

**Board Meeting Minutes
December 19, 2011**

The Board of Education of Independent School District No. 299, Caledonia, Minnesota, met in a closed session in the Middle/High School Media Center at 6:00 p.m. to discuss negotiations. The school board members present were John Klug, Scott Longhorn, Melissa Marschall, Kelley McGraw, Michelle Werner, and Spencer Yohe. Others present were Superintendent Bruce Thomas and Marcia Love. Absent was Director Jean Meyer.

ADJOURN TO OPEN SESSION

Moved by Spencer Yohe, seconded by Scott Longhorn, to adjourn to open session of the school board meeting at 6:55 p.m. Motion carried by a unanimous vote.

The regular 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, Michelle Werner, and Spencer Yohe. Others present were Superintendent Bruce Thomas, Marcia Love, Paul DeMorett, Jane Morken, Nancy Runningen, Barb Meyer, Karen Schiltz, Clay Schuldt, Kerry Schaller, Deb Cody, Kim Hillberg from Larson Allen, Lindsey Meyer, Brad Harguth, Roger Knutson, and Janelle Field Rohrer. Absent was Director Jean Meyer.

APPROVAL OF AGENDA

Moved by Spencer Yohe, seconded by Kelley McGraw to approve the agenda as amended to include the board action on the resignation of an employee and to approve a separation agreement of that employee and to accept the resignation of the interim superintendent. Motion carried by a unanimous vote.

LARSON ALLEN, LLP

Moved by Scott Longhorn, seconded by Kelley McGraw to accept the school audit report as presented to the board from Kim Hillberg of Larson Allen, LLP. Motion carried by a unanimous vote.

APPROVAL OF PAST MEETING MINUTES

Moved by Scott Longhorn, seconded by Melissa Marschall to approve the minutes of the November 21, 2011, regular school board meeting. Motion carried by a unanimous vote.

TREASURER'S REPORT & AUTHORIZATION OF ACCOUNTS PAYABLE

Moved by Spencer Yohe, seconded by Kelley McGraw to approve the electronic transfers and bills due and payable amounting to \$930,596.49, including check numbers 53428 through 53557 along with electronic transfers from MSDLAF to Merchants Bank in the amount of \$200,000.00. Motion carried by a unanimous vote.

INITIAL TRUTH IN TAXATION HEARING TO DISCUSS THE 2012 BUDGE & LEVY

There were no visitors present to discuss any questions or concerns to the Board in regard to the truth in taxation hearing for the 2012 budget and levy.

PERSONNEL ITEMS

Resignations

Moved by Scott Longhorn, seconded by John Klug to accept the resignation of Roger Knutson as the junior high baseball coach effective immediately. Motion carried by a unanimous vote.

Licensed Staff Contract Change

Moved by Kelley McGraw, seconded by Spencer Yohe to ratify the contract for Julia Benson as a part-time elementary/middle/high school ESL teacher beginning the 2011-2012 school year at BA/0 at \$19,652.41 (0.579 FTE @ \$33,942). Motion carried by a unanimous vote.

Approval of Seniority Lists

Moved by Scott Longhorn, seconded by Melissa Marschall to adopt the teacher seniority list and the support staff seniority list as presented. Motion carried by a unanimous vote.

Approve the Non-bargaining Administrative Contracts

Moved by Scott Longhorn, seconded by Spencer Yohe to ratify the non-bargaining administrative contracts for the 2011-2013 school years with the Business Manager/Finance Director, District Office Manager/Human Resource Coordinator, Elementary Administrative Assistant, and Middle/High School Administrative Assistant/MARSS Coordinator with the amount to be split 50/50 over two years beginning the 2011-2012 school year. Motion carried by a unanimous vote.

Interim Superintendent Contract

Moved by Kelley McGraw, seconded by Spencer Yohe to ratify the contract for Marcia Love as the interim superintendent for the remainder of the 2011-2012 school year in the amount of \$41,600.00. Motion carried by a unanimous vote.

Resolution Directing the Administration to Make Recommendations for Reductions in Programs and Positions and Reasons Thereof

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

RESOLUTION DIRECTING THE ADMINISTRATION TO MAKE RECOMMENDATIONS FOR REDUCTIONS IN PROGRAMS AND POSITIONS AND REASONS THEREFORE

WHEREAS, there has been a reduction in student enrollment, and,

WHEREAS, this decrease in student enrollment must include discontinuance of positions and discontinuance or curtailment of programs, and

WHEREAS, a determination must be made as to which teachers' contracts must be terminated and not renewed and which teachers may be placed on unrequested leave of absence without pay or fringe benefits in effecting discontinuance of positions,

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

That the School Board hereby directs the Superintendent of Schools and administration to consider the discontinuance of programs or positions and as a result of a reduction in enrollment make recommendations to the school board for the discontinuance of programs, curtailment of programs, discontinuance of positions or curtailment of positions.

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

Placement of Support Staff Employee on Layoff

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

RESOLUTION RELATING TO THE PLACEMENT OF JULIE STAFSLIEN
ON LAYOFF ON THE BASIS OF SENIORITY

WHEREAS, Julie Stafslie is the least senior full-time employee in Group VI / AV Tech, Custodian I, Educational Assistant III, Secretary I and whereas due to changes in the job responsibilities which decreases the need for Group VI, Secretary I employees.

BE IT RESOLVED, that the written notice be served to said support staff employee regarding placement on layoff as stated in the Support Staff Employees Agreement, Article XIII, Section 2.

NOTICE OF LAYOFF

December 19, 2011

Ms. Julie Stafslie
E4396 County Y
Viroqua, WI 54665

Dear Ms. Stafslie:

You are hereby notified that at the regular meeting of the School Board of Independent School District No. 299 held on Monday, December 19, 2011, a resolution was adopted by majority roll call vote to place you on layoff in Group VI, Secretary I, effective December 9, 2011, pursuant to Article XIII, Section 2 of the Support Staff Employees Agreement.

Sincerely,
SCHOOL BOARD OF ISD NO. 299
Michelle Werner
School Board Chair

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

Acceptance of Resignation and Approval of Separation Agreement

Moved by Scott Longhorn, seconded by Kelley McGraw to accept the resignation of a School District employee and approve a separation agreement. Motion carried by a unanimous vote.

Resignation of Interim Superintendent

Moved by Kelley McGraw, seconded by Scott Longhorn to accept the resignation of Bruce Thomas as the interim superintendent effective December 31, 2011, with thanks for his years of service to the school district. Motion carried by a unanimous vote.

ACTION ITEMS

Classroom Grading Policy

Moved by Scott Longhorn, seconded by Kelley McGraw to have the Superintendent and Mr. DeMorett meet with a group of teaching staff to develop grading procedures. Motion carried by a unanimous vote.

Set January Organizational Meeting

Moved by Scott Longhorn, seconded by Melissa Marschall to hold an organizational school board meeting on Tuesday, January 3, 2012, at 5:00 p.m. in the middle/high school media center. Motion carried by a unanimous vote.

Adopt Final Levy Certification

Moved by Spencer Yohe, seconded by Melissa Marschall to adopt the final levy certification for 2012 in the amount of \$2,464,218.91. Motion carried by a unanimous vote.

Agreement with Hiawatha Valley Mental Health Center

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

CALEDONIA PUBLIC SCHOOLS
511 West Main Street
Caledonia, MN 55921 and
HIAWATHA VALLEY MENTAL HEALTH CENTER

Caledonia Area Public Schools, 511 West Main Street, Caledonia, MN, 55921, hereafter referred to as the "School", and Hiawatha Valley Mental Health Center, 166 Main Street, Winona, Minnesota 55987, (507) 454-4341, hereafter referred to as the "Contractor" enter into this agreement for the period from September 1, 2011 – August 31, 2012.

WHEREAS, the Contractor is an organization listed and approved by Houston County to provide mental health workers and program coordinators.

WHEREAS, the School wished to purchase services from the Contractor.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the School and Contractor agree as follows:

1. Cost and Delivery of Service

- a. The amount to be paid to the Hiawatha Valley Mental Health Center by the School under this Agreement shall be \$10 per enrolled student per day in the Children's Day Treatment Program.
- b. The School agrees to pay for the Day Treatment program costs associated with the Contractor's hiring of a 0.5 FTE Program Aide. The Schools share of this cost will be prorated based on the number of enrolled student's the School has in the Day Treatment program.
- c. Said services are located at 211 Main Street, Hokah, MN 55941.

2. Payment for Purchased Family Based Life Management Skill Services

- a. The monthly payment to the Contractor will be as billed based on a completed claim submitted by the Contractor on a quarterly schedule.
- b. The Contractor shall, within fifteen (15) working days following the last day of each quarter, submit a claim statement showing the number of students enrolled during the quarter, the amount due based on the daily student per diem, and the amount due based on the prorated costs of the Program Aide.
- c. Payment: The School agrees to make payment within 30 days of the date of the receipt of the claim to the Contractor. Payment may be claimed and paid in the same month for which service is provided.

3. Audit and Record Disclosure:

The Contractor shall:

1. Allow personnel of the County, the Minnesota Department of Public Welfare, and the Department of Health & Human Services, access to the Contractor's records at reasonable hours in order to exercise their responsibilities to monitor and evaluate compliance with standards, services and fund disbursements under this agreement.
2. Maintain records at 166 Main Street, Winona, MN for seven years for audit purposes.
3. Comply with any applicable statutes or regulations.

4. Safeguard of Client Information:

The use of disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

5. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

(When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

(When applicable) Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed twenty or less full-time employees during the previous 12 months.

6. Fair Hearing and Grievance Procedures:

- a. Bonding: The Contractor shall be insured at all times, during the term of this agreement, covering the activity of its personnel authorized to receive or distribute monies.
- b. Indemnify: The Contractor agrees that it will at all times indemnify and hold harmless the School from any all liability, loss, damage, cost or expenses which may be claimed against the School or Contractor;
 1. By reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased, used as in-kind space or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 2. By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.
- c. Insurance: The Contractor further agrees, in order to protect itself and the School under the indemnify provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,000,000 for bodily injury and \$100,000 for property damage.

7. Conditions of the Parties' Obligations:

- a. It is understood and agreed that in the event the funding to the Contractor from County, State, Federal, Schools, Private Payer sources is not obtained and continued at a level sufficient to allow for the provision of the Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. The Agreement may be cancelled by either party at any time with or without cause, upon 60 days' notice, in writing, delivered by mail or in person.
- c. Any alterations, variations, modifications, or waivers not specifically provided in the agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- d. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the School, nor shall the Contractor do any work or furnish any material not covered by the agreement unless this is approved in writing by the School. Such approval shall be considered to be a modification of the agreement.
- e. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new federal regulations.
- f. The Contractor certifies current licensure/certification approval from the State of Minnesota or Political Subdivision and agrees to maintain licensure for the duration of the contract. The Contractor is responsible for complying with provision of service rules as outlined in chapter 16 of the Health Care Providers Provider Manual Chapter 16 Rehabilitative Services for Children. In the event said license is removed and Contractor will be considered in default and the contract will be terminated immediately upon the effective date of non-licensed status.
- g. Hiawatha Valley Mental Health Center will work collaboratively with each school that supports placements of students enrolled in special education services to the Day Treatment program. Each school maintains IEP responsibilities to ensure due process procedures and services specified in IDEA '97 and Minnesota Rules, Chapter 3525 are met.

Extended School Year Documented on Students' IEP: If the contract is for extended school year services, the students' IEP must contain provisions as contained in M.R. 3525.2900, Subp. 1 (G). The district must provide extended school year services for those pupils when it is determined:

1. that the pupil will experience "significant regression" in the absence of an educational program;
2. the time required to relearn the skills lost is excessive; or
3. the effects of the breaks in programming are such to prevent the student from attaining the state of self-sufficiency that the student would otherwise reasonably be expected to reach.

The amount and type of service for extended year must be appropriate to maintain performance on IEP goals for those students being served with an IEP.

Facilities Shall Be Equivalent to Regular School Program: Classrooms and other facilities in which pupils receive instruction, related services, and supplementary aides and services shall be essentially equivalent to the regular education program; provide an atmosphere that is conducive to learning; and meet the pupils' special physical, sensory, and emotional needs. (M.R. 3525.1400)

8. Subcontracting:
The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the School. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.
9. Miscellaneous:
 - a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and the School relating to the subject matter hereof.

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

ADMINISTRATIVE REPORTS

Mr. DeMorett informed the board that the Wednesday technology sessions for staff with Naomi Harms have been providing great information for them to utilize. Parent/Teacher Conferences are being held tonight. He has met with RCTC with regard to course offerings for students. He has been working with Mrs. Runningen on testing.

Mrs. Morken stated that the elementary staff have been taking part in many of the sessions for technology, the anxiety in children-trauma in children and effects, and the reading and writing courses. The Global Readers did a presentation for the elementary students which was a great success. The Student Council raised \$130.00 for Houston County Care & Share. Due to the caucus being held on February 7th, the parent/teacher conferences have been rescheduled for February 9th.

Superintendent Thomas informed the board that he would like to see the board have some dialog amongst themselves and with the union in regard to how to deliver instruction to our students when we have multiple agencies involved and blending instructional programs with online activity as this impacts not only the teaching staff but also the students. He stressed the importance of being good stewards of the One Day Bond money and that it is important to have a list of capital projects necessary for improvements. He publically thanked the board members and stated that it has been a pleasure working in the school district.

Mrs. Runningen is working with Mrs. Morken on the Early Literacy Plan which needs to be submitted to the state by June. The Title Grant has been submitted, and she is waiting to hear back on the approval. She is working on the winter/spring and ECFE brochures. She updated the board with regard to testing and attended a pre-test webinar.

OLD BUSINESS ITEMS

Strategic Planning Committee

Director McGraw updated the board with regard to the Strategic Planning Committee meeting that was held on November 29th.

Superintendent Search Update

Director Yohe informed the board that the committee would like to begin the search in January for a combination superintendent/elementary principal position to begin in July of 2012. This will be brought forth to the board for their approval at the January 3rd organizational meeting.

Signage Language on Highway 44

This item was tabled for the January regular board meeting.

DIRECTORS' REPORTS

Director Klug updated the board on the Community Education Advisory Council meeting and stated they are looking for more people to be part of this council.

Director Longhorn updated the board regarding the Meet and Confer meeting that was held in November.

Director McGraw informed the board that the Building and Grounds Committee met with ABLE, and that due to the fact of the cost of renovating rooms, ABLE will not be renting any space in the elementary building at this time.

The Board of Education publically thanked Superintendent Bruce Thomas for his years of service and dedication to the school district.

ADJOURNMENT

Moved by Spencer Yohe, seconded by Scott Longhorn to adjourn the meeting at 8:36 p.m. Motion carried by a unanimous vote.

Jean Meyer, Clerk