEACHER | 2020-21 2020-21 | ECFE TEACHER, 0.2927 FTE, MCEC TITLE ONE, 0.6 FTE, EXC (9/1/20-5/28/21) TOSA-ASSMT TEACHER, 0.2 FTE, EXC (FULL YEAR) TOSA-ASSMT TEACHER, 0.2 FTE, EXC (FULL YEAR) ADD: TOSA-BUILDING SUPPT, 0.2 FTE (GR. 4-5 AT MHS) |
| STEPHAN, JOSH TALMO, MELISSA VITZTUM-KOMANECKI, JOANN WILLIAMS, JESSICCA WOLFE, SUSAN ZARUBA, THOMAS | PSYCHOLOGIST, 0.5 FTE, GR CLASS D SPEC ED PARA, 6.5 HRS/DAY, MWTA (IN 19-20) PHY ED, 0.9 FTE, MME SCIENCE, 1.0 FTE, MHS | 9/1/20-1/25/21 9/24/20-6/10/21 9/9/20-6/8/21 9/1/20-6/10/21 9/21/20-6/10/21 9/1/20-1/25/21 | ADD: PSYCHOLOGIST, 0.2 FTE, DISTRICT (WORKING 0.7 FTE) ELT/RTI TEACHER, 1.0 FTE, SH ADD: PHY ED TEMPORARY, 0.1 FTE, MME ADD: SCIENCE OVERLOAD, 0.2 FTE, MHS |

II. BUSINESS AND OTHER NON-INSTRUCTIONAL SERVICES

| APPOINTMENTS | ASSIGNMENT | EFFECTIVE | SALARY |
|----------------------------|--|-----------|-------------------|
| ABSHIR, AHMED | CLASS C CLRM PARA, 6.75 HRS/DAY, MWTA | 9/9/20 | \$20.13/HR |
| AHMED, ZUBAIDA | CLASS C CLRM PARA, 6.75 HRS/DAY, SH | 9/10/20 | \$20.78/HR |
| ALJABARI, NOOR | CLASS C BEHAVIOR PARA, 6.75 HRS/DAY, GR | 9/9/20 | \$20.13/HR |
| ALLEN, JENNIFER | CLASS C CLRM PARA, 6.75 HRS/DAY, DH | 9/8/20 | \$20.78/HR |
| ALTIERI, GINA | CLASS C CLSRM PARA, 6.75 HRS/DAY, MWTA | 9/14/20 | \$18.43/HR |
| AUER, NATALIE | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, CS | 9/2/20 | \$20.78/HR |
| BARTHELEMY, TYLER | CLASS B HALL PARA, 7.5 HRS/DAY, MHS | 9/21/20 | \$17.45/HR |
| BEADLES, MEGAN | CLASS C CLSRM PARA, 6.75 HRS/DAY, GR | 9/8/20 | \$20.13/HR |
| BERCHILD, MEGAN | CLASS C CLRM PARA, 6.75 HRS/DAY, GR | 9/3/20 | \$20.78/HR |
| BISBEE, HEIDI | CLASS C CLRM PARA, 6.75 HRS/DAY, DH | 9/2/20 | \$20.78/HR |
| BOOLCHANDANI, JINAE | LEVEL IV OFFICE ASST FOR TESTING, 8 HRS/DAY, MHS | 9/8/20 | \$23.04/HR |
| BRUA, XIANG | CLASS C CHINESE IMM CLRM PARA, 6.75 HRS/DAY, SH | 9/2/20 | \$20.78/HR |
| CHEN, AVA | SWIM INSTRUCTOR, 15 HRS/WK, AQUATICS | 8/20/20 | \$12.00/HR |
| CORNELL, AUBREY | CLASS A LR/PG PARA, 3 HRS/DAY, MWTA | 9/8/20 | \$16.51/HR |
| CRUZ VALLEJO VALERO, MARIA | CLASS C SPANISH IMM CLSRM PARA, 6.75 HRS/DAY, MWTA | 9/9/20 | \$20.78/HR |
| DANIELSON, DAWN | CLASS D SPECIAL ED PARA, 5.5 HRS/DAY, EXC | 9/2/20 | \$18.68/HR |
| DECARLI, JOELLE | CLASS A LR/PG PARA, 3 HRS/DAY, DH | 9/10/20 | \$16.51/HR |
| ELFERING, NICOLE | CLASS C CLRM PARA, 6.75 HRS/DAY, MWTA | 9/8/20 | \$19.41/HR |
| ESPINEL, PATRICIA | CLASS A LR/PG PARA, 4 HRS/DAY, CS | 9/14/20 | \$16.51/HR |
| FIDGEON, KELLY | CLASS C CLRM PARA, 6.75 HRS/DAY, CS | 9/2/20 | \$18.43/HR |
| FILIPEK, MEGHAN | CLASS D SPECIAL ED PARA, 6.75 HRS/DAY, CS | 9/8/20 | \$21.03/HR |
| FISKE, SIDNE | EXPLORERS CLUB PRGM ASST, 17 HRS/WK, DH | 9/18/20 | \$14.65/HR |
| FUNDERBURK, JULIE | CLASS C CLRM PARA, 7 HRS/DAY, EXC | 9/10/20 | \$20.78/HR |
| GAARD, JENNIFER | CLASS A LR/PG PARA, 3 HRS/DAY, DH | 9/2/20 | \$17.42/HR |
| GABOS, PAULINA | CLASS C CLRM PARA, 3 HRS/DAY, GR | 9/18/20 | \$20.78/HR |
| GILLARD, CHRISTINA | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, GR | 9/3/20 | \$18.43/HR |
| GONZALEZ BURELO, MIRNA | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, DH | 9/8/20 | \$20.78/HR |
| GOTTA, LETICIA | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, DH | 9/8/20 | \$18.43/HR |
| GRANDSTRAND, MEGAN | CLASS C CLRM PARA, 6.75 HRS/DAY, CS | 9/2/20 | \$19.41/HR |
| GRILL, ERIN | CLASS C CHINESE IMM CLRM PARA, 6.75 HRS/DAY, SH | 9/2/20 | \$20.78/HR |
| HAUSLADEN, ELIZABETH | FACILITIES SUPVR, 1 HR/DAY, AQUATICS | 9/14/20 | \$17.12/HR |
| HAZEN, AMY | CLASS C CLRM PARA, 6.75 HRS/DAY, GR | 9/8/20 | \$18.43/HR |
| HEBZYNSKI, MOLLY | MINNETONKA SWIM CLUB HEAD DEVELOPMENTAL COACH, 1.0 FTE, AQUATICS | 9/4/20 | \$36,000 ANNUALLY |
| HELMKEN, KAY | CLASS C CLRM PARA, 7 HRS/DAY, EXC | 9/2/20 | \$20.78/HR |
| HUNTER, REBECCA | CLASS C CLRM PARA, 6.75 HRS/DAY, SH | 9/14/20 | \$20.78/HR |
| JOHNSON, STEVEN | CLASS C CLRM PARA, 6.75 HRS/DAY, CS | 9/2/20 | \$20.78/HR |
| KILIAN, KRISTINE | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, DH | 9/8/20 | \$20.78/HR |
| KOHEN, KATIE | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, MWTA | 9/2/20 | \$20.78/HR |

| | | | |
|--------------------------|--|---------|------------|
| KRESLINS-COMPTON, ANJALI | CLASS B SUPVRY PARA, 6.5 HRS/DAY, MME | 9/21/20 | \$19.65/HR |
| KURTH ELBERT, ANGELA | CLASS C CLSRM PARA, 6.75 HRS/DAY, GR | 9/3/20 | \$20.78/HR |
| LARSON, DANIEL | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, GR | 9/2/20 | \$19.41/HR |
| LASOTA, JENNIFER | CLASS B SUPVRY PARA, 7 HRS/DAY, MME | 9/10/20 | \$17.45/HR |
| LEMON, STEPHANIE | CLASS D SPECIAL ED PARA, 6.75 HRS/DAY, CS | 9/21/20 | \$21.03/HR |
| LIND PRICE, JENNIFER | CLASS C SPANISH IMM CLSRM PARA, 6.75 HRS/DAY, GR | 9/8/20 | \$19.41/HR |
| LUU, VIVIANA | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, DH | 9/7/20 | \$20.78/HR |
| MACIAS, JAIME | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, MWTA | 9/3/20 | \$20.78/HR |
| MAXWELL, TERRY | CLASS C CLRM PARA, 6.75 HRS/DAY, CS | 9/2/20 | \$20.78/HR |
| MCCARTHY, DEBORAH | CLASS C CLRM PARA, 6.75 HRS/DAY, GR | 9/8/20 | \$20.78/HR |
| MCLOONE, PATRICK | CLASS C CLRM PARA, 6.75 HRS/DAY, GR | 9/21/20 | \$18.43/HR |
| MEKONNEN, HANA | CLASS D SPECIAL ED PARA, 6 HRS/DAY, EXC | 9/2/20 | \$21.03/HR |
| MELSNES, HEATHER | CLASS C CLSRM PARA, 6.75 HRS/DAY, MWTA | 9/3/20 | \$19.41/HR |
| MESSING, ALISA | CLASS C CLRM PARA, 6 HRS/DAY, CS | 9/9/20 | \$18.43/HR |
| MILLS, DONTENZ | CLASS B STUDENT SUPVRY PARA, 6.5 HRS/DAY, MME | 9/14/20 | \$19.65/HR |
| MORACHA, JEANELL | CLASS A LR/PG PARA, 2.25 HRS/DAY, GR | 9/11/20 | \$16.51/HR |
| MORRISON, CHELSEA | CLASS C CLRM PARA, 6.75 HRS/DAY, SH | 9/3/20 | \$20.13/HR |
| MURRAY, ABIGAIL | CLASS D SPECIAL ED PARA, 6.5 HRS/DAY, GR | 9/2/20 | \$21.03/HR |
| NODSLE, AMY | CLASS C CLRM PARA, 7 HRS/DAY, EXC | 9/2/20 | \$19.41/HR |
| OSTFIELD, TAFAT | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, DH | 9/2/20 | \$20.78/HR |
| PAN, YUE | CLASS C CHINESE IMM CLRM PARA, 6.75 HRS/DAY, SH | 9/22/20 | \$20.78/HR |
| PENNALA, JONI | CLASS C CLRM PARA, 6.75 HRS/DAY, MWTA | 9/10/20 | \$19.41/HR |
| PETERS, MADISON | CLASS C CLRM PARA, 6.75 HRS/DAY, CS | 9/2/20 | \$19.41/HR |
| RAINER, ELLEN | CLASS C CLRM PARA, 6.75 HRS/DAY, CS | 9/2/20 | \$20.78/HR |
| RANALLO, TERESA | CLASS A LR/PG PARA, 2.25 HRS/DAY, GR | 9/16/20 | \$16.51/HR |
| RIEDEL, LAUREN | CLASS C SPANISH IMM CLSRM PARA, 6.75 HRS/DAY, MWTA | 9/3/20 | \$19.41/HR |
| RIPLEY, KELLY | LEVEL III SPECIAL ED OFFICE ASST, 5 HRS/DAY, MME | 9/2/20 | \$22.16/HR |
| ROBINSON, JULIA | CLASS C CLRM PARA, 6.75 HRS/DAY, MWTA | 9/9/20 | \$20.13/HR |
| ROSE, AMY | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, CS | 9/2/20 | \$20.78/HR |
| SCHMIDT, APRIL | CLASS C CLRM PARA, 6.75 HRS/DAY, GR | 9/2/20 | \$18.43/HR |
| SIPPEL, KIM | CLASS A LR/PG SUPVRY PARA, 7.1 HRS/DAY, MWTA | 9/8/20 | \$18.62/HR |
| SO, TUNG YING BONNIE | CLASS C CHINESE IMM CLRM PARA, 7 HRS/DAY, EXC | 9/2/20 | \$20.78/HR |
| SOETANTO, AUDREY | SWIM INSTRUCTOR, 10 HRS/WK, AQUATICS | 9/10/20 | \$12.00/HR |
| SMITH, DAWN | CLASS B SUPVRY PARA, 7.25 HRS/DAY, MMW | 9/8/20 | \$18.34/HR |
| TENHOFF, LISA | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, CS | 9/2/20 | \$20.78/HR |
| TOLLERS, TIFFANY | CLASS C CLRM PARA, 6.75 HRS/DAY, SH | 9/2/20 | \$20.78/HR |
| TOPKA, PATRICIA MICHELE | CLASS A LR/PG PARA, 3 HRS/DAY, DH | 9/3/20 | \$16.51/HR |
| ULETT, RYLIE | SWIM INSTRUCTOR, 10 HRS/WK, AQUATICS | 9/10/20 | \$12.00/HR |
| VARNER, TRACEY | CLASS C CLRM PARA, 6.75 HRS/DAY, GR | 9/8/20 | \$20.78/HR |
| VASSALLO, JAMIE | CLASS C CLRM PARA, 6.75 HRS/DAY, CS | 9/2/20 | \$20.13/HR |
| VIELGUTH, PABLO | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, CS | 9/2/20 | \$18.43/HR |
| WABBE, HANNA | CLASS C CLRM PARA, 7 HRS/DAY, EXC | 9/2/20 | \$20.78/HR |
| WARE, GINA | CLASS A LR/PG & SUPVRY PARA, 6.75 HRS/DAY, MWTA | 9/21/20 | \$16.51/HR |
| WENKUS, JULIE | CLASS A LR/PG & SUPVRY PARA, 3 HRS/DAY, MWTA | 9/11/20 | \$16.51/HR |
| WEST, AVA | SWIM INSTRUCTOR, 10 HRS/WK, AQUATICS | 9/14/20 | \$12.00/HR |
| WHEELER, QUINCI | SWIM INSTRUCTOR, 10 HRS/WK, AQUATICS | 9/10/20 | \$12.00/HR |
| WILLIAMS, ABIGAIL | CLASS C CLSRM PARA, 6.75 HRS/DAY, GR | 9/2/20 | \$18.43/HR |
| WITHERS, GERALD | CLASS C CLRM PARA, 6.75 HRS/DAY, CS | 9/1/20 | \$19.41/HR |
| ZHENG, CHOLAN | CLASS C CHINESE IMM CLRM PARA, 6.75 HRS/DAY, SH | 9/14/20 | \$19.41/HR |
| ZHENG, RONG | CLASS C CHINESE IMM CLRM PARA, 6.75 HRS/DAY, SH | 9/2/20 | \$18.43/HR |

| RESIGNATIONS | ASSIGNMENT | EFFECTIVE | REASON |
|---------------------|---|-----------|-------------|
| ALLEN, CATHY | CLASS D SPECIAL ED PARA, 6.5 HRS/DAY, MHS | 10/23/20 | RETIREMENT |
| ALLEN, ROBERT | CLASS D SPECIAL ED PARA, 6.5 HRS/DAY, MHS | 10/23/20 | RETIREMENT |
| BOBERG, CHRISTINE | CLASS A LR/PG PARA, 3 HRS/DAY, CS | 9/3/20 | RESIGNATION |
| BROMME, PAM | CLASS A LR/PG PARA, 2 HRS/DAY, SH | 8/29/20 | RESIGNATION |
| DRURY, JACALYN | CLASS D ELL PARA, 5 HRS/DAY, MME/MMW | 9/1/20 | RESIGNATION |
| DYE, LINDEN | EXPLORERS CLUB PRGM ASST, 16 HRS/WK, MCEC | 9/18/20 | RESIGNATION |
| FRASER, KAYLA ASAIA | CLASS D SPECIAL ED PARA, 6 HRS/DAY, MHS | 8/31/20 | RESIGNATION |
| HALLMAN, MELISSA | CONTROLLER, 1.0 FTE, DSC | 11/20/20 | RETIREMENT |

| | | | |
|---------------------|--|---------|-------------|
| HUDGENS, KERRY | CLASS A LR/PG PARA, 2.75 HRS/DAY, MWTA | 8/26/20 | RESIGNATION |
| JERDE, JESSICA | EXPLORERS CLUB JR LEAD INSTRUCTOR, 35 HRS/WK, MCEC | 8/24/20 | RESIGNATION |
| JETTENBERGER, DORIS | CLASS D SPECIAL ED PARA, 6 HRS/DAY, TPLUS | 9/17/20 | RESIGNATION |
| KLETCHER, SARAH | EXPLORERS CLUB LEAD JR INSTRUCTOR, 35 HRS/WK, MCEC | 8/31/20 | RESIGNATION |
| LARSEN, KATHRYN | LEVEL III RECEPTIONISH/COMMUNICATIONS OFFICE ASST, 8 HRS/DAY, DSC | 10/2/20 | RETIREMENT |
| MCDERMOTT, LILY | EXPLORERS CLUB LEAD JR INSTRUCTOR, 35 HRS/WK, MCEC | 9/25/20 | RESIGNATION |
| PUDWILL, GARY | CLASS A LR/PG PARA, 3 HRS/DAY, MWTA | 9/3/20 | RESIGNATION |
| RYAN, SUSAN | LEVEL III OFFICE ASST FOR EARLY CHILDHOOD SCREENING, 20 HRS/WK, MCEC | 9/16/20 | RESIGNATION |
| SANDERSON, MEGHAN | EXPLORERS CLUB PRGM LEADER, 25 HRS/WK, CS | 9/3/20 | RESIGNATION |
| SKOOG, JODI | CLASS D SPECIAL ED PARA, 6.5 HRS/DAY, EXC | 10/2/20 | RESIGNATION |
| WAHL, JEFF | CLASS A LR/PG PARA, 3 HRS/DAY, CS | 9/3/20 | RESIGNATION |
| WEBER, CAROL | CLASS B SUPVRY PARA, 7.5 HRS/DAY, MMW | 9/15/20 | RESIGNATION |
| ZINS, BIANCA | CLASS B HALL PARA, 7 HRS/DAY, MHS | 8/30/20 | RESIGNATION |

| LEAVES | ASSIGNMENT | EFFECTIVE | REASON |
|---|---|--|--|
| ANDRICAN, MOLLY CONLEY, KEELAN | CLASS D SPECIAL ED PARA, 6.5 HRS/DAY, SH CLASS B SUPVRY PARA, 5 HRS/DAY, MME CLASS D SPECIAL ED PARA, 3 HRS/DAY, MME | 2020-21 9/2/20 X 12 WEEKS | PERSONAL FFCRA |
| DUBOIS, SUSAN ERHARD, NANCY GEHRKE, BECKY HANDAHL, ASHLEY HEDTKE, NIKKI KENNEDY, ASHLEY MARONEY, JULIE MUELLER-SORTO, GREYSI | COOK HELPER, 12 HRS/WK, MHS CLASS A LR/PG PARA, 3.25 HRS/DAY, MWTA COOK HELPER, 12 HRS/WK, MHS COORD OF PAYROLL, 1.0 FTE, DSC EXPLORERS CLUB PRGM LEADER, 30 HRS/WK, MWTA CLASS D SPECIAL ED PARA, 3 HRS/DAY, MWTA LEVEL III STUD SUPPT SRVCS OFFICE ASST, 32.5 HRS/WK, DSC CLASS C SPANISH IMM KINDER PARA, 4 HRS/DAY, GR CLASS D SPECIAL ED PARA, 2 HRS/DAY, GR | 2020-21 2020-21 2020-21 11/15/20-2/12/21 9/3/20-6/30/214 2020-21 9/8/20 X 12 WEEKS 9/1/20-1/22/21 | PERSONAL PERSONAL PERSONAL CHILD REARING PERSONAL PERSONAL FFCRA PERSONAL |
| OLSSON, RENEE PAN, LIHUA VALDEZ PONCE DE LEON, KARINA | CLASS C KINDER PARA, 6.5 HRS/DAY, CS CLASS C CHINESE IMM CLRM PARA, 6.5 HRS/DAY, SH CLASS C SPANISH IMM KINDER PARA, 4 HRS/DAY, GR | 2020-21 2020-21 2020-21 | PERSONAL PERSONAL PERSONAL |

| STATUS CHANGES | CURRENT ASSIGNMENT | EFFECTIVE | CHANGE |
|---|---|---|--|
| BATES, LUCAS BAUER, BARBARA | LAYOFF STATUS FROM EXPLORERS CLUB CLASS C ADVANCE LRNG II PARA, 14 HRS/WK, GR CLASS C KINDER PARA, 17.5 HRS/WK, GR | 9/1/20 2020-21 | EXPLORERS CLUB ASST SITE SUPVR, 40 HRS/WK, GR CLASS C ADVANCE LRNG II PARA, 14 HRS/WK, GR |
| CARTER, TRISTAN COLVILLE, KATHLEEN CRANDELL, KATHRYN DOUGHTY, LANA DUSTRUD, KRISTINA ELLINGSON, HAYLEY HALL, JAN HANSON, CHRISTINE HARRINGTON, HANNAH HOUSE, MEGHAN HUM, MARGARET ILLICH, MACY IMPOLA, YUEN JENNY JOHNSON, EMILIA JOHNSON, MARISSA KEESE, KRISTIN LEHMAN, SIMON LEVAHN, KIMBERLY | CLASS D SWIMMING/PHY ED PARA, 32.5 HRS/WK, MME CLASS E HEALTH PARA, 30 HRS/WK, CS PARA SUB COOK HELPER LAYOFF STATUS PARA SUB EXPLORERS CLUB PRGM LEAD, 6.75 HRS/DAY, EXC PARA SUB LAYOFF STATUS FROM EXPLORERS CLUB LEVEL III EXPLORERS CLUB OFFICE ASST, 17-25 HRS/WK, MCEC CLASS E HEALTH PARA, 7.5 HRS/WK, CS CLASS D SPECIAL ED PARA, 6.5 HRS/DAY, CS EXPLORERS CLUB PRGM LEAD, 6.5 HRS/DAY, CS PARA SUB CLASS D ESY SPECIAL ED PARA, CS PARA SUB CLASS A LR/PG PARA, 6 HRS/WK, GR EXPLORERS CLUB PRGM ASST, 17.5 HRS/WK, GR PARA SUB | 2020-21 2020-21 9/2/20 9/15/20 2020-21 9/2/20 2020-21 9/1/20 9/28/20 2020-21 2020-21 9/2/20 2020-21 2020-21 2020-21 2020-21 2020-21 2020-21 2020-21 2020-21 2020-21 | CLASS D SPEC ED PARA, 15 HRS/WK, MME CLASS B SUPVRY PARA, 13.25 HRS/WK, MME CLASS E HEALTH PARA, 37.5 HRS/WK, CS CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, MWTA COOK HELPER, 12 HRS/WK, MHS CLASS C CLRM PARA, 6.75 HRS/DAY, MWTA CLASS C CLRM PARA, 7 HRS/DAY, EXC CLASS C CLRM PARA, 6.75 HRS/DAY, EXC EXPLORERS CLUB PRGM ASST, 20 HRS/WK, MWTA LEVEL IV OFFICE ASST FOR ADMIN & SSS, 8 HRS/DAY, MHS CLASS E HEALTH PARA, 35 HRS/WK, MMW CLASS D SPECIAL ED PARA, 6.5 HRS/DAY, GR CLASS C CLRM PARA, 6.75 HRS/DAY, CS CLASS C CHINESE IMM CLRM PARA, 6.75 HRS/DAY, SH CLASS D SPECIAL ED PARA, 4 HRS/DAY, SH CLASS A LR/PG PARA, 3 HRS/DAY, MWTA CLASS C CLRM PARA, 6.75 HRS/DAY, GR ADD: CLASS A LR/PG PARA, 2.25 HRS/WK, GR CLASS D SPECIAL ED PARA, 6.5 HRS/DAY, GR |

| | | | |
|--------------------------|--|---------|---|
| MARTINSON, HOLLY | EXPLORERS CLUB PRGM LEAD, 6.75 HRS/DAY, CS | 9/2/20 | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, CS |
| NELSON, DONNA | LAYOFF STATUS FROM NUTRITION SERVICES | 9/21/20 | CLASS A LR/PG & SUPVRY PARA, 3.25 HRS/DAY, MWTA |
| NHUL, ELIZABETH | EXPLORERS CLUB PRGM LEAD, 25 HRS/WK, GR | 2020-21 | ADD: CLASS A LR/PG PARA, 2.25 HRS/WK, GR |
| O'CALLAGHAN-COLE, DENISE | PARA SUB | 9/23/20 | CLASS A LR/PG & SUPVRY PARA, 3.25 HRS/DAY, EXC |
| OLSON, REBECCA | CLASS B ECFE PARA, 16.75 HRS/WK, MCEC | 9/10/20 | CLASS A LR/PG PARA, 4 HRS/DAY, CS |
| OLSON, SANDRA | EXPLORERS CLUB PRGM LEAD, 30 HRS/WK, CS | 9/2/20 | CLASS C CLRM PARA, 7 HRS/DAY, EXC |
| POTAS, ANGELA | CLASS C KINDER CLRM PARA, 3 HRS/DAY, DH | 2020-21 | CLASS C CLRM PARA, 3 HRS/DAY, GR |
| RAINER, JEROME | EXPLORERS CLUB BEHAVIOR ASST, 6 HRS/DAY, CS | 9/2/20 | CLASS D SPECIAL ED PARA, 6.75 HRS/DAY, CS |
| SCHLUETER, JENNIFER | CLASS D SPECIAL ED PARA, 6.5 HRS/DAY, T PLUS | 2020-21 | CLASS C CLRM PARA, 7 HRS/DAY, EXC |
| SEIBERT, CATHERINE | PARA SUB | 2020-21 | CLASS C CLRM PARA, 6.75 HRS/DAY, GR |
| SHANDLEY, BETH | CLASS D SPECIAL ED PARA, 6.5 HRS/DAY, T PLUS | 2020-21 | CLASS D SPECIAL ED PARA, 6.5 HRS/DAY, EXC |
| SUNDEM, KARLA | LEVEL III MARKETING SUPPT OFFICE ASST, 20 HRS/WK, MCEC | 9/10/20 | LEVEL III EARLY CHILDHOOD SCREEN OFFICE ASST, 20 HRS/WK, MCEC |
| SVIHEL, ELIZABETH | PARA SUB | 9/16/20 | CLASS A LR/PG & SUPVRY PARA, 5 HRS/DAY, CS |
| WALLENTINE-HALE, DEEANN | COOK HELPER, 4 HRS/DAY, DH | 2020-21 | CLASS C SPANISH IMM CLRM PARA, 6.75 HRS/DAY, DH |
| WEIGEL, SANDRA | PARA SUB | 2020-21 | CLASS D SPECIAL ED PARA, 6.5 HRS/DAY, DH |
| WOLFF, JACQUELINE | PARA SUB | 2020-21 | CLASS C CLRM PARA, 6.75 HRS/DAY, GR |
| XU, QIAN | CLASS C CHINESE IMM KINDER PARA, 6.75 HRS/DAY, EXC | 9/10/20 | CLASS C CHINESE IMM CLRM PARA, 7 HRS/DAY, MMW |
| ZENG, LINA | CLASS C CHINESE IMM KINDER PARA, 3 HRS/DAY, EXC | 2020-21 | CLASS C CHINESE IMM KINDER PARA, 6.75 HRS/DAY, EXC |

III. IN-DISTRICT APPOINTMENTS

| APPOINTMENT | ASSIGNMENT | BUILDING | EFFECTIVE | \$3,239 |
|----------------------|--|----------|------------------|------------|
| ANDRUSKIEWICZ, TONYA | GIRLS CROSS COUNTRY RUNNING ASST COACH | MHS | 8/17/20-10/24/20 | \$3,706 |
| ARPS, BETH | GIRLS TENNIS ASST COACH | MHS | 9/1/20-10/17/20 | \$2,316.25 |
| BARRETT, KAITLYN | MARCHING BAND COLOR GUARD ADVISOR | MHS | 9/20-10/20 | \$2,396 |
| BATTERMAN, KATHRYN | DECA ASST ADVISOR | MHS | 2020-21 | \$2,396 |
| BAUMER, ALYSSA | LEGACY 2024 CO-ADVISOR | MHS | 2020-21 | \$500 |
| BECKER, MEGHAN | CROSS COUNTRY RUNNING CO-COACH | MMW | 9/8/20-10/30/20 | \$2,064.05 |
| BENSON, KATHRYN | DECA ASST ADVISOR | MHS | 2020-21 | \$2,396 |
| BOYUM, TRENT | DRAMA MUSICAL DIRECTOR-FALL | MHS | 9/20-10/20 | \$6,220 |
| BURFEIND, MITCH | SUPERMILEAGE ADVISOR | MHS | 2020-21 | \$4,423 |
| CHARLSON, CRAIG | GIRLS SWIM AND DIVE HEAD COACH | MHS | 8/17/20-10/31/20 | \$6,307 |
| COSSETTE, JOE | ACADEMIC ANCHORS CO-ADVISOR | MHS | 2020-21 | \$500 |
| COSSETTE, JOE | SCIENCE OLYMPIAD ADVISOR | MHS | 10/20-3/21 | \$656 |
| DIEKEMPER, KELLY | STUDENT GOVERNMENT HEAD ADVISOR | MME | 2020-21 | \$3,594 |
| DOW, MARGARET | LEGACY 2022 CO-ADVISOR | MHS | 2020-21 | \$500 |
| EATON, SAM | GIRLS SOCCER ASST COACH | MHS | 8/17/20-10/24/20 | \$4,375 |
| EICHLER, ELIZABETH | LEGACY 2023 CO-ADVISOR | MHS | 2020-21 | \$500 |
| EISENMANN, DAVE | CROSS COUNTRY RUNNING ASST COACH | MMW | 9/8/20-10/30/20 | \$2,678.34 |
| FENNER, CLINTON | GIRLS TENNIS ASST COACH | MMW | 9/8/20-10/30/20 | \$2,430 |
| GEHRMANN, KRISTINE | GIRLS CROSS COUNTY RUNNING ASST COACH | MHS | 8/17/20-10/24/20 | \$2,291.40 |
| GOMER, CONNOR | LEGACY 2024 CO-ADVISOR | MHS | 2020-21 | \$500 |
| GRANT, MARLENE | GIRLS SWIM AND DIVE ASST COAHC | MHS | 8/17/20-10/31/20 | \$3,000 |
| GUTIERREZ, SARAH | CROSS COUNTRY RUNNING CO-COACH | MMW | 9/8/20-10/30/20 | \$2,064.05 |
| HANSON, BAILEY | YEARBOOK ADVISOR | MMW | 2020-21 | \$2,516 |
| HARLEY, CLAIRE | MODEL UN ADVISOR | MHS | 9/20-3/21 | \$3,225 |
| HELSETH, ANNE | ACT COORDINATOR | MHS | 2020-21 | \$4,000 |
| HILGEMANN, CHRISTIAN | DEBATE TEAM ASST ADVISOR | MHS | 9/20-1/21 | \$2,396 |
| HOEFT, CARSON | BOYS CROSS COUNTRY RUNNING HEAD COACH | MME | 9/8/20-10/23/20 | \$3,318 |

| | | | | |
|----------------------|--|------|------------------|------------|
| HOPKINS, JEFF | GIRLS SOCCER HEAD COACH | MHS | 8/17/20-10/24/20 | \$6,307 |
| IKOLA, TESSA | YEARBOOK ADVISOR | MHS | 2020-21 | \$4,193 |
| JOHNSON, ALEX | BOYS SOCCER ASST COACH | MHS | 8/17/20-10/24/20 | \$4,605 |
| JOHNSON, ALEX | NATIONAL HONOR SOCIETY ADVISOR | MHS | 2020-21 | \$4,423 |
| JOHNSON, EMILIA | GIRLS SOCCER ASST COACH | MHS | 9/3/20-10/31/20 | \$3,828 |
| KOKESH, TIM | GIRLS TENNIS ASST COACH | MME | 9/8/20-10/23/20 | \$2,546 |
| KRENIK, LAURA | GIRLS TENNIS ASST COACH | MHS | 8/17/20-9/4/20 | \$1,476 |
| KUZARA, MAX | BOYS CROSS COUNTRY RUNNING ASST COACH | MHS | 8/17/20-10/24/20 | \$1,910 |
| KYLLO BECHER, SARAH | GIRLS TENNIS ASST COACH | MMW | 9/8/20-10/30/20 | \$2,316 |
| LARSEN, CARLEY | NEWSPAPER ADVISOR | MHS | 2020-21 | \$5,206 |
| LARSEN, CURTIS | ACTIVITIES COORDINATOR | MMW | 2020-21 | \$7,149 |
| LARSON, KRISTA | GIRLS CROSS COUNTRY RUNNING ASST COACH | MHS | 8/17/20-10/24/20 | \$3,936 |
| LEBLANC, LEEANN | GIRLS CROSS COUNTRY RUNNING ASST COACH | MHS | 8/17/20-10/24/20 | \$3,706 |
| LEWIS, KELLY | CROSS COUNTRY RUNNING HEAD COACH | MMW | 8/12/20-10/25/20 | \$3,936 |
| LOLICH, STEPHANIE | DECA ADVISOR | MHS | 2020-21 | \$5,206 |
| MAHONEY, LEIGHANNE | GIRLS TENNIS HEAD COACH | MMW | 9/8/20-10/30/20 | \$3,088 |
| MAKI, JONATHAN | ART CLUB/NATIONAL ART HONOR SOCIETY CO-ADVISOR | MHS | 2020-21 | \$1,198 |
| MCNEAL, JERRY | BOYS CROSS COUNTRY RUNNING ASST COACH | MHS | 8/17/20-10/24/20 | \$3,820 |
| MEEHAN, KIMBERLY | MOCK TRIAL ADVISOR | MHS | 2020-21 | \$2,510 |
| MONAGHAN, KIERAN | ACTIVITIES COORDINATOR | MME | 2020-21 | \$7,379 |
| MORTENSEN, MILES | JAZZ BAND ADVISOR | MHS | 2020-21 | \$4,423 |
| MORTENSEN, MILES | MARCHING BAND CO-HEAD AND CO-ASST ADVISOR | MHS | 9/20-10/20 | \$3,524.50 |
| MULLEN, MEGHAN | JR FIRST MATES | MMW | 2020-21 | \$1,614 |
| NEWVILLE, IAN | BOYS SOCCER ASST COACH | MHS | 8/17/20-10/24/20 | \$4,605 |
| NUGENT, STEVE | GIRLS SOCCER ASST COACH | MHS | 8/12/20-10/31/20 | \$4,605 |
| OLSON, KENDRA | LEGACY 2022 CO-ADVISOR | MHS | 2020-21 | \$500 |
| OLSON, PAUL | GIRLS SOCCER ASST COACH | MHS | 8/17/20-10/31/20 | \$4,605 |
| PEARS, CHRIS | BOYS SOCCER ASST COACH | MHS | 8/17/20-10/24/20 | \$4,605 |
| PEASE, STUART | LITERARY MAGAZINE ADVISOR | MHS | 2020-21 | \$2,396 |
| PETERSON, ALISON | BIOLOGY CLUB CO-ADVISOR | MHS | 2020-21 | \$4,011 |
| PETERSON, ALISON | SCIENCE OLYMPIAD ADVISOR | MHS | 10/20-3/21 | \$656 |
| REIMER-MORGAN, JANE | GIRLS CROSS COUNTRY RUNNING HEAD COACH | MHS | 8/17/20-10/24/20 | \$5,377 |
| RENLUND, JEFF | BOYS CROSS COUNTRY RUNNING HEAD COACH | MHS | 8/17/20-10/24/20 | \$5,377 |
| ROGERS, MICHAEL | BOYS SOCCER HEAD COACH | MHS | 8/17/20-10/24/20 | \$6,307 |
| SAMSAL, NICK | BOYS SOCCER ASST COACH | MHS | 8/17/20-10/24/20 | \$4,489 |
| SCHAFFER, MARY | JR FIRST MATES | MMW | 2020-21 | \$1,614 |
| SCHAFFER, MARY | CROSS COUNTRY RUNNING CO-COACH | MMW | 8/12/20-10/25/20 | \$2,064.05 |
| SCHOENEBERGER, ANNA | CROSS COUNTRY RUNNING ASST COACH | MME | 9/8/20-10/23/20 | \$2,243 |
| SIEGEL, HOWARD | GIRLS TENNIS ASST COACH | MHS | 8/17/20-10/17/20 | \$3,820 |
| SMITH, ANDY | VIDEO PRODUCTION CLUB ADVISOR | MHS | 2020-21 | \$2,626 |
| STEARNS, DAVID | GIRLS TENNIS HEAD COACH | MHS | 8/17/20-10/17/20 | \$5,377 |
| STORLIE, SCOTT | GIRLS SOCCER ASST COACH | MHS | 8/12/20-10/31/20 | \$4,605 |
| SWEATT, KYLEIGH | GYMNASTICS STUDENTS COACH | MCEC | 9/19/20 | \$11.83/HR |
| TESDAHL, BRYCE | FALL STRENGTH TRAINING/WEIGHT ROOM SUPVR | MHS | 8/16/20-11/2/20 | \$2,600 |
| TUTHILL, STEVE | LEGACY 2023 CO-ADVISOR | MHS | 2020-21 | \$500 |
| VENNES, STEPHENIE | GIRLS SWIM AND DIVE ASST COACH | MHS | 8/17/20-10/31/20 | \$4,605 |
| VOLLHAVER, KATHERINE | GIRLS SWIM AND DIVE ASST COACH | MHS | 8/17/20-10/31/20 | \$3,000 |
| WERNER, ANDREW | DECA ASST ADVISOR | MHS | 2020-21 | \$2,396 |
| WIESE, GABRIELLA | GYMNASTICS STUDENT COACH | MCEC | 9/29/20 | \$11.83/HR |

| | | | | |
|-------------------------------------|---------------------------------------|------|------------------|---------|
| WILKINSON, ADAM | BOYS CROSS COUNTRY RUNNING ASST COACH | MHS | 8/24/20-10/24/20 | \$1,853 |
| ZEGLIN, YINGLU | STUDENT GOVERNMENT ASST ADVISOR | MME | 2020-21 | \$1,797 |
| <u>DISTRICT DEPARTEMENT CHAIRS:</u> | | | | |
| ABELSEN, SARAH | MUSIC K-8 | MWTA | 2020-21 | \$3,377 |
| AIKEN, AMANDA | SOCIAL STUDIES 9-12 INSTRUCTIONAL | MHS | 2020-21 | \$4,502 |
| BURFEIND, MITCH | TECH ED 6-12 | MHS | 2020-21 | \$3,377 |
| MOZINGO, MELANIE | ART K-5 | MWTA | 2020-21 | \$3,377 |
| OLIVIER, AARON | SOCIAL STUDIES 9-12 OPERATIONAL | MHS | 2020-21 | \$4,502 |
| PETERS, JENNIFER | LANGUAGE ARTS K-5 | DH | 2020-21 | \$4,502 |

**School Board
Minnetonka ISD #276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item XV. e

Title: Gifts and Donations

Date: October 1, 2020

EXECUTIVE SUMMARY:

In accordance with Minnetonka School District Policy #706, the Minnetonka School District encourages gifts and donations to enhance quality education to both students and residents. The School Board makes the final determination on the acceptability of a gift or donation. All gifts and donations become District No. 276 property under the complete jurisdiction of the Minnetonka School Board.

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka Preschool's School Readiness Tuition Assistance Program:

| | |
|---|------------|
| The Ross McGlasson Award, Charlie Kanan | \$1,000.00 |
|---|------------|

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka High School Theater Program Account:

| | |
|------------------------------|-------------|
| Charlotte Powers Scholarship | \$30,000.00 |
| Youngstedt Companies | \$1,000.00 |

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka High School Vocal Program Account:

| | |
|-----------------------|----------|
| Wells Fargo YourCause | \$130.00 |
|-----------------------|----------|

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka High School General Gifts and Donations Account:

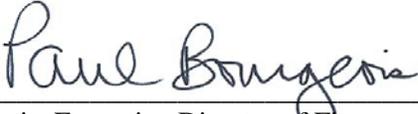
| | |
|-----------------------|---------|
| Wells Fargo YourCause | \$70.00 |
|-----------------------|---------|

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Deephaven Elementary School Principals Discretionary Account:

| | |
|--------------------|---------|
| Target CyberGrants | \$20.00 |
|--------------------|---------|

| | | |
|---|----------|--------------------|
| TOTAL GIFTS AND DONATIONS FOR 2020-2021* | = | \$35,445.80 |
|---|----------|--------------------|

*Total amount reflects gifts & donations submitted for board approval in 2020-2021.

Submitted by: 
Paul Bourgeois, Executive Director of Finance & Operations

CONSENT

**School Board
Minnetonka I.S.D #276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item XV. f

Title: Electronic Fund Transfers

Date: October 1, 2020

EXECUTIVE SUMMARY:

Minnesota Statute 471.38 requires that a list of electronic fund transfers be submitted to the School Board each month for approval.

RECOMMENDATION:

It is recommended that the School Board approve the attached automatic withdrawals and investments from the General Fund for August 2020.

Submitted by: _____



Paul Bourgeois, Executive Director of Finance & Operations

School Board
Minnetonka I.S.D. 276
5621 County Road 101
Minnetonka, Minnesota

Board Agenda Item XV. g

Title: Approval of Update of Flex Choice Plan Documents Date: October 1, 2020

EXECUTIVE SUMMARY:

Minnetonka Independent School District 276 operates a Flex-Choice Plan for the benefit of its employees. IRS Regulations allow employees to save money from their payroll on a pre-tax basis into a Flex-Choice Account, and then allows for the money to be withdrawn tax-free to be used for paying various medical bills or to make child-care payments.

The Minnetonka Flex-Choice Plan is periodically updated with the assistance of Benefits Attorney Scott Wold from the firm Hitesman & Wold to ensure that plan documents are up to date with the latest IRS Regulations. The proposed plan update documents bring the Flex-Choice Benefits Plan up to date with current IRS Regulations and also include a COVID-19 Amendment for Calendar Year 2020 that gives employees additional time in Calendar Year 2021 to use their Flex-Choice deposits due to the fact that the COVID-19 pandemic made it difficult for many months to get many medical procedures, and also with many parents on lockdown, child-care funds were not expended as they normally would be.

ATTACHMENTS:

Minnetonka Flex-Choice Plan
Amendment to Minnetonka Flex-Choice Plan (COVID-19 Amendment)

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve the updated Flex-Choice Plan documents as written by Benefits Attorney Scott Wold.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby approve the updates to the Minnetonka Flex-Choice Plan as of October 1, 2020, inclusive of the Amendment to the Minnetonka Flex-Choice Plan to allow for additional time in 2021 for plan members to spend their 2020 Flex-Choice deposits, in light of the COVID-19 Pandemic inhibiting the ability of members to obtain medical services or use child care as compared to a normal year.

Submitted by: Paul Bourgeois
Paul Bourgeois, Executive Director of Finance & Operations

Concurrence: Dennis L. Peterson
Dennis Peterson, Superintendent

MINNETONKA FLEX-CHOICE PLAN

TABLE OF CONTENTS

ARTICLE I. INTRODUCTION1

ARTICLE II. DEFINITIONS2

ARTICLE III. ELIGIBILITY AND PARTICIPATION6

ARTICLE IV. CONTRIBUTIONS.....8

ARTICLE V. ELECTION OF AVAILABLE BENEFITS9

ARTICLE VI. ADMINISTRATION16

ARTICLE VII. PLAN AMENDMENT AND TERMINATION.....23

ARTICLE VIII. GENERAL PROVISIONS24

ARTICLE IX. GROUP MEDICAL BENEFITS26

ARTICLE X. DEPENDENT CARE EXPENSE REIMBURSEMENT PLAN.....28

ARTICLE XI. MEDICAL EXPENSE REIMBURSEMENT PLAN34

ARTICLE XII. GROUP DENTAL BENEFITS.....38

ARTICLE XIII. GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (“AD&D”) BENEFITS .40

ARTICLE XV. ADOPTION EXPENSE REIMBURSEMENT PLAN42

ARTICLE XVI. CASH PAYMENT45

ARTICLE XVII. HIPAA PROVISIONS.....46

**ARTICLE I.
INTRODUCTION**

- 1.1 **Establishment.** The Employer hereby amends and restates, as of the Effective Date, the Minnetonka Flex-Choice Plan (the "Plan"). The Plan was originally effective on September 1, 1988.
- 1.2 **Purpose.** The purpose of the Plan is to provide Participants with a choice between cash and certain "qualified benefits" as defined in Section 125 of the Code. The Plan is intended to qualify as a "cafeteria plan" under Section 125 of the Code so that Available Benefits a Participant elects to receive under the Plan will be eligible for exclusion from the Participant's gross income to the fullest extent possible under the Code.
- 1.3 **HIPAA Privacy and Security Rules.** Portions of this Plan are "covered entities" for purposes of the Privacy Rules and the Security Rules.
- 1.4 **Gender and Number.** Pronoun references in this Plan shall be deemed to be of any gender relevant to the context, and words used in the singular may also include the plural.
- 1.5 **Not ERISA Plan.** None of the Available Benefits are an employee welfare plan for purposes of ERISA because they are governmental plans within the meaning of Act. Sec. 3(32) of ERISA. Any resemblance of the Available Benefits to an ERISA plan shall not bind the Plan to comply with ERISA.

ARTICLE II. DEFINITIONS

The following words and phrases are used in this Plan and shall have the meanings set forth in this Article unless a different meaning is clearly required by the context or is defined within an Article.

2.1 **Available Benefits** means the benefits made available through this Plan, which include the following:

Non-Reimbursement:

- Group Medical Benefits
- Group Dental Benefits
- Group Term Life Benefits and/or Group AD&D Benefits
- Cash Payment

Reimbursement:

- Dependent Care Expense Reimbursement Plan
- Medical Expense Reimbursement Plan
- Adoption Expense Reimbursement Plan

2.2 **Cafeteria Plan Regulations** means any final regulations, or proposed regulations on which employers may rely, issued by the Department of Treasury under Section 125 of the Code.

2.3 **Cash Payment** means the amount received by a Participant described in Article XVI, if applicable.

2.4 **Change in Status** means the situations that permit an Eligible Employee or Participant to make a change in his or her Election mid-Plan Year and include events that:

- (a) change an Eligible Employee's or Participant's legal (under applicable state and federal law) marital status,
- (b) change the number of an Eligible Employee's or Participant's dependents (as defined in Section 5.4),
- (c) change an Eligible Employee's or Participant's employment status, or the employment status of the Participant's Spouse or dependents (as defined in Section 5.4),
- (d) cause an Eligible Employee's or Participant's dependent (as defined in Section 5.4) to satisfy or cease to satisfy the eligibility requirements for an Available Benefit, and
- (e) change the place of residence of an Eligible Employee or Participant, or his or her Spouse or dependents (as defined in Section 5.4).

2.5 **Claims Administrator** means an entity, if any, appointed under Section 6.1(c). As of the Effective Date, the Claims Administrator for the Medical Expense Reimbursement Plan and the Dependent Care Expense Reimbursement Plan is Further. The Claims Administrator for the Adoption Expense Reimbursement Plan is the Plan Administrator.

2.6 **Claims Grace Period** means the period of time beginning with the first day following the close of the Plan Year and running until the fifteenth day of the third calendar month following the close of the Plan Year.

2.7 **Claims Run-Out Period** means the period of time following the end of the Claims Grace Period during which claims incurred during such Plan Year and Claims Grace Period may be submitted as provided in the Available Benefit.

- 2.8 **Code** means the Internal Revenue Code of 1986, as amended from time to time.
- 2.9 **Compensation** means the total salary, wages, bonuses, pay for overtime, vacation pay, sick pay, pay for shift differentials, and other cash compensation paid by the Employer to a Participant (without regard to any salary reduction under this Plan or any pre-tax program recognized under the Code), but excluding reimbursed expenses, car expense allowances, credits for benefits under any plan of deferred compensation to which the Employer contributes, and any additional compensation payable in a form other than cash.
- 2.10 **Covered Individual** means a person, including a Participant, a Dependent of a Participant, a Spouse of a Participant, and any other person, appropriately covered under an Available Benefit subject to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), and as reflected in the Public Health Services Act, as amended ("PHSA").
- 2.11 **Dependent** means "Dependent" as defined in each Available Benefit provision in which such term is used. Dependent is not necessarily the same as a dependent for tax purposes. See the definition of Tax Dependent in Section 2.36.
- 2.12 **Effective Date** means the date this Plan amendment and restatement is effective and applicable to the Eligible Employees and Participants, which is January 1, 2020.
- 2.13 **Election** means the choice of Available Benefits and means of payment made by the Participant, as described in Article V.
- 2.14 **ePHI** means PHI maintained or transmitted in electronic media including, but not limited to, electronic storage media (i.e., hard drives, digital memory medium) and transmission media used to exchange information in electronic storage media (i.e., internet, extranet, and other networks). PHI transmitted via facsimile and telephone is not considered to be transmissions via electronic media.
- 2.15 **Election Period** means the period of time identified by the Plan Administrator prior to the start of a Plan Year during which a Participant may change his or her Election. For a Participant who enters the Plan other than at the start of a Plan Year, Election Period means the period of time identified by the Plan Administrator prior to the date on which the Eligible Employee begins participation during which an Eligible Employee may make an Election or change a deemed Election.
- 2.16 **Eligible Employee** means each Employee who has met the eligibility requirements of Section 3.1.
- 2.17 **Employee** means any person employed by the Employer and on the Employer's W-2 payroll on or after the Effective Date, except that it shall not include:
- (a) any self-employed individual as described in Section 401(c) of the Code;
 - (b) any employee included within a unit of employees covered by a collective bargaining unit unless such agreement expressly provides for coverage of the employee under this Plan;
 - (c) any employee who is a nonresident alien and receives no earned income from the Employer from sources within the United States;
 - (d) any employee who is a leased employee as defined in Section 414(n)(2) of the Code; or
 - (e) an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee, whether or not any such persons are on the

Employer's W-2 payroll or are determined by the IRS or others to be common-law employees of the Employer; or

- (f) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency such as "Kelly," "Manpower," etc., whether or not such individuals are determined by the IRS or others to be common-law employees of the Employer.

- 2.18 **Employer** means Minnetonka School District #276.
- 2.19 **Employer Contribution** means amounts that have not been actually or constructively received by the Participant that are made available to the Participant by the Employer for the purpose of paying for Available Benefits under the Plan.
- 2.20 **Entry Date** means the first day of the first pay period coinciding with or next following the date on which an Employee becomes an Eligible Employee, which is the date of which Eligible Employees may become Participants in this Plan, provided all necessary forms have been completed.
- 2.21 **ERISA** means the Employee Retirement Income Security Act of 1974, as amended. Governmental entities (including public schools) are not subject to ERISA.
- 2.22 **Highly Compensated Individual** means individuals who are highly compensated as defined in Section 125(e)(2) of the Code.
- 2.23 **Highly Compensated Participant** means Participants who are highly compensated as defined in Section 125(e)(1) of the Code.
- 2.24 **HIPAA** means Health Insurance Portability and Accountability Act of 1996, and regulations thereunder, as amended from time to time.
- 2.25 **Insurer** means any insurance company that has issued a policy through which benefits are made available under this Plan.
- 2.26 **IRS** means the Internal Revenue Service.
- 2.27 **PHI** means information that:
 - (a) is created or received by a health plan, health care provider, or health care clearinghouse;
 - (b) relates to the past, present and future physical or mental health or condition of an individual (including "genetic information" as that term is defined in the Genetic Information Nondiscrimination Act of 2008); the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
 - (c) either identifies the individual or reasonably could be used to identify the individual.PHI includes ePHI.
- 2.28 **Participant** means an Eligible Employee who participates in the Plan in accordance with Article III and has not ceased to be a Participant under Section 3.4.
- 2.29 **Plan** means this Minnetonka Flex-Choice Plan, as amended from time to time.

- 2.30 **Plan Administrator** means the entity determined under Section 6.1.
- 2.31 **Plan Year** means the twelve-month period commencing on the first day of January and ending on the last day of December.
- 2.32 **Privacy Rules** means the *Standards and Privacy of Individually Identifiable Health Information* at 45 C.F.R. Part 160 and Part 164 at subparts A and E.
- 2.33 **Security Rules** means the *Security Standards and Implementation Specifications* at 45 C.F.R. Part 160 and Part 164, subpart C.
- 2.34 **Spouse** means an individual who is (a) legally married to a Participant (under applicable state law), and (b) who is treated as a “spouse” under the applicable section of the Code.
- 2.35 **Summary of Health Information** means “summary health information” as defined in 45 C.F.R. Section 164.504, which generally defines “summary health information” to include information, which may be PHI, that summarizes claims history, claims expenses, or the type of claims experienced by individuals receiving benefits under the Plan from which certain identifiers have been deleted.
- 2.36 **Tax Dependent** means an individual (other than the Participant and the Participant’s Spouse) with respect to whom amounts expended for medical care are excluded from the Participant’s gross income under Section 105(b) of the Code, as amended.

**ARTICLE III.
ELIGIBILITY AND PARTICIPATION**

- 3.1 **Eligibility Requirements.** An Employee shall be eligible to participate in this Plan if he/she is an Employee who is regularly paid.
- 3.2 **Notification to Participants.** The Plan Administrator shall provide each Eligible Employee written notice of the Employee's eligibility to participate in the Plan in sufficient time to enable such Eligible Employee to submit an application for participation in the Plan on or before the applicable Entry Date.
- 3.3 **Application for Participation.** In general, unless an Eligible Employee is deemed to have made an Election as provided in Section 5.1, to become a Participant, an Eligible Employee shall execute and deliver to the Plan Administrator, prior to the applicable Entry Date, an application signed by the Eligible Employee in which the Eligible Employee:
- (a) applies to participate in the Plan;
 - (b) designates the required portion of Compensation for the pre-tax and after-tax (if any) contributions;
 - (c) makes a benefit Election; and
 - (d) supplies any other pertinent information that the Plan Administrator may reasonably require.

By signing such application or agreement, the Eligible Employee shall be deemed for all purposes to have agreed to participate and to conform to the requirements of the Plan. Such application or agreement may be the same as, or separate from, the application or agreement required to participate in any Available Benefit under this Plan. Alternatively, or in addition to the forgoing application process, the Plan Administrator may require or permit application of same scope by electronic means.

- 3.4 **Termination of Participation.** Participant automatically ceases to be a Participant at midnight of the earliest of the following dates:
- (a) the date of the death of the Participant;
 - (b) the last day of the month in which the Participant's employment with the Employer terminates, provided that if the Participant's employment terminates at the end of the school year participation in the Plan ceases on the last day of August;
 - (c) the last day with respect to which the Participant has made any required contributions under the Plan;
 - (d) the date of the Participant's failure to meet the eligibility requirements of Section 3.1, as may be amended from time to time, other than a termination of employment; or
 - (e) the date of termination of the Plan in accordance with Article VII.

Note: This provision applies to *participation* in this Plan. With respect to the Available Benefits that involve premium payments for other plans sponsored by the Employer, coverage under the underlying plan may extend beyond the date a Participant ceases to be a Participant in this Plan.

In the event the Plan does not learn that a Participant has automatically ceased to be a Participant until a date after the date participation ceased, participation will be terminated retroactively and the Plan shall be entitled to recover any benefits paid after the date participation is terminated. Termination of participation in this Plan shall not prevent a former Participant from continuation coverage, conversion coverage or benefits under the respective Available Benefit plans if and to the extent provided by such plans.

3.5 **Conditions of Participation.** As a condition of participation and receipt of benefits under this Plan, the Participant agrees to:

- (a) observe all Plan rules and regulations;
- (b) consent to inquiries by the Plan Administrator with respect to any provider of services involved in a claim under this Plan;
- (c) submit to the Plan Administrator all notifications, reports, bills, and other information required by the Plan or which the Plan Administrator may reasonably require; and
- (d) repay any overpayments or incorrect payments received under the Plan.

Failure to do so relieves the Plan, Plan Administrator, and Claims Administrator from any and all obligations under this Plan.

3.6 **Participation in Available Benefit Plans.** In order to elect a specific Available Benefit provided under this Plan, a Participant must elect that Available Benefit on such forms as the Plan Administrator may require (unless the benefit is provided to all Participants) and, if the cost of Available Benefit is not fully paid by the Employer, shall be required to share the cost of the Available Benefit as provided in Article IV. Further, the Participant must meet any eligibility, participation, etc., requirements applicable to that Available Benefit in accordance with the terms of the underlying plan through which the Available Benefit is provided.

ARTICLE IV. CONTRIBUTIONS

- 4.1 **Salary Reduction Contributions.** To the extent the cost of an Available Benefit exceeds the Employer Contribution (if any), a Participant may elect in accordance with the Election procedures described in Article V to receive his or her full Compensation in cash, or to have a portion of such Compensation applied by the Employer toward the Participant's share of the cost of Available Benefits. If so elected, the Participant's Compensation will be reduced, and an amount equal to the reduction shall be allocated by the Employer to the Available Benefits designated by the Participant. A Participant's Compensation shall be reduced by pro-rata amounts of the Participant's total salary reduction Election each payroll during the Plan Year. Salary reduction is done on a pre-tax basis before any withholdings have been made. Notwithstanding the forgoing, if a Participant's employment terminates and the Participant will continue to participate in an Available Benefit beyond the date on which his/her employment terminates (other than pursuant to a continuation coverage right), additional salary reduction contributions shall be taken from the Participant's final pay check if necessary to pay for the coverage provided during the period of time following the date on which the Participant's employment terminates.
- 4.2 **After-tax Participation.** To the extent a Participant participates in an Available Benefit that covers a Dependent who is not the Participant's Spouse or Tax Dependent, the coverage for that Dependent shall be purchased on an after-tax basis (in accordance with the Cafeteria Plan Regulations) either by imputing income to the Participant or by the Participant making salary deduction contributions, as determined by the Plan Administrator.
- 4.3 **Salary Deduction Contributions.** The Employer may require that amounts for which the Participant is responsible, but which cannot be paid with pre-tax dollars through salary reduction described above, be funded with after-tax dollars pursuant to a salary deduction agreement. Such salary deductions shall be made on a periodic basis and relate to a Participant's Compensation after taxes and withholdings have been made.
- 4.4 **Employer Contribution.** The Employer makes a fixed dollar contribution for certain Participant as required and in accordance with applicable collective bargaining agreements, employment contracts, letters of assignment, and Board policies. The Employer Contribution must be used in accordance with any restrictions contained in such collective bargaining agreements, employment contracts, letters of assignment, and Board policies.
- 4.5 **Maximum Under the Plan.** Under no circumstances may a Participant's total salary reduction exceed the sum of (a) the cost of benefits paid on a pre-tax basis provided through insurance or insurance types of benefits plus (b) the maximum Election amounts permitted under the reimbursement-type Available Benefits minus (c) the Employer Contribution, if any.
- 4.6 **No Trust.** Nothing in this Plan is intended to require the establishment of a trust. The portion of benefits paid under this Plan attributable to Employer Contributions, if any, is paid from the Employer's general assets. The portion of benefits paid under this Plan attributable to Participant contributions including, but not limited to, salary reductions amounts, is paid from the Employer's general assets.

**ARTICLE V.
ELECTION OF AVAILABLE BENEFITS**

5.1 **Initial Elections.** Upon initial eligibility, Elections shall be made as follows:

- (a) **Affirmative Elections.** With respect to Available Benefits not involving premium conversions, an affirmative Election to participate is required as part of the application to participate described in 3.3. If the Election Period ends and an Election has not been received by the Plan Administrator, the Eligible Employee will be deemed to have elected not to participate in the above-referenced Available Benefits involving reimbursement accounts.
- (b) **Automatic Elections.** With respect to Available Benefits involving premium conversions, an Eligible Employee is deemed to have elected to participate and to pay the Participant's share of the cost of such Available Benefits through salary reduction unless (1) the Eligible Employee specifically elects not to participate with respect to such Available Benefit(s) and notifies the Plan Administrator in writing on or before the close of the Election Period, or (2) such deemed Election is otherwise prohibited by law.

5.2 **Subsequent Annual Elections.** During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to make a new Election. Such new Election may include the following:

- (a) an Eligible Employee who is not participating may elect to begin participating by electing Available Benefits during the Election Period;
- (b) a Participant may terminate participation in the Plan; or
- (c) a Participant may elect different Available Benefits or different levels of Available Benefits.

An Election must have been made, or deemed to have been made, prior to the start of the Plan Year to which it relates.

5.3 **Failure to Make Annual Election.** A Participant who does not make a new Election during the Election Period prior to each Plan Year:

- (a) **Affirmative Elections.** With respect to Available Benefits not involving premium conversions, shall be deemed to have elected not to participate in such Available Benefits for the upcoming Plan Year.
- (b) **Automatic Election.** With respect to Available Benefits involving premium conversions, shall be deemed, unless prohibited by law, to have elected to pay any portion of the cost for which the Participant is responsible through salary reduction unless (1) the Eligible Employee specifically elects not to participate with respect to such Available Benefit(s) and notifies the Plan Administrator in writing on or before the close of the Election Period, or (2) such deemed Election is otherwise prohibited by law.

5.4 **Elections Irrevocable.**

For purposes of this Section 5.4, the term "dependent" shall mean (1) a Tax Dependent if the election relates to health benefits, (2) a Qualifying Individual (as defined in Article X) if the election

relates to the Dependent Care Expense Reimbursement Plan, or (3) an Eligible Child (as defined in Article XV) if the election relates to the Adoption Expense Reimbursement Plan.

An Election becomes effective and shall be irrevocable for the Plan Year or the remainder of the Plan Year except under the following circumstances:

- (a) **Change in Status.** A Participant may change or terminate his or her actual or deemed Election under the Plan upon the occurrence of a Change in Status, but only if such change or termination is made on account of and corresponds with a Change in Status that affects coverage eligibility of a Participant, a Participant's Spouse, or a Participant's dependent (referred to as the general consistency requirement). The Plan Administrator (in its sole discretion) shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status. Assuming that the general consistency requirement is satisfied, a requested change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter his or her Election based on that change.
- (1) **Loss of Dependent Eligibility.** For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a dependent, or a dependent ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance, or insurance-type, coverage for the Spouse involved in the divorce, annulment, or legal separation, the deceased Spouse or dependent, or the dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances fails to correspond with that Change in Status.
 - (2) **Gain of Coverage Eligibility Under Another Employer's Plan.** For a Change in Status in which a Participant, a Participant's Spouse, or a Participant's dependent gains eligibility for coverage under another employer's cafeteria plan (or another employer's qualified benefit plan) as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage only if that coverage becomes actually effective or is increased under the other employer's plan.
 - (3) **Dependent Care Expense Reimbursement Plan.** With respect to the Dependent Care Expense Reimbursement Plan, a Participant may change or terminate his or her Election only if (i) such a change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under the Plan; or (ii) the Election change is on account of and corresponds with a Change in Status that affects eligibility of dependent care expenses for the tax exclusion available under the Code.
 - (4) **Group Term Life Insurance Coverage.** For a Change of Status involving a Participant's legal marital status or the employment status of a Participant's Spouse or dependent (disregarding the requirement that the event cause a loss or gain of eligibility), a Participant may elect either to increase or to decrease group term life insurance coverage offered under the Plan.
 - (5) **COBRA Coverage.** If the Participant becomes eligible for COBRA (or similar health plan continuation coverage under state law) under a group health plan sponsored by the Employer, the Participant may increase the Election for that Available Benefit to pay for such coverage provided the Participant is still eligible under the Plan and still receiving Compensation.

- (b) **HIPAA Special Enrollment Rights.** If a Participant, a Participant's Spouse, and/or a Participant's dependent enrolls in the Group Medical Benefits pursuant to the HIPAA special enrollment rights provided by Code § 9801(f), the Participant may make a new election that corresponds with the special enrollment. For purposes of this provision (1) an Election to add previously eligible dependents as a result of the acquisition of a new Spouse or dependent child (a/k/a the Tag-along Rule), shall be considered consistent with the special enrollment right; and (2) a HIPAA special enrollment Election attributable to the birth or adoption of a new dependent child may be effective retroactive (up to thirty (30) days), provided it applies to Compensation not yet currently available.
- (c) **Certain Judgments, Decrees and Orders.** If a judgment, decree, or order (an "Order") resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order) requires accident or health coverage for a Participant's dependent child (including a foster child who is a dependent of the Participant), a Participant may: (1) change his or her Election to provide coverage for the dependent child (provided that the Order requires the Participant to provide coverage and subject to the provisions of the underlying group health plan); or (2) change his or her Election to revoke coverage for the dependent child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan.
- (d) **Medicare and Medicaid.** If a Participant, a Participant's Spouse, or a Participant's dependent who is enrolled in a health or accident benefit under this Plan (including the Medical Expense Reimbursement Plan) becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid. Further, if a Participant, a Participant's Spouse, or a Participant's dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the health or accident coverage provided under this Plan (including the Medical Expense Reimbursement Plan) of the person losing entitlement to Medicare or Medicaid.
- (e) **Change in Cost.**
- (1) **Automatic Increase or Decrease for Insignificant Cost Changes.** If the cost of an Available Benefit (other than Medical Expense Reimbursement Plan) increases or decreases during a Plan Year by an insignificant amount, then the pre-tax contributions or after-tax contributions (as applicable) under each affected Participant Election shall be prospectively increased or decreased to reflect such change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this prospective increase or decrease in Participant contributions in accordance with such cost changes. The Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, whether increases or decreases in costs are "insignificant" based upon all the surrounding facts and circumstances (including, but not limited to, the dollar amount or percentage of the cost change).
- (2) **Significant Cost Increases.** If the Plan Administrator determines that the cost of an Available Benefit (other than Medical Expense Reimbursement Plan) significantly increases during a Plan Year, the Participant may, on a prospective basis, either: (i) make a corresponding increase in his or her Election; (ii) enroll in another benefit package option providing similar coverage and make a corresponding Election change; or (iii) revoke his or her Election if no other benefit

package option providing similar coverage is available. The Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, whether a cost increase is significant and what constitutes "similar coverage" based upon all the surrounding facts and circumstances.

- (3) **Significant Cost Decrease.** If the Plan Administrator determines that the cost of an Available Benefit (other than Medical Expense Reimbursement Plan) significantly decreases during a Plan Year: (i) an Eligible Employee or Participant may commence participation in such Available Benefit; and (ii) the Plan Administrator shall automatically effectuate a prospective decrease in a Participant's Election with respect to such Available Benefit in accordance with the cost decrease.

(f) **Change in Coverage.**

- (1) **Significant Curtailment.** If the Plan Administrator determines that coverage under an Available Benefit (other than Medical Expense Reimbursement Plan) is significantly curtailed during a Plan Year, the Participant may prospectively enroll in another benefit package option providing similar coverage and make a corresponding Election change. Coverage under an accident or health plan is deemed "significantly curtailed" only if there is an overall reduction in coverage provided to Participants under the Plan so as to constitute reduced coverage to Participants in general. The Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, whether a curtailment is "significant," and whether a benefit package option constitutes "similar coverage" based upon all the surrounding facts and circumstances.
- (2) **Loss of Coverage.** If the Plan Administrator determines that coverage under an Available Benefit (other than Medical Expense Reimbursement Plan) is lost during a Plan Year, the Participant may, on a prospective basis: (i) enroll in another benefit package option providing similar coverage and make a corresponding Election change; or (ii) revoke his or her Election if no other benefit package option providing similar coverage is available. Coverage under an accident or health plan is deemed "lost" only if there is a complete loss of coverage under the benefit package option (e.g., due to elimination of the benefit package option or application of an annual or lifetime maximum) or other fundamental loss of coverage. The Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, whether a "loss" has occurred, and whether a benefit package option constitutes "similar coverage" based upon all the surrounding facts and circumstances.
- (3) **Addition or Improvement of an Available Benefit.** If during a Plan Year, the Plan adds a new Available Benefit or a new benefit package option under the Available Benefit (other than the Medical Expense Reimbursement Plan), or if coverage under an existing Available Benefit (other than the Medical Expense Reimbursement Plan) is significantly improved: (i) an affected Participant may prospectively change his/her Election with respect to the newly-added or improved Available Benefit; and (ii) an Eligible Employee may commence participation in such Available Benefit. The Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, whether an Available Benefit has been "significantly improved" based upon all the surrounding facts and circumstances.
- (4) **Change Under Another Employer-Sponsored Plan.** A Participant may make a prospective Election change (other than with respect to the Medical Expense

Reimbursement Plan) that is on account of and corresponds with a change made under another employer-sponsored plan (including a plan of the Employer or a plan of another employer), provided (i) the other cafeteria plan or qualified benefits plan permits its participants to make an Election change that would be permitted under the Cafeteria Plan Regulations; or (ii) this Plan permits Participants to make an Election for a Plan Year period of coverage which is different from the plan year period of coverage under the other cafeteria plan or Available Benefit. The Plan Administrator shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a change made under another employer-sponsored plan.

(5) **Loss of Governmental or Educational Coverage.** A Participant may prospectively change his or her Election to add group health coverage for the Participant or his or her Spouse or dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution including, but not limited to, the following: a state children's health insurance program ("SCHIP") under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code § 7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable benefit package option(s).

(6) **Enrollment in Marketplace Coverage.**

(i) A Participant who has made an Election to pay for Group Medical Benefits may revoke that Election if the following conditions are satisfied:

(A) The Participant either (I) is eligible to enroll in a qualified health plan through a public insurance exchange (the "Marketplace") via a special enrollment period (as provided in any guidance issued by the Department of Health and Human Services or any other applicable guidance), or (II) seeks to enroll in a qualified health plan through the Marketplace during the Marketplace's annual open enrollment period;

(B) The Participant cancels coverage under the Group Medical Benefits in accordance with the requirements of that plan; and

(C) The Participant, and any related individuals who were also enrolled in the Group Medical Benefits, have enrolled in or intend to enroll in a qualified health plan through the Marketplace that will be effective no later than the day immediately following the last day for which coverage under the Group Medical Benefits was effective (i.e., there is no break in coverage). The Employer may rely on the reasonable representation of the Participant that the requirements of this paragraph (C) are met.

(ii) Unless determined by the IRS not to be available, a Participant who has made an Election to pay for Group Medical Benefits may reduce that Election if the following conditions are satisfied:

(A) The Participant's Spouse and/or dependents either (I) are eligible to enroll in a qualified health plan through the Marketplace via a special enrollment period (as provided in any guidance issued by

the Department of Health and Human Services or any other applicable guidance), or (II) seek to enroll in a qualified health plan through the Marketplace during the Marketplace's annual open enrollment period;

(B) The Participant cancels coverage under the Group Medical Benefits for such Spouse and/or dependents in accordance with the requirements of that plan; and

(C) Such Spouse and/or dependents have enrolled in or intend to enroll in a qualified health plan through the Marketplace that will be effective no later than the day immediately following the last day for which the coverage under the Group Medical Benefits was effective (i.e., there is no break in coverage). The Employer may rely on the reasonable representation of the Participant that the requirements of this paragraph (C) are met.

(g) **Reduction in Hours Without Loss of Eligibility.** A Participant who has made an Election to pay for Group Medical Benefits may revoke that Election if the following conditions are satisfied:

(1) The Participant has been in an employment status under which the Participant was reasonably expected to average at least thirty (30) hours of service per week;

(2) The Participant has experienced a change in employment status such that the Participant will reasonably be expected to average less than thirty (30) hours of service per week after the change but nevertheless will remain eligible for Group Medical Benefits;

(3) The Participant cancels coverage under the Group Medical Benefits in accordance with the requirements of that plan; and

(4) The Participant, and any related individuals who were also enrolled in the Group Medical Benefits, have enrolled or intend to enroll in other medical coverage that provides minimum essential coverage and that will be effective no later than the first day of the second month following the month in which coverage under the Group Medical Benefits ends. The Employer may rely on the reasonable representation of the Participant that the requirements of this paragraph (4) are met.

(h) **Family and Medical Leave Act.** A Participant taking a leave governed by the Family and Medical Leave Act of 1993 ("FMLA") may revoke or change an Election as may be provided for under the FMLA and the Employer's FMLA policy required thereunder.

(i) **Other.** The Plan Administrator shall have the discretion to allow a change to or termination of an Election to the extent such change or termination is the result of any other situation informally recognized by the IRS as providing an exception to the general rule that Elections are irrevocable (e.g., corrections of mistakes, changes to meet nondiscrimination requirements, failure to satisfy underwriting).

A Participant entitled to make a new Election under this Section must do so within thirty (30) days of the event. An Employee who is eligible to elect benefits but declined to do so during the initial Election period, or during a subsequent Election period, may file a new Election within thirty (30) days of the occurrence of an event described above, but only if the new Election is made on account

of and corresponds with the event. Subject to the provisions of the underlying group health plan, Elections made to add medical coverage for a newborn or newly adopted dependent child pursuant to a HIPAA special enrollment right may be retroactive for up to thirty (30) days. All other new Elections shall be effective prospectively immediately following the date the Participant files the new Election with the Plan Administrator. Elections made pursuant to this Section shall be effective for the balance of the Plan Year in which the Election is made unless a subsequent event (described above) allows a further Election change. Notwithstanding anything herein to the contrary, a Participant's may not make an Election change that would reduce his/her the annual Election under the Medical Expense Reimbursement Plan to an amount that is less than the amount of reimbursements the Participant has received as of the date of the Election change.

- 5.5 **Rehire and Eligibility Loss.** Termination of employment shall automatically revoke any Election. Former Participants who are rehired:
- (a) After thirty (30) days following a termination of employment, shall have two "periods of coverage;" that period prior to the termination of employment and that period following the re-employment of the terminated Employee. Expenses incurred prior to the termination of employment shall be subject to the Election in effect upon termination; while the Employee shall have an opportunity to make a new Election and expenses incurred after re-employment shall be subject to the Election made upon re-employment.
 - (b) Within thirty (30) days following a termination of employment, shall have the Election in effect prior to the termination of employment reinstated upon re-employment.
- 5.6 **Benefit Descriptions.** While an Election to receive one or more of the Available Benefits may be made under this Plan, the benefits themselves may be provided in accordance with Plan documents or contracts which describe the types and amounts of benefits available, the requirements for participation, procedures for submitting claims, and the other terms and conditions of coverage. Such underlying Plan documents or contracts, if any, are incorporated into this Plan by reference.
- 5.7 **Forfeiture.** Any amounts, whether obtained through salary reduction, salary deduction, Employer Contributions, or otherwise, under this Plan which cannot be distributed by the Plan Administrator to cover the cost of Available Benefits for the applicable Plan Year, shall be forfeited by the Participant (subject to a Participant's limited right, if applicable, to an account carryover to the following Plan Year). Forfeited amounts, in accordance with the Cafeteria Plan Regulations, may be: (a) retained by the Employer; (b) used to defray the reasonable administrative costs of the Plan; (c) used to reduce required salary reduction amounts for the immediately following Plan Year on a reasonable and uniform basis; and/or (d) returned to the Participants on a reasonable and uniform basis. Under no circumstances shall the Plan Administrator establish an outside formal or informal arrangement under which the forfeited amounts are allocated among Participants based (directly or indirectly) on their individual claims experience under the Plan.
- 5.8 **Limitations on Benefits.** Benefits shall be limited as determined by the Plan Administrator in accordance with Section 6.15 for the purpose of ensuring compliance with any nondiscrimination requirement applicable to the Plan or an Available Benefit.

ARTICLE VI. ADMINISTRATION

6.1 Plan Administrator.

- (a) The Plan Administrator shall be responsible for the general supervision of the Plan and shall have the discretionary authority to control and manage the operation and administration of the Plan, including but not limited to, the interpretation and application of the terms of the Plan. The Plan Administrator shall perform any and all acts necessary or appropriate for the proper management and administration of the Plan.
- (b) The Employer shall be the Plan Administrator.
- (c) The Plan Administrator may designate an individual or entity to act on its behalf with respect to certain powers, duties, responsibilities, etc. with respect to the operation and administration of this Plan. Where Available Benefits purchased through this Plan are provided through an insurance company, Health Maintenance Organization (“HMO”), or Dental Maintenance Organization (“DMO”), or similar entity, that entity shall be the Claims Administrator with respect to those benefits. In all other situations, the Plan Administrator shall be the Claims Administrator unless the Plan Administrator contracts with a third party to act on its behalf.

6.2 Agent for Service of Legal Process. The agent for service of legal process for the Plan is the Plan Administrator.

6.3 Allocation of Responsibility for Administration. The Plan Administrator shall have the sole responsibility for the administration of this Plan as is specifically described in this Plan. The designated representatives of the Plan Administrator shall have only those specific powers, duties, responsibilities, and obligations as are specifically given to them under this Plan. The Plan Administrator warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of the Plan authorizing or providing for such direction, information or action. It is intended under this Plan that the Plan Administrator shall be responsible for the proper exercise of its own powers, duties, responsibilities, and obligations under this Plan and shall not be responsible for any act or failure to act of another Employee of the Employer. Neither the Plan Administrator (including any designee) nor the Employer makes any guarantee to any Participant in any manner for any loss or other event because of the Participant’s participation in this Plan.

6.4 Rules and Decisions. Except as otherwise specifically provided in the Plan, the Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate to fulfill the purposes of the Plan. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant, the Employer, or legal counsel.

6.5 Procedures. The Plan Administrator may act at a meeting or in writing. The Plan Administrator may adopt by-laws and regulations as it deems desirable for the conduct of the Plan’s affairs and as are consistent with the terms of the Plan.

6.6 Records and Reports. The Plan Administrator shall be responsible for complying with all reporting, filing and disclosure requirements for the Plan.

6.7 Claim for Benefits. This Section addresses the requirements for claims for reimbursement-type Available Benefits and the provisions of general applicability. Claims requirements for other

Available Benefits shall be handled in accordance with the governing documents for those Available Benefits. A Participant may apply to the Claims Administrator for reimbursement of eligible expenses incurred during such Plan Year (and applicable Claims Grace Period) as provided below.

- (a) **Paper Claims.** A Participant may make a claim by completing a claim form and submitting such form to the Claims Administrator. The claim form must set forth at least the following information:
- (1) the amount, date and nature of the expense, including the identity of the individual who incurred the expense;
 - (2) the name of the person or entity to which the expense was paid;
 - (3) the Participant's statement that the expense has not been reimbursed and the Participant will not seek reimbursement for the expense; and
 - (4) such other information as the Claims Administrator may require.

Such claim form shall be accompanied by such bills, invoices, receipts, explanations of benefits ("EOB") issued by a health plan, or other statements from an independent third party as is necessary to establish that an eligible expense has been incurred and the amount of the expense. The Claims Administrator is entitled to rely on the information provided on the claim form in processing claims under this Plan. Where circumstances beyond the Participant's control prevent submission within the described time frame, notice of a claim with an explanation of the circumstances may be accepted by the Claims Administrator as a timely filing. Claims shall be determined in accordance with Article VI.

Reimbursement shall be made bi-weekly. Claims (including all information substantiating the claim) must be submitted by the deadline established and communicated by the Claims Administrator. Reimbursements shall be made from the Participant's respective reimbursement-type account for eligible expenses incurred during the applicable Plan Year for which the Participant submits the required documentation.

- (b) **Electronic Payment Cards – Medical Expense Reimbursement Plan.** A Participant may receive reimbursement of an eligible expense under the Medical Expense Reimbursement Plan by use of an electronic payment card at the time the eligible expense is incurred. A Participant must elect to use the electronic payment card, and must agree to abide by the terms and conditions of the electronic payment card program as set forth in a separate agreement with the electronic payment card provider. If required, Participants must execute a new agreement prior to the start of each Plan Year. In addition to the terms and conditions of the electronic payment card program, the use of the electronic payment card shall be subject to the following conditions:
- 1) The electronic payment card will be cancelled when the Participant ceases to participate in the Medical Expense Reimbursement Plan.
 - 2) The balance of the electronic payment card shall be limited to the amount in the applicable Participant's account.
 - 3) A Participant must certify in writing prior to issuance of the electronic payment card that:
 - (i) the electronic payment card will be used only for eligible expenses that have not been reimbursed under any other plan covering similar benefits;

- (ii) the Participant will not seek reimbursement for any expense paid with the electronic payment card under any other plan covering benefits; and
- (iii) the Participant will obtain and retain a third party statement from the health care provider containing the information necessary to substantiate that the expense paid by the card was an eligible expense.

The electronic payment card shall include a statement providing that each use of the card shall constitute a reaffirmation of the certification.

- 4) For eligible expenses, the electronic payment card may be used only at merchants who are health care providers (e.g., doctor's office, hospital, pharmacy, etc.) or other merchants identified in applicable IRS guidance.
- 5) Each time the electronic payment card is used, a Participant shall obtain and retain a third party statement from the health care provider containing the information necessary to substantiate that the expense paid by the card was an eligible expense.
- 6) Claims shall be substantiated in one of the following manners:
 - (i) The Participant shall provide, upon request by the Claims Administrator (or its designee), the third party statement with respect to the claim;
 - (ii) For eligible expenses, the payment was made to a merchant who is a health care provider and it matches a specific copayment the Participant has under a group medical or group dental plan sponsored by the Employer or a multiple of that copayment of not more than five (5) times the dollar amount of the copayment;
 - (iii) For eligible expenses, the payment was made to a merchant who is a health care provider and is for an expense with the same amount, duration, and health care provider as a previously approved expense under this Plan;
 - (iv) For eligible expenses, the payment was made to a merchant who is a health care provider and the electronic claim file with respect to the expense is accompanied by an electronic or written confirmation from the health care provider that identifies the amount of the expense and verifies that the expense is an eligible expense; or
 - (v) For eligible expenses, the electronic payment card is used at a merchant (of any kind) that participates in an inventory information approval system developed by the card provider that verifies, at the time of purchase, that the goods being purchased constitute medical care.
- 7) The Plan will comply with any special rules regarding the use of the electronic payment card to purchase over-the-counter drugs and medicines that may be issued by the IRS.
- 8) If a claim is not substantiated pursuant to items (ii) through (v) of paragraph (6) above, and the Participant does not substantiate the claim pursuant to paragraph (6)(i) above within a particular time period (as established by the Plan Administrator or its designee), the Participant's use of the card will be terminated

at least until such time as the claim is substantiated or the unsubstantiated claim is recovered by the Plan. Furthermore, the Plan shall seek to recover any unsubstantiated electronic payment card claim by demanding repayment from the Participant, withholding an amount equal to the unsubstantiated expense from the Participant's compensation (if and as allowed by applicable law), and/or offsetting such amount against future eligible claims under the Plan. If such amounts cannot be recovered, the Participant shall be indebted to the Employer and the Employer shall treat the debt as any other business indebtedness.

- 9) The use of an electronic payment card does not constitute a "claim" under the claims procedures.

(c) **Electronic Payment Cards – Dependent Care Expense Reimbursement Plan.** A Participant may receive reimbursement of an eligible expense under the Dependent Care Expense Reimbursement Plan by use of an electronic payment card at the time the eligible expense is incurred. A Participant must elect to use the electronic payment card, and must agree to abide by the terms and conditions of the electronic payment card program as set forth in a separate agreement with the electronic payment card provider. If required, Participants must execute a new agreement prior to the start of each Plan Year. In addition to the terms and conditions of the electronic payment card program, the use of the electronic payment care shall be subject following conditions:

- 1) At the beginning of each Plan Year or, if later, upon the Participant's Entry Date, the Participant must pay the initial eligible expense to the dependent care provider and submit a paper claim to the Plan for such expense.
- 2) Upon substantiation by the Claims Administrator of the initial eligible expense, the Plan will make available through the electronic payment card an amount equal to the lesser of: (i) the amount of the approved claim, or (ii) the contributions made by or on behalf of the Participant to the Dependent Care Expense Reimbursement Plan for the Plan Year to date.
- 3) The electronic payment card may then be used to pay for subsequently incurred eligible dependent care expenses.
- 4) The amount available through the electronic payment card may be increased only as additional dependent care expenses are incurred and substantiated via submission of a paper claim, except as provided in paragraph (5) below. In no case will the amount available through the electronic payment card exceed the contributions made by or on behalf of the Participant to the Dependent Care Expense Reimbursement Plan for the Plan Year to date minus the amount of expenses previously reimbursed during such Plan Year (whether such reimbursement was made in cash or by crediting the electronic payment card).
- 5) Dependent care expenses may be automatically substantiated without submission of a paper claim only as provided in this paragraph (5). If (i) an electronic payment card transaction collects information that matches information for a previously approved paper claim with respect to the dependent care provider, and (ii) the amount of the electronic payment card transaction is equal to or less than the previously approved paper claim, then the claim paid via the electronic payment card is substantiated without further review. In such instances, the balance of the electronic payment card may be increased with respect to the automatically substantiated claim once the expense paid through the electronic payment card has been incurred.

Example: If a Participant uses an electronic payment card to pay a day care provider on the first day of the week for the care to be provided during that week, and the claim is automatically substantiated as provided above, the balance of the electronic payment card may be increased with respect to such claim at the end of the week.

6.8 **Determination of Benefits.** This Section addresses the claims determination and appeal procedures for reimbursement-type Available Benefits and the provisions of general applicability. Claims determination and appeal procedures for other Available Benefits shall be handled in accordance with the governing documents for those Available Benefits.

(a) **Initial Determination.** The Plan Administrator, or Plan Administrator's designee, shall notify a person within ninety (90) days of receipt of a written claim for benefits of that person's eligibility or non-eligibility for benefits under the Plan. If it is determined that a person is not eligible for benefits or for full benefits, the notice shall set forth:

- (1) the specific reasons for the denial;
- (2) a specific reference to the provision of the Plan on which the denial is based;
- (3) a description of any additional information or material necessary for the claimant to perfect the claim and an explanation of why it is needed; and
- (4) an explanation of the Plan's claims review procedure and other appropriate information as to the steps to be taken if the Participant wishes to have the claim reviewed.

(b) **Appeals.** If a Participant is determined by the Plan Administrator, or Plan Administrator's designee, not to be eligible for benefits, or if the Participant believes that he or she is entitled to greater or different benefits, the Participant shall have the opportunity to have the claim reviewed by the Plan Administrator, or Plan Administrator's designee, by filing a petition an appeal within sixty (60) days after receipt by the Participant of the notice issued by the Plan Administrator, or the or Plan Administrator's designee. The appeal shall state the specific reasons the Participant believes he or she is entitled to benefits or greater or different benefits.

Within sixty (60) days after receipt of the appeal, the Plan Administrator, or Plan Administrator's designee, shall afford the Participant (and the Participant's counsel, if any) an opportunity to present the Participant's position to the Plan Administrator, or Plan Administrator's designee, orally or in writing, and the Participant (or the Participant's counsel) shall have the right to review the pertinent documents.

(c) **Decision on Appeal.** The Plan Administrator, or Plan Administrator's designee, shall notify the Participant of its decision on appeal in writing within said sixty (60) day period of said decision. If the Plan Administrator, or Plan Administrator's designee, determines that there are special circumstances requiring additional time to make a decision, the Plan Administrator, or Plan Administrator's designee, shall notify the Participant of the special circumstances and the date by which a decision is expected to be made, and may extend the time for up to an additional sixty (60) days.

If it is determined that a person is not eligible for benefits or for full benefits the notice shall set forth:

- (i) the specific reasons for the denial; and

- (ii) a specific reference to the provision of the Plan on which the denial is based.

In the event of the death of a Participant, the same procedure shall be applicable to the Participant's beneficiaries.

- 6.9 **Authorization of Benefit Payments.** The Plan Administrator shall issue directions to the Employer concerning all benefits which are to be paid from the Employer's assets, pursuant to the provisions of the Plan, and shall warrant at the time the directions are provided that all such directions are in accordance with the Plan.
- 6.10 **Overpayments.** If a payment for benefits is made by the Plan in excess of the benefit to which a Covered Individual is entitled under the Plan, the Plan shall have the right to recover such overpayment from the payee. Repayment of an overpayment is a condition of participation in the Plan.
- 6.11 **Inability to Locate Payee.** If benefits are due under this Plan and the Plan Administrator is unable, after reasonable attempts to do so, to locate the Participant to whom such benefits are payable, such benefits shall be handled in accordance with applicable state law regarding unclaimed property or escheat. For purposes of the foregoing, the Plan Administrator shall be deemed to be unable to locate a Participant if a check issued for benefits payable under the Plan has been sent to the payee's last known address and has not been cashed within three (3) years of its date of issuance.
- 6.12 **Facility of Payment.** Whenever, in the Plan Administrator's opinion, a person entitled to receive any payment of a benefit or installment under the Plan is under a legal disability or is incapacitated in any way so as to be unable to manage their financial affairs, the Plan Administrator may request the Employer to make payments to such person, or the Plan Administrator may request the Employer to apply the payment for the benefit of such person in such manner as the Plan Administrator considers advisable. Any payment of a benefit, or installment, in accordance with the provisions of this Section, shall be a complete discharge of any liability for the making of such payment under the provisions of the Plan.
- 6.13 **Other Powers and Duties of the Administrator.** The Plan Administrator shall also have such other duties and powers as may be necessary to discharge its duties under the Plan including, but not limited to, the following:
- (a) discretion to construe and interpret the Plan in a non-discriminatory manner, to decide all questions of eligibility, except to the extent the eligibility determinations are governed by an insurance contract, and to determine all questions arising in the administration and application of the Plan, except to the extent such eligibility determinations are governed by an insurance contract;
 - (b) to receive from the Employer and from Participants such information as shall be necessary for the proper administration of the Plan;
 - (c) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate; and
 - (d) to appoint individuals to assist in the administration of the Plan and any other agents the Plan Administrator deems advisable, including legal and actuarial counsel. The Plan Administrator shall not have the power to add to, subtract from, or modify any of the terms of the Plan, to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a benefit under this Plan.

- 6.14 **Indemnification.** To the maximum extent allowed by, and in accordance with applicable law, the Employer shall indemnify and hold harmless any Employee that is deemed to be a fiduciary against any and all losses, claims, damages, expense (including court costs and attorneys' fees), and liability arising from the Employee's duties and responsibilities in connection with the Plan, unless the same is determined to be intentional or willful.
- 6.15 **Changes by the Plan Administrator.** If the Plan Administrator determines before or during any Plan Year that the Plan or an Available Benefit may fail to satisfy any nondiscrimination requirement imposed by the Code or any other applicable law (including any limitation on benefits provided to Key Employees), the Plan Administrator may take such action as the Plan Administrator deems appropriate, under rules uniformly applicable to similarly situated Participants, to further compliance with such requirements or limitation. Such action may include, without limitation, a modification of Elections by Highly Compensated Participants with or without consent of such Employees and/or a re-characterization within the Plan Year of benefits provided under the Plan as taxable income with or without consent of such Employees.
- 6.16 **Plan Interpretation.** This Plan will be administered in accordance with its terms. The Plan Administrator and/or a fiduciary acting as a fiduciary with respect to this Plan, to the extent that such individual or entity is acting in its fiduciary capacity, shall have the complete and final authority, responsibility, and control, in its sole discretion, to manage, administer and operate this Plan, to make factual findings, to construe the terms of this Plan, and to determine all questions arising in connection with the administration, interpretation, and application of this Plan, including, but not limited to, the eligibility and coverage of individuals and the authorization or denial of payment or reimbursement of benefits. All determinations and decisions will be binding on this Plan, Covered Individuals, claimants, and all interested parties.

ARTICLE VII.
PLAN AMENDMENT AND TERMINATION

- 7.1 **Amendments.** The Employer reserves the right to amend the Plan, or any portion of the Plan, at any time. The Employer expressly may make any amendment it determines necessary or desirable, with or without retroactive effect, to comply with the law. Such amendments shall not affect any right to benefits that accrued prior to such amendment. Such amendment shall be made in writing and in accordance with Section 8.4.
- 7.2 **Employer's Right to Terminate.** Although the Employer expects the Plan to be maintained for an indefinite time, the Employer reserves the right to terminate the Plan or any portion of the Plan at any time. In the event of the dissolution, merger, consolidation, or reorganization of the Employer, the Plan shall terminate unless the Plan is continued by a successor to the Employer in accordance with the resolution of such successor's managing body. Such termination shall not affect any right to benefits that accrued prior to any termination. Such action shall be taken in writing and in accordance with Section 8.4.

**ARTICLE VIII.
GENERAL PROVISIONS**

- 8.1 **Plan Not a Contract of Employment.** The Plan is not an employment contract and does not assure the continued employment of any Employee or Participant for any period of time. Nothing contained in the Plan shall interfere with the Employer's right to discharge an Employee or Participant at any time, regardless of the effect such discharge may have upon the individual as a Participant in this Plan.
- 8.2 **No Right to Employer's Assets.** No Employee, Participant or beneficiary thereof shall have any right to, or interest in, any assets of the Employer upon termination of employment, or otherwise except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee, Participant or beneficiary thereof. In addition, the Claims Administrator shall not be liable in any manner for such payments.
- 8.3 **Non-Alienation of Benefits.** Benefits payable under this Plan shall not be subject to anticipation, alienation, sale, transfer, execution, or levy of any kind either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a Spouse or former Spouse, or for any other relative of the Participant, prior to actually being received by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable under the Plan shall be void. The Employer, Plan Administrator and/or Claims Administrator shall not in any manner be made liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under the Plan.
- 8.4 **Action by Employer.** Whenever the Employer, under the terms of this Plan, is permitted or required to do or perform any act or matter or thing, it shall be done and performed by the managing body of the Employer or such representatives of the Employer as the managing body may designate.
- 8.5 **No Guarantee of Tax Consequences.** Notwithstanding any provision in this Plan to the contrary, neither this Plan nor the Employer make any commitment or guarantee that any amounts paid to or on behalf of a Participant under this Plan will be excludable from the Participant's gross income for federal or state income tax purposes. It shall be the obligation of each Participant to determine whether each payment is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable.
- 8.6 **Indemnification of Employer by Participants.** To the maximum extent allowed by, and in accordance with, applicable law, if any Participant receives one or more payments or reimbursements under this Plan that are not for eligible expenses, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payment or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.
- 8.7 **Benefits Provided Through Third Parties.** In the case of any Available Benefit provided through a third party (e.g., an insurance company pursuant to a contract or policy with that third party), if there is any conflict or inconsistency between the description of benefits contained in this Plan and the contract or policy, the terms of the contract or policy shall control, unless prohibited by applicable law or specifically addressed in this Plan.

- 8.8 **Mistakes and Errors.** It is recognized that in the administration of the Plan, certain administrative and accounting errors may be made or situations may arise by reason of factual errors in information supplied to the Employer or the Plan Administrator. The Employer and/or the Plan Administrator shall have the power to take such equitable steps as may be necessary to correct the mathematical, accounting or factual errors, as they, in their sole discretion, determine(s) to be appropriate.
- 8.9 **Limitation on Liability.** The Employer does not guarantee benefits payable under any insurance policy or other similar contract described or referred to herein, and any benefits thereunder shall be the exclusive responsibility of the Insurer or other entity that is required to provide such benefits under such policy or contract.
- 8.10 **Governing Law.** This Plan shall be construed and enforced according to the laws of the State of Minnesota except to the extent preempted by federal law.
- 8.11 **Family and Medical Leave Act of 1993.** Notwithstanding any provision of this Plan to contrary, this Plan shall be operated and maintained in a manner consistent with the Family and Medical Leave Act of 1993 ("FMLA") and the Employer's FMLA policy required thereunder.
- 8.12 **Uniformed Services Employment and Reemployment Rights Act of 1994.** Notwithstanding any provision of this Plan to the contrary, this Plan shall be operated and maintained in a manner consistent with the Uniformed Services Employment and Reemployment Act of 1994 ("USERRA"), and the Plan Administrator may, within the parameters of the law, establish uniform policies by which to provide such continuation coverage required by USERRA and such policies shall be incorporated herein by reference.
- 8.13 **Genetic Information Nondiscrimination Act of 2008.** Notwithstanding any provision of this Plan to contrary, this Plan shall be operated and maintained in a manner consistent with the Genetic Information Nondiscrimination Act of 2008 ("GINA").

**ARTICLE IX.
GROUP MEDICAL BENEFITS**

- 9.1 **Purpose.** The purpose of this Article is to provide for the pre-tax payment opportunity for Group Medical Benefits under this Plan as an Available Benefit. The Employer provides Group Medical Benefits through one or more “plans” within the meaning of Sections 105 and 106 of the Code.
- 9.2 **Separate Written Plan.** For purposes of Sections 105 and 106 of the Code, this Article shall constitute a separate written plan providing for the reimbursement or direct payment of Insurance Premium expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.
- 9.3 **Definitions.**
- (a) **Dependent** means an individual (e.g., Spouse, child, domestic partner, etc.) who qualifies as a “dependent” under the terms and conditions of the applicable plan document governing the Group Medical Benefits.
 - (b) **Group Medical Benefits** means the medical coverage made available by the Employer to which the Insurance Premiums relate. It does not include individual Insurance Contracts.
 - (c) **HMO** means a health maintenance organization authorized to do business in the state in which it operates with which an agreement has been entered for the purpose of providing benefits under the Plan.
 - (d) **Highly Compensated Individual** means an individual who is highly compensated as defined in Section 105(h)(5) of the Code.
 - (e) **Insurance Contract** means (1) any insurance contract secured from an insurance company or HMO authorized to do business in the state in which such contract is issued, which has been obtained for the purpose of providing benefits under this portion of the Plan; or (2) a self-insured plan administered by a third party.
 - (f) **Insurance Premiums** means the amount that an Employee must pay on a periodic basis in return for coverage under the Insurance Contract, including continuation coverage under the Insurance Contract.
- 9.4 **Terms, Conditions and Limitations.** The Employer shall secure the necessary Insurance Contract. Coverage shall begin, benefits shall be provided, and coverage shall terminate in accordance with the applicable Insurance Contracts. Such Insurance Contracts are expressly incorporated into and made part of this Plan.
- 9.5 **Payments.** The Plan Administrator shall make Insurance Premium payments for the Group Medical Benefits on behalf of the Participant in an amount necessary to provide the benefit applicable to the Participant under this portion of the Plan for the applicable Plan Year. Such payments shall be made from Employer Contributions, if any, provided by the Employer under the Plan and, if necessary, contributions made in accordance with the salary reduction arrangement and other arrangements applicable to the Participant under the terms of the Plan. The appropriate portions shall depend on the coverage elected by the Participant. The Plan Administrator shall also make such payments on behalf of the Participant’s Dependents who are enrolled in the Group Medical Benefits. To the extent a Dependent is provided coverage under the Group Medical Benefits and that Dependent is not the Participant’s Spouse or Tax Dependent, the tax consequence of such coverage shall be addressed as described in Section 4.2.

- 9.6 **Nondiscrimination.** To the extent the Group Medical Benefits are subject to Section 105(h) of the Code or Section 2716 of the Public Health Services Act, they shall not discriminate in favor of Highly Compensated Individuals with respect to eligibility to participate or benefits. If the Plan Administrator determines that this portion of the Plan is or may be discriminatory, the Plan Administrator may take action permitted by law to avoid such a result as described in Section 6.15.
- 9.7 **Medical Child Support Orders.** Notwithstanding any provision of this Plan to the contrary, this Plan shall recognize child support orders regarding coverage under the Group Medical Benefits to the extent required by applicable law.
- 9.8 **Continuation of Coverage.** Continued coverage shall be provided under the Group Medical Benefits as required under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended. The Plan Administrator may, within the parameters of the law, establish uniform policies by which to provide such continuation coverage required by COBRA, which shall be incorporated herein by reference. There shall also be compliance with state laws concerning continuation of coverage to the extent not preempted by federal law.
- 9.9 **HIPAA.** The Group Medical Benefits shall comply with the Privacy Rules and Security Rules under HIPAA (if applicable) as further provided in the Insurance Contract. In addition, the Group Medical Benefits shall comply with the portability requirements under HIPAA.

**ARTICLE X.
DEPENDENT CARE EXPENSE REIMBURSEMENT PLAN**

- 10.1 **Purpose.** The purpose of this Article is to provide Participants with the opportunity to be reimbursed for eligible Dependent Care Expenses under this Plan as an Available Benefit under the Plan. This Article is intended to qualify as a “dependent care assistance program” under Section 129 of the Code so that payments received under this portion of the Plan are excludable from the gross income of the Participant under Section 129(a) of the Code.
- 10.2 **Separate Written Plan.** For purposes of Section 129 of the Code, this Article shall constitute a separate written plan providing reimbursement of certain Dependent Care Expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.
- 10.3 **Definitions.**
- (a) **Claims Run-Out Period** means the period beginning on the first day following the close of the Claims Grace Period and ending sixty (60) days later.
 - (b) **Dependent Care Account (“DC Account”)** means the record keeping account established by the Plan Administrator for each Plan Year for each Participant from whom an Election to create such an account is received.
 - (c) **Dependent Care Center** shall have the meaning given such term in Sections 21(b)(2)(C) and 21(b)(2)(D) of the Code: a facility that (1) complies with all applicable laws and regulations of the state and town, city or village in which it is located; (2) provides care for more than six individuals (other than individuals who reside at the facility); and (3) receives a fee, payment or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit).
 - (d) **Dependent Care Expenses** means amounts paid by the Participant for services that would be considered employment-related expenses under Section 21(b)(2) of the Code, any applicable proposed or final regulations issued thereunder, or any guidance issued by the IRS interpreting or applying any of the foregoing. Employment-related expenses for purposes of this Plan include expenses incurred to enable a Participant to be Gainfully Employed during any period for which there are one or more Qualifying Individuals with respect to the Participant for (1) household services, and (2) care of a Qualifying Individual. However, employment-related expenses which are incurred for services outside the Participant’s household shall be considered Dependent Care Expenses only if incurred for the care of a Qualifying Individual described in Section 10.3(i)(1)(i) below or a Qualifying Individual not described in Section 10.3(i)(1)(i) below who regularly spends at least eight (8) hours each day in the Participant’s household. Dependent Care Expenses do not include expenses which are incurred for services provided by a Dependent Care Center if such center does not comply with all applicable laws and regulations of the applicable State or other unit of local government which regulates the center. In addition, Dependent Care Expenses shall not include any amounts paid to an individual who:
 - (1) is a child of such Participant (within the meaning of Section 152(f)(1) of the Code) who is under the age of nineteen (19) at the close of such taxable year;
 - (2) with respect to whom, for such taxable year, a deduction is allowable under Section 151(c) of the Code (relating to personal exemptions for dependents) to such Participant or the Spouse of such Participant;
 - (3) is the Spouse of the Participant at any time during the taxable year; or

- (4) is the parent of the Participant's child who is a Qualifying Individual.
- (e) **Earned Income** shall have the meaning given such term in Section 32(c)(2) of the Code (which refers to wages, salaries, tips and other Employee Compensation as well as net earnings from self-employment), but shall not include any amounts reimbursed by the Employer under this portion of the Plan. Further, if a Participant's Spouse is a Student or incapable of caring for himself or herself, the provisions of Section 21(d)(2) of the Code shall apply in determining the Earned Income of that Spouse. Generally, this Section provides that a Spouse of a Participant shall be deemed to have Earned Income of not less than \$250 per month if there is one Qualifying Individual with respect to the Participant or \$500 per month if there are two or more Qualifying Individuals with respect to the Participant.
- (f) **Gainfully Employed** means the earning of income for services performed or the period of active search for gainful employment. Nominal reimbursement for volunteer work is not considered gainful employment.
- (g) **Highly Compensated Employees** means Employees who are "highly compensated" as defined in Section 414(q) of the Code.
- (h) **Non-Highly Compensated Participants** means Employees who are not Highly Compensated Employees.
- (i) **Qualifying Individual** means a person for whom expenses can be submitted for reimbursement.
- 1) A Qualifying Individual is:
- i) the Participant's "qualifying child" under Section 152 of the Code who is under age thirteen (13);
 - ii) the Participant's "qualifying child" under Section 152 of the Code (determined without regard to Sections 152(b)(1) and (b)(2) of the Code) who is mentally or physically unable to care for himself or herself;
 - iii) the Participant's "qualifying relative" under Section 152 of the Code (determined without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) who: (1) is mentally or physically unable to care for himself or herself; and (2) has the same principal place of abode as the Participant for at least one-half of the year; or
 - iv) the Participant's Spouse who: (1) is mentally or physically unable to care for himself or herself; and (2) has the same principal place of abode as the Participant for at least one-half of the year
- 2) With the exception of two parents that file income taxes jointly, only one person is entitled to treat the child as a Qualifying Individual. Where multiple people are involved, there two special rules to determine which person is entitled to treat the child as a Qualifying Individual.
- i) **Divorced or Separated Parents, or Parents Living Apart.** If a child's parents are divorced, legally separated, separated pursuant to a written agreement, or live apart at all times during the last six (6) months of the

calendar year, a special rule applies if: (i) the child is under age 13 or is mentally or physically unable to care for himself or herself; (ii) the child receives more than 50% of his or her support from the parents (in aggregate); and (iii) the child resides with the parents (in aggregate) for more than 50% of the year. In such situations, the child is the Qualifying Individual of the custodial parent even if the custodial parent has released the right to claim the child as a dependent. The custodial parent is the parent identified in Section 152(e) of the Code (i.e., generally the parent with whom the child resides for the greater number of nights during the calendar year or, if the child resides with both parents for an equal number of nights, the parent with the higher adjusted gross income for the year).

- ii) **Two or More Persons Claiming a Child as a Qualifying Individual.** If the special rule described above regarding divorce, etc. does not apply, the special tie-breaker rules of Section 152(c)(4) of the Code may apply. If an individual is a qualifying child (as defined in Section 152 of the Code) with respect to more than one person, then:
- a. If both persons are the individual's parents and they file a joint federal income tax return, the child is the Qualifying Individual of both parents.
 - b. If both persons are the individual's parents and they file separate federal income tax returns, then the child is the Qualifying Individual of the parent with whom the child resided for the longest period of time during the calendar year (or, if child resides with both parents for the same amount of time during the year, the parent with the highest adjusted gross income for the year). However, if that parent (i.e., the custodial parent or the parent with the highest adjusted gross income) does not claim the child as a qualifying child (as defined in Section 152 of the Code) for any purpose (i.e., a dependent care expense reimbursement program, the earned income credit, the dependency deduction, the child tax credit, and the dependent care credit), then the child is the Qualifying Individual of the other parent (i.e., the non-custodial parent or the parent with the lowest adjusted gross income). This is the one person that is entitled to treat the child as a Qualifying Individual.
 - c. If one person is the individual's parent and the other is not, the child is the Qualifying Individual of the parent. However, if the parent does not claim the child as a qualifying child (as defined in Section 152 of the Code) for any purpose (i.e., a dependent care expense reimbursement program, the earned income credit, the dependency deduction, the child tax credit, and the dependent care credit), then the child is the Qualifying Individual of the other person (i.e., the non-parent). This is the one person that is entitled to treat the child as a Qualifying Individual.
 - d. If neither person is the individual's parent, the child is the Qualifying Individual of the person with the highest adjusted gross income for the year in question. However, if that person does not claim the child as a qualifying child (as defined in Section 152 of the Code) for any purpose (i.e., a dependent care expense

reimbursement program, the Earned Income credit, the dependency deduction, the child tax credit, and the dependent care credit), then the child is the Qualifying Individual of the other person (i.e., the person with the lowest adjusted gross income). This is the one person that is entitled to treat the child as a Qualifying Individual.

- (j) **Student** shall have the meaning provided in Section 21(e)(7) of the Code which means an individual who during each of five (5) calendar months during the taxable year is a full time student at an educational organization which normally maintains a regular facility and curriculum and normally has a regularly enrolled body of students in attendance at the place where its educational activities are regularly carried on as provided in Sections 21(e)(8) and 170(b)(1)(A)(ii) of the Code.
- 10.4 **Dependent Care Account.** The DC Account will be credited as of each date contributions are made pursuant to Article IV with a pro-rated portion of the Participant's Election for the Plan Year. A Participant's DC Account will be decreased from time to time in the amount of payments made to the Participant for eligible Dependent Care Expenses incurred during the Plan Year and Claims Grace Period.
- 10.5 **Claims Determination.** Claim submission, determination, and appeals shall be handled in accordance with Article VI.
- 10.6 **Incurred Expenses.** To be reimbursable, an eligible Dependent Care Expense must have been incurred after participation in this portion of the Plan began and during the Plan Year or Claims Grace Period for which reimbursement is claimed. An expense is "incurred" when the Participant is provided with the care which gives rise to the eligible Dependent Care Expense, not when the service is billed or paid. Reimbursement shall not be made for future or projected expenses.
- 10.7 **Claims Grace Period.** An eligible expense incurred Claims Grace Period shall be deemed to have been incurred for purposes of both the preceding Plan Year and the current Plan Year.
- (a) **Processing of Claims.** Claims incurred during the Claims Grace Period, and submitted prior to the close of the Claims Run-Out Period, shall be first allocated to and reimbursed from the Participant's DC Account for the preceding Plan Year until such DC Account balance is exhausted. Thereafter, any such claims shall be allocated to and reimbursed from the Participant's DC Account for the current Plan Year. Claims incurred during the Claims Grace Period will be allocated based upon the date the claim is received. Once a claim is allocated, there shall be no changes, modifications, or adjustments to the allocation of the account. In accordance with this part (a), a claim incurred during the preceding Plan Year and submitted during the Claims Run-Out Period will be processed subsequent to a previously submitted claim incurred during the Claims Grace Period, even if the account from the preceding Plan Year is exhausted by reimbursement of the claim incurred during the Claims Grace Period.
- (b) **Elections.** No adjustment to a Participant's election for the current Plan Year shall be made or allowed based upon the amount of claims reimbursed from the prior Plan Year's account in accordance with part (a) hereof.
- 10.8 **Reimbursement of Expense.** The Participant shall be reimbursed as specified in Article VI from the Participant's DC Account for eligible Dependent Care Expenses incurred during the applicable Plan Year and Claims Grace Period for which the Participant submits the documentation required under Article VI. In no case shall a payment be made which exceeds the balance in the Participant's DC Account at the time reimbursement is processed. Claims for reimbursement with respect to a

Plan Year must be submitted prior to the close of the Claims Run-Out Period for such Plan Year and Claims Grace Period.

If a claim for reimbursement exceeds the available balance in the Participant's DC Account, the excess part of the claim will be carried over and paid as the Participant's DC Account becomes adequate. Under no circumstances (a) will any balance remaining in a Participant's DC Account at the end of the Claims Grace Period be carried over to the next Plan Year, or (b) will an otherwise eligible Dependent Care Expense be carried over to the next Plan Year.

10.9 **Maximum Reimbursement.** The maximum reimbursement which a Participant may receive in a tax year under this portion of the Plan shall be the lesser of:

- (a) the Participant's Earned Income for the tax year;
- (b) the actual or deemed Earned Income of the Participant's Spouse for the tax year; or
- (c) \$5,000 (or in the case of a Participant who is married and filing a separate income tax return from his or her Spouse, \$2,500).

This maximum includes the Employer Contribution, if any, DC Account forfeitures and the Participant's salary reduction. If a Participant is married and the Spouse of the Participant also participates in a dependent care program under Section 129 of the Code, the combined reimbursements may not exceed the limits described above for the tax year. It shall be the Participant's responsibility to monitor the combined reimbursements.

10.10 **Reimbursement Upon Termination of Participation.** If an individual ceases to be a Participant in this portion of the Plan during a Plan Year, no further contributions will be credited to the DC Account. A Participant shall be able to obtain reimbursements for eligible expenses incurred both while he/she was a Participant and during the remainder of the Plan Year and associated Grace Period if a claim for such expense is submitted prior to the close of the Claims Run-out Period for the Plan Year in which participation terminates.

10.11 **Participant's Death.** In the event a Participant dies having incurred an eligible Dependent Care Expense which (a) would have been reimbursable out of the Participant's DC Account had the Participant not died, and (b) for which a person or the Participant's estate has paid for or assumed liability, reimbursement may be made to that person or the estate for that payment or assumption. The remainder of the Participant's DC Account shall be forfeited in accordance with Section 5.7.

10.12 **Nondiscrimination.** This portion of the Plan shall not discriminate in favor of Highly Compensated Employees or their Dependents with respect to eligibility, contributions or benefits. The average eligible Dependent Care Expenses paid to Non-Highly Compensated Employees shall be at least fifty-five (55%) of the average eligible Dependent Care Expenses paid to Highly Compensated Employees. If benefits are provided through salary reduction agreements, Employees with annual compensation less than \$25,000 may be excluded. If the Plan Administrator determines that the Plan is or will be discriminatory, the Plan Administrator may take any action permitted by law to avoid such result in accordance with Section 6.15. If this portion of the Plan fails any applicable nondiscrimination requirements, Highly Compensated Employees shall have taxable income imputed to the extent required by law.

10.13 **DC Account Forfeiture.** Amounts attributed to a Participant's DC Account for any Plan Year shall be used only to reimburse the Participant for eligible Dependent Care Expenses incurred during such Plan Year and Claims Grace Period. Any balance remaining in a Participant's DC Account for a Plan Year shall be forfeited following the end of the Claim Run-Out Period and shall be forfeited in accordance with Section 5.7. The Plan Administrator may extend this period in the event the

Participant cannot obtain proper documentation until after the expiration of the period. Such forfeited amount shall not be distributed in cash, carried over to the next Plan Year or used by the Participant for any other purpose.

- 10.14 **Dependent Care Limitations.** Reimbursement or payment of eligible Dependent Care Expenses shall be made to the Participant only in the event and to the extent that such reimbursement or payment is: (1) not otherwise provided under any insurance policy, whether the premium on such policy is paid by the Employer or an individual, and (2) not provided for or reimbursable under any other plan or policy.
- 10.15 **Reporting and Disclosure.** Each Participant must be furnished with a written statement showing the amounts paid under this portion of the Plan by an Employer on behalf of the Participant for a calendar year. The statement must be furnished before January 31st of the following year. If the actual amount paid is not known by this deadline, the Employer may report a reasonable estimate of the amounts paid under this portion of the Plan.

**ARTICLE XI.
MEDICAL EXPENSE REIMBURSEMENT PLAN**

- 11.1 **Purpose.** The purpose of this Article is to provide Participants with the opportunity to be reimbursed for certain eligible Medical Expenses as an Available Benefit under the Plan. This Article is intended to qualify as a self-insured medical reimbursement plan under Section 105 of the Code so that payments received under this portion of the Plan are excludable from the gross income of the Participant under Section 105(b) of the Code.
- 11.2 **Separate Written Plan.** For purposes of Section 105 of the Code, this Article shall constitute a separate written plan providing for the reimbursement of certain Medical Expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.
- 11.3 **Definitions.**
- (a) **Claims Run-Out Period** means the period beginning on the first day following the close of the Claims Grace Period and ending sixty (60) days later.
 - (b) **Dependent** means Tax Dependent.
 - (c) **Highly Compensated Individual** means an individual who is highly compensated as defined in Section 105(h)(5) of the Code.
 - (d) **Medical Expense** means an expense incurred during the applicable Plan Year by a Participant, Spouse, or Dependent for medical care as defined in Sections 213(d) and 106(f) of the Code, excluding premiums for health coverage and long-term care coverage. Medical care generally refers to the diagnosis, cure, treatment, or prevention of disease or for the purpose of affecting any structure or function of the body. Also included, are reasonable transportation expenses for and essential to medical care. "Medical Expense" includes over-the-counter drugs and medicines that constitute medical care under Code Section 213(d) and menstrual care products as allowed by Section 106(f) of the Code.
 - (e) **Medical Expense Account ("ME Account")** means the record keeping account established by the Plan Administrator for each Plan Year for each Participant from whom an Election to create such an account is received.
- 11.4 **Medical Expense Account.** The ME Account will be credited with the amount elected by the Participant and the amount of the carryover, if any, at the beginning of the Plan Year. A Participant's ME Account will be decreased from time to time in the amount of payments made to the Participant for eligible Medical Expenses incurred during the Plan Year and the Claims Grace Period.
- 11.5 **Claims Determination.** Claim submission, determination, and appeals shall be handled in accordance with Article VI.
- 11.6 **Incurred Expenses.** To be reimbursable, an eligible Medical Expense must have been incurred after participation in this portion of the Plan began and during the Plan Year for which reimbursement is claimed. An expense is "incurred" when the Participant is provided with the care which gives rise to the eligible Medical Expense, not when the service is billed or paid. Reimbursement shall not be made for future projected expenses.
- 11.7 **Claims Grace Period.** An eligible expense incurred Claims Grace Period shall be deemed to have been incurred for purposes of both the preceding Plan Year and the current Plan Year.

- (a) **Processing of Claims.** Except as otherwise provided in Section 6.7(b), claims incurred during the Claims Grace Period, and submitted prior to the close of the Claims Run-Out Period, shall be first allocated to and reimbursed from the Participant's ME Account for the preceding Plan Year until such ME Account balance is exhausted. Thereafter, any such claims shall be allocated to and reimbursed from the Participant's ME Account for the current Plan Year. Claims incurred during the Claims Grace Period will be allocated based upon the date the claim is received. Once a claim is allocated, there shall be no changes, modifications, or adjustments to the allocation of the account. In accordance with this part (a), a claim incurred during the preceding Plan Year and submitted during the Claims Run-Out Period will be processed subsequent to a previously submitted claim incurred during the Claims Grace Period, even if the account from the preceding Plan Year is exhausted by reimbursement of the claim incurred during the Claims Grace Period.
- (b) **Elections.** No adjustment to a Participant's election for the current Plan Year shall be made or allowed based upon the amount of claims reimbursed from the prior Plan Year's account in accordance with part (a) hereof.

- 11.8 **Reimbursement of Expense.** The Participant shall be reimbursed as specified in Article VI from the Participant's ME Account for eligible Medical Expenses incurred during the applicable Plan Year and the Claims Grace Period for which the Participant submits the documentation required under Article VI. An amount up to the sum of the Participant's Election, reduced as of any particular time for prior reimbursements for the same Plan Year and the Claims Grace Period, shall be available for reimbursement at all times during the Plan Year and the Claims Grace Period. Claims for reimbursement within a Plan Year and Claims Grace Period must be submitted prior to the close of the Claims Run-Out Period for such Plan Year and the Claims Grace Period.

In no case shall a payment be made which exceeds the balance in the Participant's ME Account at the time reimbursement is processed. If a claim for reimbursement exceeds the balance in the Participant's ME Account, the excess part of the claim will be denied. Under no circumstances (a) will any balance remaining in a Participant's ME Account at the end of the Claims Grace Period be carried over to the next Plan Year, or (b) will an otherwise eligible Medical Expense be carried over to the next Plan Year.

NOTE: In accordance with IRS Notice 2002-45, a Medical Expense that is also reimbursable under the Employer's health reimbursement arrangement ("HRA") must typically be reimbursed first from the HRA plan. However, if the HRA provides that it does not reimburse such expenses until the Participant's ME Account is exhausted (i.e., that it is secondary to the Medical Expense Reimbursement Plan), then an eligible Medical Expense may be reimbursed from the Participant's ME Account prior to exhaustion of the Participant's HRA account. In either case, once the Participant's account balance under the primary plan has been exhausted, then the eligible Medical Expense, or any portion of the eligible Medical Expense that has not been reimbursed by the primary plan, may be reimbursed by the other plan.

- 11.9 **Maximum Reimbursement.** The maximum reimbursement a Participant may receive for a Plan Year under this portion of the Plan shall be the indexed maximum on salary reduction contributions to a health flexible spending account that applies under Code Section 125(i). The maximum reimbursement amount applies to the Participant, Spouse, and Dependent children on an aggregate basis, not an individual basis.
- 11.10 **Reimbursement Upon Termination of Participation.** If an individual ceases to be a Participant in this portion of the Plan, coverage shall cease (which means that reimbursements shall cease) unless benefits under the Plan are continued as provided in Section 11.15. A Participant's shall be able to obtain reimbursements for eligible expenses incurred while he/she

was a Participant if a claim for such expense is submitted prior to the close of the Claims Run-out Period for the Plan Year in which participation terminates.

- 11.11 **Participant's Death.** In the event a Participant dies having incurred an eligible Medical Expense (a) which would have been reimbursable out of the Participant's ME Account had the Participant not died, and (b) for which a person or the Participant's estate has paid for or assumed liability for the expense, reimbursement may be made to that person or the estate for that payment or assumption. The remainder of the Participant's ME Account shall be forfeited in accordance with Section 5.7.
- 11.12 **Nondiscrimination.** This portion of the Plan shall not discriminate in favor of Highly Compensated Individuals as to eligibility to participate or benefits. If the Plan Administrator determines that this portion of the Plan is or may be discriminatory, the Plan Administrator may take action permitted by law to avoid such result as provided in Section 6.15. If the Plan fails any applicable nondiscrimination requirements, Highly Compensated Individuals shall have taxable income imputed to the extent required by law.
- 11.13 **ME Account Forfeiture.** Except as otherwise provided herein, (1) amounts attributed to a Participant's ME Account for any Plan Year shall be used only to reimburse the Participant for eligible Medical Expenses incurred during such Plan Year and the Claims Grace Period, and (2) any balance remaining in a Participant's ME Account for a Plan Year shall be forfeited following the end of Claims Run-Out Period in accordance with Section 5.7. The Plan Administrator may extend this period in the event the Participant cannot obtain proper documentation until after the expiration of the period. Such forfeited amount shall not be distributed in cash, carried over to the next Plan Year or used by the Participant for any other purpose.
- 11.14 **Medical Child Support Orders.** Notwithstanding any provision of this Plan to the contrary, this Plan shall recognize child support orders regarding coverage under the Medical Expense Reimbursement Plan to the extent required by applicable law.
- 11.15 **Continuation of Coverage.** Continued coverage shall be provided under the Medical Expense Reimbursement Plan as required under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended. The Plan Administrator may, within the parameters of the law, establish uniform policies by which to provide such continuation coverage required by COBRA, which shall be incorporated herein by reference.
- 11.16 **HIPAA.** The Medical Expense Reimbursement Plan shall comply with the Privacy Rules and Security Rules under HIPAA (if applicable) as further provided in Article XVII.
- 11.17 **Further Limitations on Benefits.**
- (a) This Article does not cover expenses incurred for any loss caused by or resulting from injury or disease for which benefits are payable under any worker's compensation law or other employer, union, association or governmental sponsored group insurance plan.
 - (b) This Article does not cover expenses incurred for any loss caused by or resulting from injury or disease for which benefits are received by the Participant, the Participant's Spouse or the Participant's Dependent under any health and accident insurance policy or program,

whether or not premiums are paid by the Employer or the Participant, the Participant's Spouse or the Participant's Dependent child.

- (c) Amounts reimbursed under a dependent care assistance program described in Section 129 of the Code shall not be reimbursed under this Plan.
- (d) A Participant in the Plan may not participate under this Article and contribute to a health savings account ("HSA") within the meaning of Section 223 of the Code.

11.18 **Patient Protection and Affordable Care Act.** The Medical Expense Reimbursement Plan is intended to be an excepted benefit under HIPAA because:

- (a) all Participants of this Available Benefit are eligible for Group Medical Benefits, and
- (b) the maximum reimbursement available does not exceed the greater of (1) two times the Participant's salary reduction election or (2) the Participant's salary reduction election plus \$500.

Accordingly, certain mandates of the Patient Protection and Affordable Care Act, as amended, including the preventative care mandate, do not apply to the Medical Expense Reimbursement Plan.

**ARTICLE XII.
GROUP DENTAL BENEFITS**

- 12.1 **Purpose.** The purpose of this Article is to provide for the pre-tax payment opportunity for Group Dental Benefits under this Plan as an Available Benefit. The Employer provides Group Dental Benefits through one or more “plans” within the meaning of Sections 105 and 106 of the Code.
- 12.2 **Separate Written Plan.** For purposes of Sections 105 and 106 of the Code, this Article shall constitute a separate written plan providing for the reimbursement or direct payment of Insurance Premium expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.
- 12.3 **Definitions.**
- (a) **Dependent** means an individual (e.g., Spouse, child, domestic partner, etc.) who qualifies as a “dependent” under the terms and conditions of the applicable plan document governing the Group Dental Benefits.
 - (b) **DMO** means a dental maintenance organization authorized to do business in the state in which an agreement has been entered for the purpose of providing benefits under this portion of the Plan.
 - (c) **Group Dental Benefits** means the dental coverage made available by the Employer to which the Insurance Premiums relate. It does not include individual Insurance Contracts.
 - (d) **Highly Compensated Individual** means an individual who is highly compensated as defined in Section 105(h)(5) of the Code.
 - (e) **Insurance Contract** means (1) any insurance contract secured from an insurance company or DMO authorized to do business in the state in which such contract is issued, which has been obtained for the purpose of providing benefits under this portion of the Plan; or (2) a self-insured plan administered by a third party.
 - (f) **Insurance Premiums** means the amount that an Employee must pay on a periodic basis in return for coverage under the Insurance Contract, including continuation coverage under the Insurance Contract.
- 12.4 **Terms, Conditions and Limitations.** The Employer shall secure the necessary Insurance Contracts. Coverage shall begin, benefits shall be provided, and coverage shall terminate in accordance with the applicable Insurance Contracts. Such Insurance Contracts are expressly incorporated into and made part of this Plan.
- 12.5 **Payments.** The Plan Administrator shall make Insurance Premium payments for the Group Dental Benefits on behalf of the Participant in an amount necessary to provide the benefit applicable to the Participant under this portion of the Plan for the applicable Plan Year. Such payments shall be made from Employer Contributions, if any, provided by the Employer under the Plan and, if necessary, contributions made in accordance with the salary reduction arrangement and other arrangements applicable to the Participant under the terms of the Plan. The appropriate portions shall depend on the coverage elected by the Participant. The Plan Administrator shall also make such payments on behalf of the Participant’s Dependents who are enrolled in the Group Dental Benefits. To the extent a Dependent is provided coverage under the Group Dental Benefits and that Dependent is not the Participant’s Spouse or Tax Dependent, the tax consequence of such coverage shall be addressed as described in Section 4.2.

- 12.6 **Nondiscrimination.** To the extent this portion of the Plan is subject to Section 105(h) of the Code, it shall not discriminate in favor of Highly Compensated Individuals with respect to eligibility to participate or benefits. If the Plan Administrator determines that this portion of the Plan is or may be discriminatory, the Plan Administrator may take action permitted by law to avoid such a result as described in Section 6.15. If this portion of the Plan fails any applicable nondiscrimination requirements, Highly Compensated Individuals shall have taxable income imputed to the extent required by law.
- 12.7 **Medical Child Support Orders.** Notwithstanding any provision of this Plan to the contrary, this Plan shall recognize child support orders regarding coverage under the Group Dental Benefits to the extent required by applicable law.
- 12.8 **Continuation of Coverage.** Continued coverage shall be provided under the Group Dental Benefits as required under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended. The Plan Administrator may, within the parameters of the law, establish uniform policies by which to provide such continuation coverage required by COBRA, which shall be incorporated herein by reference. There shall also be compliance with state laws concerning continuation of coverage to the extent not preempted by federal law.
- 12.9 **HIPAA.** The Group Dental Benefits shall comply with the Privacy Rules and Security Rules under HIPAA (if applicable) as further provided in the Insurance Contract.

**ARTICLE XIII.
GROUP TERM LIFE AND ACCIDENTAL
DEATH & DISMEMBERMENT (“AD&D”) BENEFITS**

- 13.1 **Purpose.** The purpose of this Article is to provide for the pre-tax payment opportunity for Group Term Life and Accidental Death & Dismemberment (“AD&D”) Benefits under this Plan as an Available Benefit. The Employer provides Group Term Life and AD&D Benefits through one or more “plans” within the meaning of Sections 79, 105, and 106 of the Code.

| |
|--|
| <p>Note: This Article does not permit pre-tax payment of Insurance Premiums for coverage other than for a Participant (e.g., no spousal or dependent coverage).</p> |
|--|

- 13.2 **Separate Written Plan.** For purposes of Sections 79, 105 and 106 of the Code, this Article shall constitute a separate written plan providing for the reimbursement or direct payment of Insurance Premium expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.

13.3 **Definitions.**

- (a) **Group Term Life and AD&D Benefits** means the group term life and accidental death and dismemberment insurance coverage made available by the Employer to which the Insurance Premiums relate. It does not include individual Insurance Contracts.
- (b) **Insurance Contract** means any insurance contract secured from an insurance company authorized to do business in the state in which such contract is issued, which has been obtained for the purpose of providing benefits under this portion of the Plan.
- (c) **Insurance Premiums** means the amount that an Employee must pay on a periodic basis in return for group coverage under the Insurance Contract(s).

- 13.4 **Terms, Conditions and Limitations.** The Employer shall secure the necessary Insurance Contracts Coverage shall begin, benefits shall be provided, and coverage shall terminate in accordance with the applicable Insurance Contracts. Such Insurance Contracts or agreements are expressly incorporated into and made part of this Plan.

- 13.5 **Payments.** The Plan Administrator shall make Insurance Premium payments for the Group Term Life and AD&D Benefits on behalf of the Participant in an amount necessary to provide the benefit applicable to the Participant under this portion of the Plan for the applicable Plan Year. Such payments shall be made from Employer Contributions, if any, provided by the Employer under the Plan and, if necessary, contributions made in accordance with the salary reduction arrangement and other arrangements applicable to the Participant under the terms of the Plan. The appropriate portions shall depend on the coverage elected by the Participant.

- 13.6 **Limitation on Group Term Life Benefits.** The cost of group term life coverage on the Participant’s life paid by the Employer shall not be included in the Participant’s gross income to the extent the face amount of the Insurance Contract(s) does not exceed \$50,000. If the face amount of the Insurance Contract(s) paid by the Employer exceeds \$50,000, the cost of the coverage in excess of \$50,000 shall be imputed to the Participant as income in accordance with Section 79 of the Code and the Cafeteria Plan Regulations. For purposes of this limitation, coverage paid by the Participant on a pre-tax basis is considered “paid by the Employer.” Under no circumstances shall the coverage on the life of persons covered through the Participant be paid through this Plan.

- 13.7 **Tax Consequences of AD&D Benefits.** It is intended that the Insurance Premiums paid by the Employer (including pre-tax payments paid by the Participant through this portion of the Plan) for

a Participant's accidental death and dismemberment coverage shall be excluded in the Participant's gross income under Section 106 of the Code. Any benefits received as a result of the Insurance Contract under this portion of the Plan shall be included in the recipient's gross income to the extent required under the applicable provision(s) of the Code.

- 13.8 **Continuation/Conversion of Coverage.** There shall be compliance with applicable state law regarding continuation of coverage and conversion of coverage to the extent such state laws are not preempted by federal law. In addition, any continuation and conversion rights provided under the terms of the Insurance Contract(s) through which benefits are provided shall be available to the extent they are not prohibited or preempted by federal law.

**ARTICLE XV.
ADOPTION EXPENSE REIMBURSEMENT PLAN**

- 15.1 **Separate Written Plan.** For purposes of Section 137 of the Code, this Article shall constitute a separate written plan, the Adoption Expense Reimbursement Plan ("AE Plan"), providing reimbursement of Adoption Expenses. To the extent necessary, other provisions of the Plan are incorporated by reference.
- 15.2 **Purpose.** The purpose of this AE Plan is to provide Participants with the ability to be reimbursed for eligible Adoption Expenses using salary reduction contributions. The Plan is intended to qualify as an adoption assistance program under Section 137 of the Code so that payments received under the Plan may be excludable from the gross income of the Participant in accordance with Section 137(a) of the Code. Notwithstanding the foregoing, benefits provided under this AE Plan are generally subject to FICA. Furthermore, the Employer makes no guarantee regarding whether and when benefits provided under this AE Plan will be excluded from a Participant's income.
- 15.3 **Definitions.**
- (a) **Adoption Expense Account ("AE Account")** means the record keeping account established by the Plan Administrator for each Plan Year for each Participant from whom an Election to create such an account is received.
 - (b) **Adoption Expense** means a qualified adoption expense under Section 137 of the Code incurred during the applicable Plan Year by a Participant including adoption fees, court costs, attorney fees, and other expenses that: (i) are directly related to, and the principal purpose of which is for, the legal adoption of an Eligible Child by the Participant; (ii) are not incurred in violation of state or federal law or in carrying out any surrogate parenting arrangement; and (iii) are not expenses in connection with the adoption of a child who is the child of the Participant's Spouse.
 - (c) **Claims Run-Out Period** means the period beginning on the first day following the close of the Plan Year and ending sixty (60) days later.
 - (d) **Eligible Child** means any individual who has not attained age 18 or who is physically or mentally incapable of caring for himself or herself.
- 15.4 **Adoption Expense Account.** The AE Account will be credited as of each date Compensation is paid to the Participant with an amount equal to the allocation, if any, which the Participant has elected. A Participant's AE Account will be decreased from time to time in the amount of payments made to the Participant for eligible Adoption Expenses incurred during the Plan Year and Claims Grace Period.
- 15.5 **Claims for Reimbursement.** Claim submission, determination, and appeals shall be handled in accordance with Article VI of the Plan.
- 15.6 **Incurred Expenses.** To be reimbursable, an eligible Adoption Expense must have been incurred after participation in this portion of the Plan began and during the Plan Year or Claims Grace period for which reimbursement is claimed. An expense is "incurred" when the Participant is provided with the service which gives rise to the eligible Adoption Expense, not when the service is billed or paid. Reimbursement shall not be made for future projected expenses.
- 15.7 **Claims Grace Period.** An eligible expense incurred Claims Grace Period shall be deemed to have been incurred for purposes of both the preceding Plan Year and the current Plan Year.

- (a) **Processing of Claims.** Claims incurred during the Claims Grace Period, and submitted prior to the close of the Claims Run-Out Period, shall be first allocated to and reimbursed from the Participant's AE Account for the preceding Plan Year until such AE Account balance is exhausted. Thereafter, any such claims shall be allocated to and reimbursed from the Participant's AE Account for the current Plan Year. Claims incurred during the Claims Grace Period will be allocated based upon the date the claim is received. Once a claim is allocated, there shall be no changes, modifications, or adjustments to the allocation of the account. In accordance with this part (a), a claim incurred during the preceding Plan Year and submitted during the Claims Run-Out Period will be processed subsequent to a previously submitted claim incurred during the Claims Grace Period, even if the account from the preceding Plan Year is exhausted by reimbursement of the claim incurred during the Claims Grace Period.
- (b) **Elections.** No adjustment to a Participant's election for the current Plan Year shall be made or allowed based upon the amount of claims reimbursed from the prior Plan Year's account in accordance with part (a) hereof.
- 15.8 **Reimbursement of Expense.** The Participant shall be reimbursed as specified in Article VI from the Participant's AE Account for eligible Adoption Expenses incurred during the applicable Plan Year or Claims Grace Period for which the Participant submits the documentation required under Article VI. In no case shall a payment be made which exceeds the balance in the Participant's AE Account at the time reimbursement is processed. Claims for reimbursement with respect to a Plan Year must be submitted by the close of Claims Run-out Period. If a claim for reimbursement exceeds the available balance in the Participant's AE Account, the excess part of the claim will be carried over and paid as the Participant's AE Account becomes adequate. Under no circumstances (a) will any balance remaining in a Participant's AE Account at the end of the Claims Grace Period be carried over to the next Plan Year, or (b) will an otherwise eligible Adoption Expense be carried over to the next Plan Year.
- 15.9 **Maximum Reimbursement.** The maximum reimbursement that a Participant may receive under this portion of the Plan for Adoption Expenses incurred in connection with the adoption of any one child shall be the amount provided in Code Section 137. The maximum is an aggregate rather than annual amount, even if the expenses are incurred over a period of years. The maximum reimbursement must be reduced for certain highly-compensated employees in accordance with Section 137(b) of the Code.
- 15.10 **Changes in Election.** Notwithstanding any provision in the Plan, a Participant may change his or her Election regarding this Available Benefit during a Plan Year in accordance with Section 1.125-4 of the Treasury Regulations.
- 15.11 **Reimbursement Upon Termination of Participation.** If an individual ceases to be a Participant in this portion of the Plan during a Plan Year, no further allocations will be credited to the AE Account. A Participant's shall be able to obtain reimbursements for eligible expenses incurred while he/she was a Participant if a claim for such expense is submitted within sixty (60) days following the date on which participation terminates.
- 15.12 **Participant's Death.** In the event a Participant dies having incurred an eligible Adoption Expense which would have been reimbursable out of the Participant's AE Account had the Participant not died and a person or the Participant's estate has paid for or assumed liability for the expense, reimbursement may be made to that person or the estate for that payment or assumption. The remainder of the Participant's AE Account shall be forfeited in accordance with the terms of the Plan.

- 15.13 **AE Account Forfeiture.** Amounts attributed to a Participant's AE Account for any Plan Year shall be used only to reimburse the Participant for eligible Adoption Expenses incurred during such Plan Year and Claims Grace Period. Any balance remaining in a Participant's AE Account for a Plan Year shall be forfeited following the Claims Run-out Period and shall be forfeited in accordance with Section 5.7. The Plan Administrator may extend this period in the event the Participant cannot obtain proper documentation until after the expiration of the period. Such forfeited amount shall not be distributed in cash, carried over to the next Plan Year or used by the Participant for any other purpose.
- 15.14 **Adoption Assistance Limitations.** Reimbursement or payment of eligible Adoption Expenses shall be made by the Employer only in the event and to the extent that the Participant has not taken an adoption tax credit under Section 23 of the Code for the same expenses.
- 15.15 **Nondiscrimination.** Notwithstanding anything herein to the contrary, the AE Plan shall comply with the nondiscrimination requirements applicable to the AE Plan under Code Section 137.

**ARTICLE XVI.
CASH PAYMENT**

- 16.1 **Purpose.** The purpose of this Article is to describe the Cash Payment available under this Plan as an Available Benefit. All or a portion of the Employer Contribution that is not allocated for the purchase of other Available Benefits may be available to the Participant for a Cash Payment.
- 16.2 **Terms, Conditions and Limitations.** A Participant is entitled, and in some cases required, to allocate the Employer Contribution to pay for Available Benefits. To the extent a Participant does not allocate all of the Employer Contributions to other Available Benefits available under this Plan, including an Available Benefits for which the Employer Contribution must be used, a Participant shall receive a Cash Payment in accordance with applicable collective bargaining agreements, employment contracts, letters of assignment, and Board policies.
- 16.3 **Payment.** Cash Payments shall be made at least monthly and within the month that the Employer Contribution would otherwise have been allocated for Available Benefits. Cash Payments shall be made only to Participants. If a Participant ceases to meet the eligibility requirements, then Cash Payments cease.
- 16.4 **Tax Consequences.** Any Cash Payment received through the Plan is taxable income to the Participant.

ARTICLE XVII. HIPAA PROVISIONS

The Privacy Rules and Security Rules under HIPAA apply to Medical Expense Reimbursement Plan. Such Available Benefit is referred to in this Article XVII as the "Plan."

17.1 **Use and Disclosure of PHI.** The Plan will use PHI to the extent allowed by, and in accordance with the uses and disclosures permitted by, HIPAA. Specifically, the Plan will use and disclose PHI for purposes related to health care treatment, payment for health care, and health care operations. The Plan will also use and disclose PHI as required by law and as permitted by authorization of the subject of PHI. If the Plan discloses PHI to the Employer in accordance with this Article XVII, the Employer may use and further disclosure PHI for the same purposes and in the same situations as the Plan may use and disclose PHI, provided that such use or disclosure is for Plan administration functions performed by the Employer for the Plan or is required by law or permitted by authorization. All uses and disclosures of PHI, whether by the Plan or by Employer, shall be limited to the minimum PHI necessary to accomplish the intended purpose of the use or disclosure in accordance with HIPAA. Notwithstanding the foregoing, neither the Plan nor the Employer shall use PHI that is genetic information in a manner that is prohibited by the Genetic Information Nondiscrimination Act of 2008.

- (a) **Payment** includes activities undertaken by the Plan to obtain premiums or determine or fulfill its responsibility for coverage and provision of Plan benefits that relate to an individual to whom health care is provided. These activities include, but are not limited to, the following:
- (1) determination of eligibility, coverage and cost sharing amounts (for example, cost of a benefit, plan maximums and co-payments as determined for an individual's claim);
 - (2) coordination of benefits;
 - (3) adjudication of health benefits claims (including appeals and other payment disputes);
 - (4) subrogation of health benefit claims;
 - (5) establishing employee contributions;
 - (6) risk adjusting amounts due based on enrollee health status and demographic characteristics;
 - (7) billing, collection activities, and related health care data processing;
 - (8) claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes and responding to participant inquiries about payments;
 - (9) obtaining payment under a contract for reinsurance (including stop-loss and excess of loss insurance);
 - (10) medical necessity reviews or reviews of appropriateness of care or justification of charges;

- (11) utilization review, including pre-certification, preauthorization, concurrent review and retrospective review;
 - (12) disclosure to consumer reporting agencies related to the collection of premiums or reimbursement (the following PHI may be disclosed for payment purposes: name and address, date of birth, Social Security number, payment history, account number and name and address of provider and/or health Plan); and
 - (13) reimbursement to the Plan.
- (b) **Health care operations** include, but are not limited to, the following activities:
- (1) quality assessment;
 - (2) population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting health care providers and patients with information about treatment alternatives and related functions;
 - (3) rating provider and Plan performance, including accreditation, certification, licensing or credentialing activities;
 - (4) underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing or placing a contract for reinsurance of risk relating to health care claims (including stop-loss insurance and excess of loss insurance);
 - (5) conducting or arranging for medical review, legal services and auditing function, including fraud and abuse detection and compliance programs;
 - (6) business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Plan, including formulary development and administration, development or improvement of payment methods or coverage policies;
 - (7) business management and general administration activities of the Plan, including, but not limited to:
 - (i) management activities relating to the implementation of and compliance with HIPAA's administrative simplification requirements;
 - (ii) customer service, including data analyses for policyholders.
 - (8) resolution of internal grievances; and
 - (9) due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is a covered entity under HIPAA or following completion of the sale or transfer, will become a covered entity.

17.2 **Employer's Obligations under the Privacy Rules.** Under the Privacy Rules, the Plan may not disclose PHI to the Employer unless the Employer certifies that the Plan document has been amended to provide that the Plan will make such disclosures only upon receipt of a certification from the Employer that the Plan has been amended to include certain conditions to the Employer's receipt of PHI and that Employer agrees to those conditions. By adopting this Plan document, the

Employer certifies that the Plan has been amended as required by the Privacy Rules and that it agrees to the following conditions, thereby allowing the Plan to disclose PHI to the Employer. The Employer agrees to:

- (a) not use or further disclose PHI other than as permitted or required by the Plan document or as required by law;
- (b) ensure that any agents, including a subcontractor, to whom the Plan 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 unless authorized by an individual;
- (d) not use or disclose PHI in connection with any other benefit or employee benefit plan of the Employer unless authorized by an individual;
- (e) report to the Plan any PHI use or disclosure of which it becomes aware that is inconsistent with the uses or disclosures permitted hereunder and/or may constitute a "breach" as that term is defined in HIPAA;
- (f) make PHI available for access by the individual who is the subject of the PHI in accordance with HIPAA;
- (g) make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;
- (h) make available the information required to provide an accounting of disclosures in accordance with HIPAA;
- (i) make internal practices, books and records relating to the use and disclosure of PHI received from Plan available to the HHS Secretary for the purposes of determining the Plan's compliance with HIPAA; and
- (j) if feasible, return or destroy all PHI received for 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 (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible).

17.3 **Employer's Obligations under Security Rules.** If the Employer creates, receives, maintains, or transmits ePHI (other than enrollment and disenrollment information and Summary Health Information, which are not subject to these restrictions), the Employer will:

- (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI;
- (b) ensure that any agents, including subcontractors, who create, receive, maintain, or transmit ePHI on behalf of the Plan implement reasonable and appropriate security measures to protect the ePHI;
- (c) report to the Plan any Security Incident of which it becomes aware; and

- (d) implement reasonable and appropriate security measures to ensure that only those persons identified below have access to ePHI and that such access is limited to the purposes identified below.

17.4 **Adequate separation between the Plan and the Employer must be maintained.** In accordance with HIPAA, only the following employees or classes of employees may be given access to PHI:

- (a) the person employed in the position that is given primary responsibility for performing the Employer's duties as the Plan Administrator of the Available Benefits; and
- (b) staff designated by the person described in (a) above.

17.5 **Limitation of PHI Access and Disclosure.** The person(s) described above may only have access to and use and disclose PHI for Plan administration functions that the Employer performs for the Plan.

17.6 **Noncompliance Issues.** If the person(s) described above does not comply with this Plan document, the Employer shall provide a mechanism for resolving issues of noncompliance including, but not limited to, disciplinary sanctions.

IN WITNESS WHEREOF, the Employer has executed this Plan as of the effective date set forth above.

Dated: _____

MINNETONKA SCHOOL DISTRICT #276

By: _____

Its: _____

**AMENDMENT TO
MINNETONKA FLEX-CHOICE PLAN**

BY THIS AGREEMENT, Minnetonka School District #276 ("Plan Sponsor") hereby amends the above-referenced plan (herein referred to as the "Plan").

1. **AUTHORITY AND SCOPE.** This amendment is being made pursuant to the Plan Sponsor's general authority to amend the Plan.
2. **EFFECTIVE DATE.** The provisions of this amendment to the Plan shall be effective as of the dates and/or during the time periods described in the following sections.
3. **DEFINED TERMS.** Capitalized words shall be defined as provided in the Plan document.
4. **ELECTION CHANGES.** The Plan is amended to allow changes to Elections under the Plan during the 2020 calendar year in the following circumstances provided that the change request is made in accordance with the Plan's general rules governing requests to change Elections during a Plan Year:
 - a. Participants shall be able to make, on a prospective basis, the following changes to their Elections under the Medical Expense Reimbursement Plan for any reason:
 - Make a new Election to participate (i.e., begin participating in the Medical Expense Reimbursement Plan);
 - Revoke an existing Election (i.e., cease further contributions to the Medical Expense Reimbursement Plan);
 - Increase an existing Election under the Medical Expense Reimbursement Plan; and
 - Decrease an existing Election under the Medical Expense Reimbursement Plan, provided that a Participant may not decrease his/her Election under the Medical Expense Reimbursement Plan to an amount that is less than the amount of reimbursements received under the Medical Expense Reimbursement Plan as of the effective date of the Election change.
 - b. Participants shall be able to make, on a prospective basis, the following changes to their Elections under the Dependent Care Expense Reimbursement Plan for any reason:
 - Make a new Election to participate (i.e., begin participating in the Dependent Care in the Dependent Care Expense Reimbursement Plan);
 - Revoke an existing Election (i.e., cease further contributions to the Dependent Care Expense Reimbursement Plan);
 - Increase an existing Election under the Dependent Care Expense Reimbursement Plan; and
 - Decrease an existing Election under the Dependent Care Expense Reimbursement Plan.
5. **SUPERSEDING EFFECT.** The provisions contained herein shall apply notwithstanding any language in the Plan to the contrary.

IN WITNESS WHEREOF, this Amendment has been executed this _____ day of _____, 2020.

MINNETONKA SCHOOL DISTRICT #276

By _____

**School Board
Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item XV. h

Title: Approval of Revised Action Plan, Resource Guide and Website Relative to Goal 2 Date: October 1, 2020

EXECUTIVE SUMMARY

The School Board has established a process for updating the Belonging Website. As updates to the website are needed, Administration is authorized to make adjustments without Board approval. Fundamental changes that would alter the scope and sequence will be discussed with Board leadership. Board leadership will determine if a change needs to be approved by the entire Board. If the Board needs to approve a change, it can be discussed at a Study Session or included in the Consent Agenda at a regular meeting.

The Board has updated one section of the website prior to it being published, as shown on the attached.

Submitted by: 
Dennis Peterson, Superintendent

Support for Staff

Hiring Practices

Minnetonka Schools is committed to finding the best talent available. To support this goal, the District will continue to invest in strategies and tactics to broaden its workforce, including hiring more staff, teachers and administrators who better reflect its diverse students and community. This work will include expanding its search to recruit, hire and retain the best staff and teachers in Minnesota.

The District will continue to ensure that all staff recruited, hired and retained meet the rigorous standards of excellence that is expected. The District prides itself on the quality of its teachers and that will not change. Instead, the District will broaden the pool of applicants and make more intentional efforts to attract diverse candidates.

VISIT THE HR WEBSITE

Training and Professional Development Opportunities

The District will provide training and professional development opportunities aligned with the District's goal on diversity, equity, inclusion and excellence.

~~Teachers and staff will be directed to provide students with information around topics related to diversity, equity and inclusion. These will be age appropriate and connected to curriculum.~~

IN THIS SECTION

- [Excellence and Belonging Home](#)
 - [Goal 2: Excellence and Belonging – Diversity, Equity, Inclusion](#)
 - [Action Plan](#)
 - [Curriculum and Policy Review](#)
 - [Support for Staff](#)
 - [Support for Students](#)

DISTRICT INITIATIVES

- [Committee for Student Belonging](#)
- [Reimagine Minnesota](#)
- [Barriers to Success](#)

SUPPORT AND RESOURCES

- [Community Resources](#)
- [Confidential Reporting \(Let's Talk\)](#)
- [Student Well-Being Guide](#)
- [Our Vision for the Future \(pdf\)](#)

UPDATES FROM THE DISTRICT

- [July 16, 2020: Addressing Discrimination and Racial Justice](#)

School Board
Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota

Board Agenda Item XVI.

Title: Board Reports

Date: October 1, 2020

OVERVIEW:

Time is set aside at the first meeting of each month for Board members to report on their various committee assignments. The report will be given by the Board member or alternate designated to attend the meeting.

Tonight Board members will have the opportunity to report on the following standing committee meetings:

| Date | Meeting | Attendee/Alternate |
|-------------|---------------------------|---------------------------|
| 9/9/20 | PTO/PTA Leaders | Ambrosen |
| 9/10/20 | Mtka Preschool & ECFE PTO | Vitale |
| 9/11/20 | AMSD Board of Directors | Ambrosen |
| 9/15/20 | Foundation | Ritchie |
| 9/28/20 | Community Ed Advisory | Holcomb |

Submitted by:



Dennis L. Peterson, Superintendent