

Board Meeting Minutes
May 22, 2012

The Board of Education of Independent School District No. 299, Caledonia, Minnesota, met in a regular school board meeting in the Middle/High School Media Center. The meeting was called to order by Chair Michelle Werner at 7:00 p.m. The school board members present were John Klug, Scott Longhorn, Melissa Marschall, Kelley McGraw, Jean Meyer, Michelle Werner, and Spencer Yohe. Also present were Superintendent Marcia Love, Principals Paul DeMorett and Jane Morken, Nancy Runningen, Barb Meyer, Karen Schiltz, Clay Schuldt, Joel Sutter and Betsey Knoche from Ehlers, Inc., Ben Barton, Stacie Meyer, Mary Lilliquist, Kathy Danaher, David Riley, Tina Fruechte, Roger and Kristi Knutson, Janelle Field Rohrer, Judy Flaten, Cathy Klug, Becky Newgaard, Judy Doty, Angela TenKley, Trina Scanlan, Jared Barnes, Lindsey Meyer, Kim Torgeson, Becky Breeser, Sue Link, Julia Erchoff-Costet, Amy Wild, Deb Cody, and Jean Klinski.

APPROVAL OF AGENDA

Moved by Scott Longhorn, seconded by Jean Meyer to approve the agenda as amended to include the approval of the posting for IT summer help and to either act on a voluntary reduction in a teacher's contract or a 3-5 year leave of absence for this employee. Motion carried by a unanimous vote.

APPROVAL OF PAST MEETING MINUTES

Moved by Jean Meyer, seconded by Scott Longhorn to approve the minutes of the April 16, 2012, regular school board meeting. Motion carried by a unanimous vote.

TREASURER'S REPORT & BUDGET SUMMARY

Moved by Spencer Yohe, seconded by Scott Longhorn to approve the electronic transfers and bills due and payable amounting to \$504,830.95, including check numbers 54126 through 54275 along with electronic transfers from MSDLAF to Merchants Bank in the amount of \$560,000.00. Motion carried by a unanimous vote.

PUBLIC COMMENT

Joel Sutter and Betsey Knoche from Ehlers, Inc. reviewed with the Board the Capital Loan Program and the district's capital loan and existing debt. They reviewed options for managing the district's debt and capital needs in future years. They presented estimates of the impact of three different options that are available and the advantages and disadvantages of these options.

PERSONNEL ITEMS

Resignations

Moved by Scott Longhorn, seconded by John Klug to accept the resignation from Kathy Danaher as elementary teacher at the end of the 2011-2012 school year with thanks for her thirty-nine years of service and dedication to the school district. Motion carried by a unanimous vote.

Moved by Scott Longhorn, seconded by Jean Meyer to accept the resignation from Cheryl Utecht as the National Honor Society Advisor at the end of 2011-2012 school year with thanks for her ten years of service and dedication to the school district in this position. Motion carried by a unanimous vote.

Moved by Kelley McGraw, seconded by Spencer Yohe to accept the resignation from Marcia Love as interim superintendent effective June 30, 2012, with thanks for her service and dedication to the school district. Motion carried by a unanimous vote.

Moved by Jean Meyer, seconded by John Klug to accept the resignation from Joel Hesse as the building and grounds custodian effective May 11, 2012, with thanks for his service and dedication to the school district. Motion carried by a unanimous vote.

Moved by Kelley McGraw, seconded by Scott Longhorn to accept the resignation from Jane Morken as interim elementary principal effective at the end of the 2011-2012 school year, with thanks for her service and dedication to the school district. Motion carried by a unanimous vote.

Moved by Jean Meyer, seconded by Spencer Yohe to accept the resignation from James Westland as the junior high boys' basketball coach effective immediately. Motion carried by a unanimous vote

2011-2013 Support Staff Agreement

Moved by Jean Meyer, seconded by John Klug to ratify the 2011-2013 Support Staff Agreement between the Caledonia Educational Support Professional Local #7345 and the Board of Education of Independent School District No. 299. Motion carried by a unanimous vote.

Voluntary Reduction in Teaching Contract

Moved by Scott Longhorn, seconded by Jean Meyer to approve Mrs. Joanne Zard's request for a voluntary reduction in her position from full-time to 0.34 FTE as the middle/high school media specialist for the 2012-2013 school year. Those voting in favor: Scott Longhorn, Melissa Marschall, Kelley McGraw, Jean Meyer, Michelle Werner, and Spencer Yohe. Opposed: John Klug. Motion carried.

Memorandum of Understanding

Moved by Kelley McGraw, seconded by Scott Longhorn to approve the Memorandum of Understanding between Judith Flaten and ISD #299 to provide homebound services to a student beginning the week of April 30, 2012, through June 1, 2012, or until the student is able to return to school. This position requires one hour of instruction equivalent to the number of school days in a week at an hourly wage of \$23.06 based on BA/0. Motion carried by a unanimous vote.

Memorandum of Understanding

Moved by Jean Meyer seconded by Scott Longhorn to approve the Memorandum of Understanding between Benjamin Barton and ISD #299 to shift the dollars that were to go to fully fund the deductible on his VEBA health plan to a 403b contribution beginning the 2012-2013 school year. Motion carried by a unanimous vote.

New Hires

Moved by Spencer Yohe, seconded by Scott Longhorn, to ratify the contract for James Westland as the head girls' basketball coaching beginning the 2012-2013 school year at V/2 at \$3,374.47. Motion carried by a unanimous vote.

Approval to Post Special Educational Assistant Position

Moved by Kelley McGraw, seconded by Jean Meyer to approve the posting of a part-time special educational assistant position as follows: Caledonia Area Elementary has a part-time special educational assistant position open beginning the 2012-2013 school year. This position is for three days per week from approximately 8:00 a.m. until 12:00 p.m. Willingness to get Uncontracted English Braille and orientation & mobility (O&M) skills are required. Candidates interested in this position should submit a letter of application, Resume, and references to the Caledonia School District Office, Attention: Karen Schiltz, 511 West Main Street, Caledonia, MN 55921. Position open until filled. Motion carried by a unanimous vote

Elementary Staffing and Middle/High School Staffing for 2012-2013

Moved by Scott Longhorn, seconded by Kelley McGraw to approve the elementary staffing proposal as presented including two full-time kindergarten teachers, two full-time first grade teachers, and one full-time kindergarten/first grade teacher as presented by Mrs. Morken for the 2012-2013 school year. Motion carried by a unanimous vote.

Moved by Scott Longhorn, seconded by Spencer Yohe to approve the middle/high school staffing plan with a reduction of 0.168 FTE in high school science as presented by Mr. DeMorett beginning the 2012-2013 school year. Motion carried by a unanimous vote.

Staffing

Member Scott Longhorn introduced the following resolution and moved its adoption:

RESOLUTION DISCONTINUING AND REDUCING
EDUCATIONAL PROGRAMS AND POSITIONS

WHEREAS, the School Board of Independent School District No. 299 adopted a resolution on December 19, 2011, directing the administration to make recommendations for reductions in programs and positions; and,

WHEREAS, said recommendations have been received and considered by the School Board;

BE IT RESOLVED, by the School Board of Independent School District No. 299, as follows:

That the following programs and positions or portions thereof, be discontinued:

1. 0.168 FTE High School Science

The motion for the adoption of the foregoing resolution was duly seconded by Member Kelley McGraw. Upon vote being taken thereon, the following voted in favor thereof: John Klug, Scott Longhorn, Melissa Marschall, Kelley McGraw, Jean Meyer, Michelle Werner, and Spencer Yohe. The following voted against: None. Whereupon said resolution was declared duly passed and adopted

Resolution to Eliminate the Nurse Contract

Board Member Scott Longhorn introduced the following resolution and moved its adoption:

RESOLUTION TO ELIMINATE THE NURSE POSITION

IT IS HEREBY RESOLVED by the School Board of Independent School District No. 299 as follows:

1. The position and classification of nurse is hereby eliminated.
2. The employee currently holding the nurse position shall be placed in layoff status effective June 1, 2012. Such notice shall be in substantially the form as attached hereto as Exhibit A.

The motion for the adoption of the foregoing resolution was duly seconded by Board Member Kelley McGraw and upon vote being taken thereon, the following voted in favor thereof: John Klug, Scott Longhorn, Melissa Marschall, Kelley McGraw, Jean Meyer, Michelle Werner, and Spencer Yohe. The following voted against: None. Whereupon said resolution was declared duly passed and adopted

EXHIBIT A

May 22, 2012

HAND-DELIVERED ON MAY 23, 2012

Ms. Connie Simon
15555 County 24
Brownsville, MN 55919

Re: Notice of Layoff

Dear Ms. Simon:

You are hereby notified that at a meeting of the School Board of Independent School District No. 299, held on April 16, 2012, a resolution was adopted by a majority roll call vote of the full membership of the School Board, eliminating the position of nurse. A copy of the resolution is enclosed for your information.

Your employment with the School District shall terminate on June 1, 2012, and you shall be placed on layoff status from the position of nurse.

If you have any questions, please do not hesitate to contact me.

Sincerely,
Ms. Marcia Love
Interim Superintendent

Approval to Post IT Summer Help – Temporary Position

Moved by Scott Longhorn, seconded by Spencer Yohe to approve the posting of the IT summer help temporary position with the funds to be taken out of the technology budget. Motion carried by a unanimous vote.

ACTION ITEMS

Health & Safety Policy #720

Moved by Spencer Yohe, seconded by Scott Longhorn to adopt the Health & Safety Policy #720 as presented. Motion carried by a unanimous vote.

2012-2013 Resolution for Membership in the Minnesota State High School League

Member Spencer Yohe introduced the following resolution and moved its adoption:

RESOLVED, that the Governing Board of School District No. 299, Caledonia Area Middle School/High School, County of Houston, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the Caledonia Area Middle School/High School is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and, participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's Official Handbook, on file at the office of the school district or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representative identified by the Governing Board.

The above resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The motion for the adoption of the foregoing resolution was duly seconded by Director Scott Longhorn, and upon vote being taken thereon, the following board members voted in favor thereof: John Klug, Scott Longhorn, Melissa Marschall, Kelley McGraw, Jean Meyer, Michelle Werner, and Spencer Yohe. The following voted against: None. Whereupon, the Board of Chairperson declared the resolution duly passed and adopted this 22nd day of May, 2012, at a regular meeting of the School Board of Independent School District 299, Caledonia, Minnesota.

Agreement for Consulting Services Between Hildi Inc. and Caledonia Area Public Schools

Member Jean Meyer introduced the Agreement for Consulting Services Between Hildi Inc. and Caledonia Area Public Schools and moved its adoption

This Agreement for Consulting Services ("Agreement") is entered into and dated April 27, 2012 by and between Hildi Inc. with offices located at 11800 Singletree Lane, Suite 305, Minneapolis, MN 55344 (hereinafter referred to as the "Consultant") and Caledonia Area Public Schools with offices located at 511 West Main Street, Caledonia, MN 55921 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.

4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the “Work”), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider a “work made for hire” any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a “work made for hire” or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company’s request. The Work shall be considered “Information” under the Section entitled “Nondisclosure.”

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise (“Information”), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company’s property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company’s option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company’s efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.

6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.

8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.

10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.

11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.

12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.

13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Barb Meyer
Business Manager/Finance Director
Caledonia Area Public Schools
511 West Main Street
Caledonia, MN 55921

If to Consultant: Hildi Inc.
11800 Singletree Lane
Suite 305
Minneapolis, MN 55344
Attn: Jill Urdahl, FSA
President/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.

16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.

17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.

18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.

19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
 Consultant and Rate Schedule

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
Hildi Inc. Actuaries and Consultants	Consulting Actuaries	April 27, 2012	TBD
Base Fees			
The budget for the GASB 45 Actuarial Valuation is \$3,000-3,800. For full description of services and fees please reference the "Fee Proposal" section of your original RFP submitted by			
The term of the Agreement for Consulting Services is for the 7/1/2012 GASB 45 actuarial valuation which is the fiscal year of 7/1/2012 through 6/30/2013. This GASB 45 valuation can be used for the three disclosure cycles ending at June 30, 2013, June 30, 2014 and June 30, 2015. All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, past errors in financial statement disclosures or changes in plan provisions or assumptions.			

The motion for the adoption of the foregoing agreement for consulting services was seconded by Member Scott Longhorn. Upon vote being taken thereon, the following voted in favor thereof: John Klug, Scott Longhorn, Melissa Marschall, Kelley McGraw, Jean Meyer, Michelle Werner, and Spencer Yohe. The following voted against: None. Whereupon said sharing agreement was declared duly passed and adopted.

Setting of Special School Board Meeting

Moved by Jean Meyer, seconded by Kelley McGraw to hold a special school board meeting on Thursday, May 31, 2012, at 7:00 p.m. in the middle/high school media center. Motion carried by a unanimous vote.

Literacy Plan

Moved by Scott Longhorn, seconded by Jean Meyer to approve the Early Literacy Plan as presented. Motion carried by a unanimous vote.

Minnesota Rural Education Association Membership

Moved by Scott Longhorn, seconded by Spencer Yohe to approve the membership with Minnesota Rural Education Association beginning the 2012-2013 school year. Motion carried by a unanimous vote.

Public Sector Financial Advisors

Moved by Scott Longhorn, seconded by Jean Meyer to add Springsted as one of the school district's public sector financial advisors. Motion carried by a unanimous vote.

ADMINISTRATIVE REPORTS

Mr. DeMorett informed the Board that he is continuing to work with his staff on the Attendance Policy with the adoption to take place at the July board meeting. There were forty-seven students that took the Accuplacer Test last week. He continues to work with staff on the scheduling process. The senior and junior class students have their schedules into the computers for the 2012-2013 school year. He has met with Mr. Meyer, Mr. Moburg, and Mr. Martin to make sure that there are no music and/or sporting events scheduled on the same evenings for the upcoming school year. The Middle/High School Handbooks will be presented to the Board at the July meeting for their approval. He informed the Board that the Bullying Task Force Committee continues to meet and they have a bullying survey on the school website that they would like all parents/guardians to complete.

Mrs. Morken informed the Board that Caledonia Schools will be hosting a Southeast Minnesota Summer Technology Workshop in June which is free for all staff to attend. Houston, Spring Grove, Mabel-Canton, Rushford-Peterson School Districts will also be participating in this workshop.

Superintendent Love informed the Board that she and Athletic Director Dave Meyer met with the Spring Grove Athletic Director and the softball cooperative agreement will be moved from the Southeast Conference to the Three Rivers Conference. She anticipates that with the football conference realignment it will result in a lot more travel for games and less gate receipts. She shared with the Board the HVED enrollment statistics. She updated the Board with regard to the legislative actions. The school district will be placing items on the County Auction to be held on June 20, 2012.

Mrs. Runningen updated the Board with regard to testing. She shared with the Board the Multiple Measurements Ratings and the Focus Rating that the Department of Education released on May 21st. The Summer Community Ed Catalog is complete and will be mailed out to the public.

OLD BUSINESS ITEMS

One Day Bond Sale and Calling an Election on August 14, 2012

Moved by Jean Meyer, seconded by Scott Longhorn to table the One-Day Bond Sale and Calling an Election on August 14, 2012, until the May 31st special school board meeting. Motion carried by a unanimous vote.

NEW BUSINESS ITEMS

Director Werner asked the Board to start thinking about the accomplishments in certain areas and if things were accomplished in these areas such as the middle/high school scheduling process, strategic planning committee, on-line class registrations, etc. What does the Board want to do with these ideas, where does the Board want to go with these ideas, or did the Board accomplish their ideas in these areas?

DIRECTORS' REPORTS

Director Yohe updated the Board with regard to the Athletic Committee meeting that was held this week.

Director Longhorn updated the Board with regard to the Technology Committee meeting that was held last week.

ADJOURNMENT

Moved by Spencer Yohe, seconded by Kelley McGraw to adjourn the meeting at 9:45 p.m. Motion carried by a unanimous vote.

Jean Meyer, Clerk