

# **SCHOOL BOARD MINUTES**

## **Monday, July 19, 2010**

Prior to the regular school board meeting, the Board of Education of Independent School District #299 met in a closed session beginning at 6:00 p.m. in the elementary media center for the superintendent's evaluation.

The Board of Education of Independent School District #299, Caledonia, Minnesota, met in a regular school board meeting in the Caledonia Area Elementary Media Center. The meeting was called to order by Chair Naomi Fruechte at 7:00 p.m. Members present were Naomi Fruechte, Matt Hendel, Jean Meyer, Michelle Werner, Charlie Wray, and Spencer Yohe. Also present were Superintendent Bruce Thomas, Nancy Runningen, Karen Schiltz, Barb Meyer, Craig Moorhead, Lindsey Meyer, Brad Harguth, Janelle Field Rohrer, Jan Klug, and Scott Longhorn. Absent were Director John Klug and Principal Paul DeMorett.

### **APPROVAL OF AGENDA**

Moved by Charlie Wray, seconded by Spencer Yohe to approve the agenda as presented. Motion carried by a unanimous vote.

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

Moved by Matt Hendel, seconded by Jean Meyer to approve the minutes of the June 21, 2010, regular school board meeting. Motion carried by a unanimous vote.

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

Moved by Spencer Yohe, seconded by Matt Hendel, to approve the electronic transfers and bills due and payable amounting to \$511,430.39, including check numbers 51144 through 51260 along with electronic transfers from MSDLAF to Merchants Bank in the amount of \$300,000.00. Motion carried by a unanimous vote

### **PERSONNEL ITEMS**

#### **Co-curricular Coaching Contracts for the 2010-2011 School Year**

Moved by Jean Meyer, seconded by Charlie Wray to approve the following co-curricular coaching contracts for the 2010-2011 school year as follows:

- |                           |                                       |
|---------------------------|---------------------------------------|
| ➤ School Musical:         | Ross Martin at IV/0 at \$1,879.32     |
| ➤ Band:                   | Carrie Thompson at I/4 at \$1,406.40  |
| ➤ Choir:                  | Ross Martin at I/0 at 1,237.91        |
| ➤ FFA Advisor:            | Bradley Harguth at VI/4 at \$3,305.95 |
| ➤ FCCLA Advisor:          | Position open at this time            |
| ➤ Jr. Class Advisor:      | Brad Church at V/1 at \$2,092.75      |
| ➤ Jr. Jazz Band:          | Dustin Moburg at III/5 at \$1,834.39  |
| ➤ Jazz Band:              | Carrie Thompson at VI/4 at \$3,305.95 |
| ➤ Jazz Symposium:         | Ross Martin at VI/0 at \$3,001.52     |
| ➤ Knowledge Bowl:         | Becky Breeser at I/11 at \$1,574.89   |
| ➤ Knowledge Bowl:         | David Riley, I/13 at \$1,574.89       |
| ➤ Marching & Pep Band:    | Carrie Thompson at IV/4 at \$2,047.83 |
| ➤ National Honor Society: | Cheryl Utecht at I/7 at \$1,574.89    |
| ➤ School Newspaper:       | Jason Cognac at II/0 at \$1,451.33    |
| ➤ Student Council:        | Sue Link at VI/12 at \$3,604.74       |
| ➤ Yearbook:               | Position open at this time            |

Motion carried by a unanimous vote.

### Resignations

Moved by Matt Hendel, seconded by Charlie Wray to accept the resignation of Elliott Kranz as the middle school/high school vocal music instructor, jazz symposium director, musical director and head baseball coach effective immediately. Motion carried by a unanimous vote.

Moved by Jean Meyer, seconded by Spencer Yohe to accept the decline from Sally Mensink for the 0.336 FTE Family and Consumer Science teaching position that was offered to her for the 2010-2011 school year. Motion carried by a unanimous vote.

### Employee Contract Changes

Moved by Jean Meyer, seconded by Matt Hendel to accept the request from Erna Krzebietke to resign from her current position as a Cook II effective immediately and to do a Cook I job-share position with Marion Olson beginning the 2010-2011 school year. Motion carried by a unanimous vote.

Moved by Spencer Yohe, seconded by Charlie Wray to accept the request from Marion Olson to do a Cook I job-share position with Erna Krzebietke beginning the 2010-2011 school year. Motion carried by a unanimous vote.

### New Hires

Moved by Charlie Wray, seconded by Matt Hendel to ratify the contract for Ross Martin as the middle school/high school vocal music instructor, jazz symposium director, musical director beginning the 2010-2011 school year at BA/10 at \$44,881.00. Motion carried by a unanimous vote.

Moved by Jean Meyer, seconded by Matt Hendel to ratify the contract for Orion (Joey) Gay as the assistant girls' soccer coach beginning the 2010-2011 school year at III/0 at \$2,306.18. Motion carried by a unanimous vote.

Moved by Charlie Wray, seconded by Spencer Yohe to ratify the contract for Ryan Cody as the junior high girls' soccer coach beginning the 2010-2011 school year at I/0 at \$1,665.89. Motion carried by a unanimous vote.

## **ACTION ITEMS**

### Kindergarten Classes for the 2010-2011 School Year

Moved by Jean Meyer, seconded by Matt Hendel that we begin the school year with all kindergarten students attending class every day, all day beginning September 7, 2010, and that if the numbers exceed the recommended class size of twenty-three students per classroom, a decision will need to be made as to whether to return to the progressive model or another alternative. Those voting in favor: Naomi Fruechte, Matt Hendel, Jean Meyer, Charlie Wray and Spencer Yohe. Those opposed: Michelle Werner. Director John Klug was absent. Motion carried.

### Approval of Health and Safety Attachment 10

Moved by Spencer Yohe, seconded by Matt Hendel to approve the Health and Safety Attachment 10 and to forward a copy of this to the Department of Education. Motion carried by a unanimous vote.

### 2010-2011 Middle School/High School Handbook and Elementary School Handbook

Moved by Charlie Wray, seconded by Spencer Yohe to approve the 2010-2011 Middle School/High School Handbook and Elementary School Handbook. Motion carried by a unanimous vote.

Bread Product Bids

Moved by Charlie Wray, seconded by Jean Meyer to accept the bread product bid from Interstate Brands Corporation for the 2010-2011 school year as follows:

<u>Product</u>	<u>Interstate Brands Corp.</u>
24 oz. wheat sandwich bread	\$1.07
16 oz. rye bread	\$0.72
20 oz. whole grain white bread	\$1.10
Hamburger whole grain buns, per dozen	\$0.85 (whole wheat/8 ct)
Hamburger white or wheat buns, per dozen	\$0.90 (white / 12 ct.)
Hotdog whole grain buns, per dozen	\$0.85 (whole wheat/8 ct.)
Hotdog white or wheat buns, per dozen	\$0.85 (white/12 ct.)
Brat buns, per dozen	\$1.00
Foot-long hot dog buns, 6 count	\$0.80
Submarine buns, per dozen	\$2.70 (24 count)
Bagels, per dozen or 6 count	No Bid
English Muffins, per dozen	\$0.65 (6 count)

Motion carried by a unanimous vote.

Dairy Products

Moved by Charlie Wray, seconded by Matt Hendel to accept the dairy product bid from Ziebell's Foods for the 2010-2011 school year as follows:

<u>Product</u>	<u>Ziebell's Foods</u>
1% milk, per ½ pint carton	\$0.174
Chocolate skim milk, per ½ pint carton	\$0.179
Skim milk, per ½ pint carton	\$0.164
1% milk, per gallon	\$3.076
8 oz. containers of orange juice	\$0.207
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 2% milk	\$0.996
12 oz. plastic bottles of chocolate skim milk	\$0.996
12 oz. plastic bottles of skim milk	\$0.996

- *Please review the attached milk escalator clause.*

Motion carried by a unanimous vote.

Gasoline/Fuel Oil Bids

Moved by Matt Hendel, seconded by Charlie Wray to accept the gasoline/fuel oil bid from Kwik Trip for the 2010-2011 school year as follows:

<u>Product Name</u>	<u>Kwik Trip</u>
Posted pump price, July 13, 2010	\$2.659 (87 octane unleaded)
Less Applicable Gasoline Tax	\$0.184
Less Discount Per Gallon	<u>\$ 0.06</u>
Net Price Per Gallon	\$2.415
<u>No. 2 Fuel in Tank Wagon Delivery</u>	
Posted tank wagon price, July 12, 2010	N/A
Less Discount Per Gallon	N/A
Net Price Per Gallon	N/A

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 7, 2010, and shall terminate, unless renewed by mutual consent, on the last day of the 2010-2011 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 Jean Meyer and whereupon the agreement was duly passed.

Lease Agreement Between ISD #299 and SEMCAC

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

LEASE AGREEMENT BETWEEN CALEDONIA ISD #299 AND SEMCAC

This Lease Agreement made this 1st day of July 2010, by and between Caledonia Independent School District no. 299, hereinafter referred to as "School District," and Semcac, a Minnesota non-profit corporation, hereinafter referred to as "Semcac."

WHEREAS, School District has space in its elementary building in Caledonia which it desires to lease to Semcac; and

WHEREAS, Semcac desires to rent such space from School District.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, the parties agree as follows:

1. Premises. School District hereby demises and rents to Semcac, and Semcac hereby lets and leases from School District, one classroom on a weekly basis, hereinafter referred to as the "Demised Premises." Use of the elementary gymnasium, library, multi purpose room, playground (including the grassy lot behind the building) and lunchroom is available as scheduling permits. Priority in scheduling will be given to all classes and programs of I.S.D. #299 before scheduling Head Start time. The School District will make every effort to support Semcac Head Start in meeting its federal Performance Standards to assure that all Head Start children and families benefit from its high quality program. School District supports Semcac Head Start in meeting its non-federal match through the fair market assessment of rental space. Semcac will provide for an independent appraisal of same.
2. Purpose. The Demised Premises shall be used by Semcac for the purpose of operating a school year Head Start program.
3. Term. This Lease Agreement shall commence on the 1st day of July 2010, and continue until the 30th day of June 2011.
4. Rent. Semcac shall pay to School District as and for rent of the Demised Premises the sum of \$450.00 per month for twelve (12) months (\$5,400 per year). All rent is payable at the beginning of each month beginning with the calendar month of July, 2010.
5. Semcac's Obligations. Semcac shall:
  - (a) Provide evidence to School District of standard form property insurance for all property owned by Semcac, for which it is legally liable, or what was installed at its expense and which is located on or in the Demised Premises.
  - (b) Provide evidence to School District of comprehensive general liability insurance insuring Semcac against any liability arising out of this Lease Agreement, or the use, occupancy or maintenance of the Demised Premises, in the amount of not less than \$300,000 per claim, \$1,000,000 per occurrence.
  - (c) Be responsible for setting up and furnishing the classroom for their program.
  - (d) Make arrangements in advance for the opening and closing of the building, if necessary, for late activities or meetings. A Head Start representative will be in attendance during all activities.
  - (e) Furnish School District with a monthly schedule of activities.
  - (f) Make monthly payment, in addition to lease payment, to School District for any CACFP meals/snacks as determined by a separate catering contract.
  - (g) Be responsible for any long distance phone calls made by Head Start staff or parents.
  - (h) Abide by all state and federal laws and rules, and all rules and regulations of the Minnesota Department of Education and School District regarding school facility use as reported by the school superintendent.
  - (i) Be responsible for the supervision and care of children from the time of their arrival for pre-school until their departure.
  - (j) Pay for any damage above and beyond normal wear and tear that result from its activities in the Demised Premises.
  - (k) Be responsible for regular equipment and fixture replacement, as necessary.
  - (l) Not assign, transfer, mortgage, or encumber its interest under this lease, nor sublease or underlet the Demised Premises without first obtaining the prior written consent of School District.
  - (m) Speak to School District's Superintendent regarding any complaints regarding the facility or space.
  - (n) Assume responsibility and risk for any and all items left in the classroom by Head Start and its staff.
  - (o) Indemnify and hold School District harmless for any injuries or claims arising out of any activities conducted by Semcac on school premises.

- (p) Remove, upon termination of the lease or any renewal thereof and at its own expense, its furniture, fixtures, partitions, playground equipment, and other such items as it has installed during the term of this lease, or any renewal thereof, provided, however, that Semcac repair any damage caused by removal.

6. School District's Obligations. School District shall:

- (a ) Provide property and liability insurance for a minimum of \$1,000,000 per claimant and a limit of \$2,000,000.
- (b) Furnish heat, light, water, janitorial service, refuse pickup and snow removal for the Demised Premises, and be solely responsible for the payment thereof.
- (c) Be responsible for repairs of a capital nature to the Demised Premises such as structural, heating, electrical, or plumbing.
- (d) Maintain and be solely responsible for the care and maintenance of the grounds and parking areas, and the payment thereof.
- (e) Keep the roof and outside walls of the building in good condition and repair, at School District's expense.
- (f) Provide CACFP approved meals as determined by separate catering contract.
- (g) Not furnish any storage space outside the Demised Premises except for lockers adjacent to the Head Start room.
- (h) Provide a telephone within the Demised Premises for Head Start use.
- (i) Furnish keys to the building and the Demised Premises to Head Start teacher
- (j) If the property will be sprayed indoors with pesticides and/or outdoors with herbicides/insecticides, the School will notify Semcac Head Start with as much lead time as possible. Information provided should include who will be applying the chemicals and on what date. Semcac Head Start will contact the company to find out details on the chemical to be used. This allows us to protect the safety and well-being of children in program's care and to notify parents of potential chemicals used.
- (k) Provide a designated parking space for the Head Start bus in an area most convenient to the Head Start classroom.

7. Termination. Either party may terminate this Lease Agreement with sixty (60) days written notice to the other party. In the sole event that Semcac loses funding sufficient to support continuation of the lease, Semcac may terminate the lease upon one month's written notice to the School District.

8. Entire Agreement. This lease contains the entire agreement between the parties with respect to the lease of this property. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

9. Modification. No amendment, modification or supplement to this lease shall be valid and binding unless mutually agreed upon by School District and Semcac in writing.

The motion for the adoption of the foregoing agreement was duly seconded by Member Matt Hendel and upon vote being taken thereon, the following voted in favor thereof: Naomi Fruechte, Matt Hendel, Jean Meyer, Michelle Werner, Charlie Wray and Spencer Yohe. Member John Klug was absent. The following voted against the same: None. Whereupon said agreement was declared dully passed and adopted.

Resolution Providing for the Sale of General Obligation Aid Anticipation Certifications of Indebtedness, Series 2010A; 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

Member Charlie Wray introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE SALE OF GENERAL OBLIGATION AID ANTICIPATION CERTIFICATES OF INDEBTEDNESS, SERIES 2010A; 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 2010A in the total aggregate principal amount of \$2,935,000.00 for the purpose of meeting current expenditures of the District.
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 Finance 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 Matt Hendel and upon vote being taken thereon, the following voted in favor thereof: Naomi Fruechte, Matt Hendel, Jean Meyer, Michelle Werner, Charlie Wray, and Spencer Yohe. Director John Klug was absent. 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.

### **ADMINISTRATIVE REPORTS**

Mr. DeMorett was absent. Superintendent Thomas informed the board that the Houston County Fair will be recognizing high school students in Houston County once again this year for students that have advanced to, and competed at, state level competitions. There will be 106 students in Caledonia recognized this year who participated at state level in eight different areas that will be honored. The process of summer testing is underway. Mr. DeMorett is preparing for the 2010-2011 school year, and he will be attending the Minnesota Assessment Conference on August 5<sup>th</sup>.

Superintendent Thomas informed the board that the Fall Workshop schedule has tentatively been set up. He met with the interim superintendent and athletic director from Spring Grove to work out a collaborative agreement between the two schools which is more equitable and fair for both districts.

Mrs. Runnigen informed the board that the Prairie Fire Theater will be presenting Pinocchio on August 2-7. She will be meeting with area community education directors to discuss joint programming during the 2010-2011 school year. She is working on community education fall programming. The SAC Program continues to accept registrations and is reviewing and updating manuals and forms for the 2010-2011 school year. There are currently forty-seven student enrolled in the Hand in Hand Preschool Program. She updated the board regarding the Title I grant process and testing. The International/Global Awareness Day is scheduled for Friday, October 15<sup>th</sup>. Kindergarten Academy will be held from August 9-12 and August 16-19.

### **OLD BUSINESS ITEMS**

The School Board candidate filing period for the General Election runs from August 3, 2010, through August 17, 2010. The Affidavit of Candidacy Forms can be filled out in the District Office. There is a \$2.00 filing fee.

### **DIRECTOR'S REPORT**

#### **Superintendent's Evaluation Public Comment from the Board of Education**

The District #299 School Board evaluated Bruce Thomas, Interim Superintendent, in closed session on Monday evening, July 19, 2010. Prior to the meeting, members individually evaluated his leadership traits using the attached form. Perceptions were submitted to the board chair who compiled a composite of responses. The board and Mr. Thomas then reviewed the results.

The overwhelming response from board members was that Mr. Thomas has shown positive leadership traits and has performed well this past year. He has dealt well with people, reacts in a mature manner, is positive, listens well, works constructively, initiates action when he sees a need, establishes credibility, and exhibits perseverance. And all of this is in the context of financial constraints.

The overall perception is that Mr. Thomas has done a great job managing our district in 2009-2010.

### **ADJOURNMENT**

Moved by Spencer Yohe, seconded by Matt Hendel to adjourn the meeting at 7:50 p.m. Motion carried by a unanimous vote.

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Jean Meyer, Clerk