

## **Board Meeting Minutes July 18, 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. for the negotiation session.

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 Bruce Thomas, Paul DeMorett, Nancy Runningen, Karen Schiltz, Barb Meyer, Lindsey Meyer, Craig Moorhead, Deb Cody, Tina Bechtel, Nikki Stoltz, Janelle Field Rohrer, Karen Hagerott, and Cathy Klug. Absent was Connie Hesse.

### **APPROVAL OF AGENDA**

Moved by Jean Meyer, seconded by Melissa Marschall to approve the agenda as presented. Motion carried by a unanimous vote.

### **APPROVAL OF PAST MEETING MINUTES**

Moved by Scott Longhorn, seconded by Jean Meyer to approve the minutes of the June 27, 2011, regular school board meeting. Motion carried by a unanimous vote.

### **TREASURER'S REPORT & AUTHORIZATION OF ACCOUNTS PAYABLE**

Moved by Spencer Yohe, seconded by Scott Longhorn to approve the electronic transfers and bills due and payable amount to \$304,365.90, including check numbers 52795 through 52903 along with electronic transfers from MSDLAF to Merchants Bank in the amount of \$300,000.00. Motion carried by a unanimous vote.

### **PUBLIC COMMENT**

Ms. Hagerott addressed the board concerning the proposed activity fees increase. She informed the board that she would like to see these fees be higher than what is being proposed. She felt the public needs to be more aware of the costs for families to participate. Information was exchanged amongst the board members and public with the discussion last approximately fifteen minutes.

### **PERSONNEL ITEMS**

#### **Fall Sport Coaching Contracts for the 2011-2012 School Year**

Moved by Scott Longhorn, seconded by John Klug to ratify the following girls' soccer coaching contracts for the 2011-2012 school year: Tom Krinke, head coach, V/8 at \$3,712.58 and Tim Colleran, assistant coach, III/1 at \$2,306.18. Those voting in favor: John Klug, Scott Longhorn, Melissa Marschall, Michelle Werner, and Spencer Yohe. Those opposed: Kelley McGraw and Jean Meyer. Motion carried.

#### **Employee Contract Changes**

Moved by Spencer Yohe, seconded by Jean Meyer to accept the request from William Woolley to resign from his current position as part-time Head Custodian/Maintenance Director and to ratify the new contract for him as the as the full-time Elementary Head Custodian beginning August 1, 2011, at VII/16 at \$15.36 per hour. Motion carried by a unanimous vote.

#### **New Hires**

Moved by Jean Meyer, seconded by Scott Longhorn to ratify the contract for Jessie Emerson as a part-time high school science teacher (0.672 FTE) beginning the 2011-2012 school year at BA/2 at \$24,278.68 based on the 2009-2011 Teacher Master Agreement. Motion carried by a unanimous vote.

**ACTION ITEMS**

**Health & Safety Contract**

Moved by Kelley McGraw, seconded by Melissa Marschall to approve the Environmental/Occupational Health and Safety Management Program Contract with MacNeil Environmental, Incorporated. Motion carried by a unanimous vote.

**Student Participation Fees for the 2011-2012 School Year**

Moved by Scott Longhorn, seconded by Spencer Yohe to accept the following increases for student participation fees for the 2011-2012 school year:

**Athletics:**

	<b><u>FEES</u></b>		
	<b><u>Elem.</u></b>	<b><u>Gr. 7-8</u></b>	<b><u>Gr. 9-12</u></b>
Per Sport	N/A	\$50.00	\$75.00
Individual Maximum	N/A	\$125.00	\$200.00
Family Maximum	N/A	( \$300.00 )	

**Music/Other Activities:**

	<b><u>Elem.</u></b>	<b><u>Gr. 7-8</u></b>	<b><u>Gr. 9-12</u></b>
Wind Instruments	\$40.00	\$40.00	\$40.00
Percussion	\$20.00	\$20.00	\$20.00
Band Uniforms	N/A	\$15.00	\$20.00
Jazz Band	N/A	\$25.00	\$25.00
Jazz Choir/Symposium	N/A	\$25.00	\$25.00
Newspaper/Yearbook	N/A	\$20.00	\$20.00
All School Musical	N/A	\$20.00	\$20.00
Future Problem Solvers	N/A	\$25.00	\$25.00
Knowledge Bowl	N/A	\$25.00	\$25.00
Individual Maximum	N/A	\$60.00	\$100.00
Family Maximum	N/A	( \$165.00 )	

- *Due to the problems of the collection factor of the above music and other activities, the costs will not be increased for the 2011-2012 school year.*

Those voting in favor: John Klug, Melissa Marschall, Kelley McGraw, Jean Meyer, and Michelle Werner, Spencer Yohe. Those opposed: Scott Longhorn. Motion carried.

**Athletic Admission Fees to Home Contests for the 2011-2012 School Year**

Moved by Jean Meyer, seconded by Scott Longhorn to increase athletic admissions to home contests for the 2011-2012 school year as follows: season tickets for all home events except tournaments or special events set at \$55.00 for students; \$75.00 for adults; \$65.00 for seniors ages 55 and over; and a family season ticket set at \$150.00. Motion carried by a unanimous vote.

**2011-2012 Middle School Handbook, 2011-2012 High School Handbook, and 2010-2012 Elementary School Handbook**

Moved by Scott Longhorn, seconded by Melissa Marschall to approve the 2011-2012 Middle School Handbook, High School Handbook and Elementary School Handbook. Motion carried by a unanimous vote.

School Crossing Guard Agreement Between the City of Caledonia and Independent School District No. 299

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

**SCHOOL CROSSING GUARD AGREEMENT BETWEEN THE CITY OF CALEDONIA AND  
INDEPENDENT SCHOOL DISTRICT NO. 299**

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units to jointly or cooperatively exercise powers which they possess; and

WHEREAS, the City of Caledonia and Independent School District No. 299 have a mutual interest in ensuring, to the greatest extent possible, the safety of children as they cross STH 44/76 traveling to and from school; and

WHEREAS, the City of Caledonia and Independent School District No. 299 believe that the use of responsible, adult crossing guards will help to ensure the safety of children traveling across STH 44/76.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Duties and Responsibilities of Independent School District No. 299. Independent School District No. 299 will hire an adequate number of responsible adults to staff two crossing guard locations. Independent School District No. 299 shall, in its discretion, determine the qualifications and training of the guards. The guards hired pursuant to this Agreement shall be Independent School District employees and will be paid by Independent School District No. 299, subject to appropriate withholdings. The crossing guards shall be named as insureds on the school district's liability insurance coverage. All personnel issues regarding the crossing guards shall be handled by Independent School District No. 299. ISD #299 shall render periodic invoices at intervals conforming to its fiscal year. Invoices shall itemize total crossing guard hours per month during the period, rate per hour, total monthly wages, Social Security and Medicare, all extended to a Total Cost.
2. Duties and Responsibilities of the City of Caledonia. The City agrees to pay 50% of wages for up to and including two crossing guards at current, hourly rates established by ISD #299, including employer's share of Social Security and Medicare within thirty (30) days of the invoice date.
3. Hold Harmless/Indemnification. The School District agrees to hold the City harmless for any damages or injuries to school district's employees or property. It agrees to defend and indemnify the City for any claims or causes of actions that result from the School District's actions under this agreement. The City will be named as an additional insured on the School District's liability policy for any actions under this Agreement.
4. Modification of Agreement. This agreement may only be modified by written consent of the parties.
5. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.
6. Term of Agreement. This Agreement shall take effect September 6, 2011, and shall terminate, unless renewed by mutual consent, on the last day of the 2011-2012 school year, including extensions for "make up" days.
7. No Contract. This Agreement is not intended to create or serve as a contract with any crossing guard hired by Independent School District No. 299.

The motion for adoption of the foregoing agreement was duly seconded by Member Kelley McGraw and whereupon the agreement was duly passed.

Resolution Providing for the Sale of General Obligation Aid Anticipation Certificates of Indebtedness, Series 2011A; and Covenanting and Obligating the District to be bound by and to use the Provisions of Minnesota Statutes, Section 126C55 to Guarantee the Payment of the Principal and Interest on these Certificates

Member Kelley McGraw introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE SALE OF GENERAL OBLIGATION AID ANTICIPATION CERTIFICATES OF INDEBTEDNESS, SERIES 2011A; AND COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THESE CERTIFICATES**

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

**1. Certificate Authorization.** The School Board has determined that it is necessary and desirable for the District to sell and issue its General Obligation Aid Anticipation Certificates of Indebtedness, Series 2011A in the total aggregate principal amount not to exceed \$2,800,000 for the purpose of meeting current expenditures of the District. As soon as state aid projections are available from the Minnesota Department of Education, the Superintendent, in consultation with Ehlers, is authorized to determine the final amount.

**2. Sale.** The District has retained Ehlers & Associates, Inc. (Ehlers) in Roseville, Minnesota, as its independent financial advisor for the Certificates. Ehlers is authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9). If the issuance of the Certificates is approved, the Board shall meet at the time and place specified in the Official Statement to receive and consider proposals for the purchase of the Certificates.

**3. Official Statement; Negotiation of Sale.** Ehlers is authorized to prepare and distribute an Official Statement and to open, read and tabulate the proposals for presentation to the Board.

**4. Minnesota School District Credit Enhancement Program.** (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Certificates when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Registrar for the certificates is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Certificates or if, on the day two (2) business days prior to the date a payment is due on the Certificates, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Certificates of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

The motion for adoption of the foregoing resolution was duly 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 the same: none.

Whereupon the resolution, having received the affirmative votes of two-thirds of the members, was declared duly passed and adopted.

Transportation Agreement with Schmitz Bus Service, Inc. for 2011-2012 and 2012-2013 School Years

Moved by John Klug, seconded by Jean Meyer to approve the Student Transportation Services Agreement with Schmitz Bus Service, Inc. for two contract years commencing with July 1, 2011 and ending June 30, 2013, with an option to extend for an additional two one-year contract years, consistent with Minnesota Statutes 2010, Section 123B.52, Subds. 1 and 3, and with the following findings:

1. Schmitz Bus Service is a responsible service provider, consistent with the applicable state law;
2. Schmitz Bus Service provided the District with the lowest cost quotation in response to the District's requirements; and
3. All bus services will continue to be provided consistent with District policies and past practices for distances for student eligibility, distance to bus stops, and bus ride length.

Motion carried by a unanimous vote.

Bread Product Bids

Moved by Scott Longhorn, seconded by Kelley McGraw to accept the bread product bid from Sara Lee Bakery Group for the 2011-2012 school year as follows:

<u>Product</u>	<u>Sara Lee Bakery Group</u>
24 oz. wheat sandwich bread	\$1.07
16 oz. rye bread	\$0.99
20 oz. whole grain white bread	\$1.10
Hamburger whole grain buns, per dozen	\$3.18 (30 count)
Hamburger white or wheat buns, per dozen	\$2.24 (30 count)
Hotdog whole grain buns, per dozen	\$3.18 (30 count)
Hotdog white or wheat buns, per dozen	\$2.24 (30 count)
Brat buns, per dozen	\$1.38
Foot-long hot dog buns, 6 count	\$1.21
Submarine buns, per dozen	\$2.70 (24 count)
Bagels, per dozen or 6 count	\$1.50 (6 count)
English Muffins, per dozen	\$1.30 (12 count)

Motion carried by a unanimous vote.

Dairy Products

Moved by Kelley McGraw, seconded by Spencer Yohe to accept the dairy product bid from Ziebell's Foods for the 2011-212 school year as follows:

<u>Product</u>	<u>Ziebell's Foods</u>
1% milk, per ½ pint carton	\$0.195
Chocolate skim milk, per ½ pint carton	\$0.200
Skim milk, per ½ pint carton	\$0.184
1% milk, per gallon	\$3.517
8 oz. containers of orange juice	\$0.228
8 oz. plastic bottles of 1% milk	No Bid
8 oz. plastic bottles of chocolate skim milk	No Bid
8 oz. plastic bottles of skim milk	No Bid
12 oz. plastic bottles of 1% milk	No Bid
12 oz. plastic bottles of chocolate skim milk	\$1.036
12 oz. plastic bottles of skim milk	\$1.036

Motion carried by a unanimous vote.

Gasoline/Fuel Oil Bids

Moved by Scott Longhorn, seconded by Jean Meyer to accept the gasoline/fuel oil bid from Kwik Trip for the 2011-2012 school year as follows:

<u>Product Name</u>	<u>Kwik Trip</u>
Posted pump price, July 12, 2011	\$ 3.659
Less Applicable Gasoline Tax	\$ 0.485
Less Discount Per Gallon	<u>\$ 0.06</u>
Net Price Per Gallon	\$ 3.114
<b><u>No. 2 Fuel in Tank Wagon Delivery</u></b>	
Posted tank wagon price, July 12, 2011	N/A
Less Discount Per Gallon	N/A
Net Price Per Gallon	N/A

Motion carried by a unanimous vote.

**Approve Contract for Services with Hiawatha Valley Education District for the 2011-2012 School Year**

Member Jean Meyer introduced the following agreement and moved its adoption:

This Agreement is entered into this 18<sup>th</sup> day of July, 2011, by and between the School Board of Independent School District No. 299, Caledonia School District, Caledonia, Minnesota, a public school corporation of the State of Minnesota, hereinafter known as "School District", and the Hiawatha Valley Education District, hereinafter known as "HVED".

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the School District and HVED agree as follows:

Section 1. Purpose: The purpose of the Agreement is to enter into a contract for services between the School District and HVED for any services not defined as Basic Services. This notice also serves as notification of the amount of revenue to be billed to the Member District for Services provided to Member Districts of HVED.

Section 2. Purchase of Services:

*Subsection 1. Services Available for Purchase:* HVED provides direct mandated services or assists School District staff in providing mandated services to the School District's special education students. HVED provides the Total Special Education System Plan for all members. To complement members' teaching services, psychological services, occupational therapy, physical therapy, other health impaired, audiology, vision, hearing and technical assistance in these areas is available. These services are labeled "Basic Services". Members may contract for additional student or administrative services individually.

*Subsection 2. Employment of Qualified Staff:* HVED will employ appropriately qualified and licensed staff to provide the services purchased under this Agreement. HVED will be deemed to be the employer of the staff for all purposes, including, but not limited to hiring, evaluation, termination and placement on layoff or unrequested leave of absence. Staff will be compensated pursuant to applicable HVED collective bargaining agreements and policies. The employees will meet the job requirements and functions as agreed by a majority of member districts and described in job descriptions.

*Subsection 3. Program Location:* HVED will provide the space for the programs and positions and will receive reimbursement for all costs specified in the budget.

*Subsection 4. Administrative Support:* HVED will provide supervision, office space, payroll, in-service, and other administrative support for these positions. HVED agrees to maintain appropriate records, statistical documentation, and employment records to meet employer obligations.

*Subsection 5. Administrative Services:* HVED will provide administrative services including state reports, conducting interagency meetings, and providing payment for services contracted from other entities.

*Subsection 6. Services Purchased:* The School District will purchase Basic Services from HVED. These Basic Services shall include a Data Management Coordinator. Service time provided to this district will be approximately equivalent to the 2009-2010 School District WADMs as reported by the Minnesota Department of Education.

Section 3. Payment for Services: For the 2011-2012 school year, the School District will pay \$148,825.73. This amount will provide payment for wages and benefits for employed special education personnel. This amount also covers any additional services requested by the School District based on its individual need. Adjustments will be made at the end of the year to accommodate changes in salary or personnel, as well as fees to cover extended school year costs.

Services will be purchased as a total package. Payment for the services will be made in monthly installments. Fees for subsequent school years will be determined at a later date.

In addition to the above charges, HVED will receive, from the State Department, state aid adjustments to cover the excess costs of any student placed in an HVED program, e.g. Day Treatment, Early Childhood Special Education, and Area Learning Centers. Any adjustments due member districts determined after MDE has noted payments to HVED will be returned to each member district in a timely manner, determined by the Superintendents' Advisory Council.

Section 4. Duty to Cooperate: HVED and the School District agree to cooperate to maximize the effectiveness and insure that satisfactory services are provided to students. Advisory Councils, including principals and superintendents from each of the member districts, will meet regularly to review the services and suggest changes and improvement to the HVED Board.

Section 5. Dispute Resolution: In the event the School District does not agree with the cost of services submitted by HVED for 2011-2012 and subsequent school years, the matter shall be reviewed at a joint meeting of the HVED and School District Administrators appointed by each School Board. If the matter is not resolved at such a joint meeting, the matter shall then be submitted to a neutral arbitrator selected by mutual consent of the school boards. In the event the Boards are unable to agree within 15 days after the request of one of the districts for an arbitrator, an arbitrator will be selected by alternately striking names from a list of seven names to be requested from the Public Employment Relations Board's arbitration list. A toss of the coin shall determine the order in which the Boards exercise their right to strike names from said list. Such arbitrator, unless agreed to by the Boards, shall not be a resident or voter of either district. The decision of the arbitrator shall be final.

Section 6. Duration and Termination of Agreement:

*Subsection 1. Duration:* This Agreement will be effective for an initial period from July 1, 2011 through June 30, 2012 for any service purchased that is **not defined** as a Basic Service. This Agreement may not be terminated for any reason prior to the expiration of the initial term without the approval of the HVED Board and the School District Board, as evidenced by the passage of an

appropriate resolution in accordance with any and all state statutes that govern Education Districts in the state of Minnesota.

*Subsection 2:* If any member district or agency contracting or subcontracting for services **other than those defined as basic services** wishes to discontinue such contract or subcontract, it may do so if written notice is received at HVED by March 1 of the current fiscal year. Such contract or subcontract termination shall become effective on June 30 of that fiscal year in which written notice is received.

Section 7. Amendments: No amendments shall be made to this Agreement except in writing signed by the Chair and Executive Director of the HVED and the School District's Chair and Superintendent, and approved by the respective Boards.

The motion for adoption of the foregoing agreement was duly seconded by Member Melissa Marschall and whereupon the agreement was duly passed.

### **ADMINISTRATIVE REPORTS**

Mr. DeMorett informed the board that they are finishing up some of the Powerschool end of year things and getting ready to rollover to the new school year. With the State of Minnesota shutdown, they are unable to submit some of the state reports. Summer School is going well this year with good attendance of students. He is working with Winona State University on doing a fall presentation.

Mrs. Hesse was absent.

Superintendent Thomas informed the board that he is monitoring the kindergarten numbers for this fall as the enrollment numbers are higher. He will continue to monitor this closely and keep the board informed as needed. He discussed with them that the cuts that were previously board approved have not all taken place yet but will be eventually.

Mrs. Runningen informed the board that the 2011-2012 Kindergarten Academy will take place on August 1<sup>st</sup> through the 4<sup>th</sup> and 8<sup>th</sup> through the 11<sup>th</sup>. The SAC Program has had great participation this summer. Prairie Fire Theatre will be presenting Robin Hood on August 5<sup>th</sup> and 6<sup>th</sup>. On August 4<sup>th</sup>, she will be attending the Minnesota Assessment Conference along with Paul DeMorett and Laurie Conway provided the Minnesota Department of Education has this meeting due to the State of Minnesota shutdown. She is working on the fall programming. The Carolina Crown Program from South Carolina stayed and practiced in our school district on Friday which was an excellent opportunity for them and us.

### **OLD BUSINESS ITEMS**

#### Referendum Update

The Referendum Committee continues to meet and is looking at strategies and methods on how we want to proceed with a referendum and how to educate the community about this.

#### Parking on the South End of the Middle/High School Varsity Football/Soccer/Track Complex

The Building and Grounds Committee will meet about this and report back to the board in August.

### **NEW BUSINESS ITEMS**

#### 2011 MSBA Summer Seminar

Directors Scott Longhorn and Spencer Yohe will be attending this conference.



Superintendent's Evaluation

The superintendent's evaluation will be discussed at the August board meeting.

Strategic Planning Committee

The board discussed the idea about creating a Strategic Planning Committee to consist of board members, administration, staff, and the public to discuss ideas such as where we want to go as a school district and how do we acquire these things. They would like to have others have a voice, seek input, solicit ideas, what the community thinks of our schools and where do we want to be in the next how many years. This will continue to be discussed at the August board meeting.

**DIRECTORS' REPORTS**

Director Spencer Yohe shared with the board information with regard to the Minnesota State High School League's coaching certification.

**ADJOURNMENT**

Moved by John Klug, seconded by Spencer Yohe to adjourn the meeting at 8:28 p.m. Motion carried by a unanimous vote.

---

Jean Meyer, Clerk