

SCHOOL BOARD MINUTES

Tuesday, June 16, 2009

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, John Klug, Jean Meyer, Michelle Werner, Charlie Wray, and Spencer Yohe. Also present were Superintendent Michael Moriarty, Karen Schiltz, Barb Meyer, Janelle Field Rohrer, Craig Moorhead, and Jan Klug. Absent were Nancy Runningen and Principals Ronald Helmers and Connie Hesse.

APPROVAL OF AGENDA

Moved by Michelle Werner, seconded by Spencer Yohe to approve the agenda as amended to go into closed session for the discussion of the interim superintendent position. Motion carried by a unanimous vote.

APPROVAL OF PAST MEETING MINUTES

Moved by Jean Meyer, seconded by Matt Hendel to approve the minutes of the May 18, 2009, 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 \$686,687.85, including check numbers 49305 through 49422 along with electronic transfers from MSDLAF to Merchants Bank in the amount of \$1,210,000.00. Motion carried by a unanimous vote.

PERSONNEL ITEMS

Resignation

Moved by Michelle Werner, seconded by Jean Meyer to accept the resignation of Mrs. Greta Mierau as a part-time ECFE teacher effective immediately. Motion carried by a unanimous vote.

Maternity Leave Request

Moved by Jean Meyer, seconded by Matt Hendel to accept an approximate eight week maternity leave request for Mrs. Angela TenKley. Motion carried by a unanimous vote.

New Hires

Moved by John Klug, seconded by Matt Hendel to ratify the contract for Dustin Moburg as the assistant boys' soccer coach beginning the 2009-2010 school year at III/0 years at \$2,306.18. Motion carried by a unanimous vote.

Moved by Charlie Wray, seconded by Michelle Werner to ratify the contract for Tammy Twite as a part-time special educational assistant beginning the 2009-2010 school year at V/I at \$10.46 per hour. Motion carried by a unanimous vote.

Moved by Charlie Wray, seconded by Michelle Werner to ratify the contract for Nora Bengtson as a part-time special educational assistant beginning the 2009-2010 school year at V/0 at \$10.25 per hour. Motion carried by a unanimous vote.

Moved by Spencer Yohe, seconded by Matt Hendel to ratify the contract for Anna Frauenkron as a part-time ECFE teacher beginning the 2009-2010 school year at BA/0 at \$22.93 per hour. Motion carried by a unanimous vote.

ACTION ITEMS

Lease Agreement Between ISD #299 & 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 2009, 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 2009, and continue until the 30th day of June 2010.

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, 2009.

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. Upon vote being taken thereon, the following voted in favor thereof: Naomi Fruechte, Matt Hendel, John Klug, Jean Meyer, Michelle Werner, Charlie Wray, and Spencer Yohe. The following voted against the same: None Whereupon said agreement was declared dully passed and adopted.

Adopt Budget for the 2009-2010 School Year

Moved by Matt Hendel, seconded by Spencer Yohe to adopt the 2009-2010 budget as presented.

	2008-09			2008-09			
	Revised	2009-10	Increase	Revised	2009-10	Increase	2009-10
	Budgeted	Budgeted	(Decrease)	Budgeted	Budgeted	(Decrease)	Fund Balance
	Revenues	Revenues	In Revenues	Expenditures	Expenditures	In Expenses	Inc/(Decrease)
General Fund	7,888,003	7,592,598	-295,405	7,872,885	7,560,106	-312,779	32,491
Food Service	416,608	420,388	3,780	403,986	403,307	-679	7,081
Community Services	306,361	309,693	3,332	304,608	306,096	1,488	3,598
Debt Retirement	1,605,510	1,639,973	34,463	1,590,028	1,629,001	38,973	10,972
Scholarship Fund	13,495	13,495	0	13,495	13,495	0	0
Concession Stand Fund	0	0	0	0	0	0	0
Activity Fund	40,550	40,550	0	40,550	40,550	0	0
Total	<u>10,270,527</u>	<u>10,016,697</u>	<u>-253,830</u>	<u>10,225,552</u>	<u>9,952,555</u>	<u>-272,997</u>	<u>64,142</u>

Motion carried by a unanimous vote.

Approve Obtaining Quotes on a School Van

Moved by Charlie Wray, seconded by John Klug to approve the school district seek quotes for a new or program, low mileage seven-passenger minivan. Motion carried by a unanimous vote.

Bidding of Food Service and Petroleum Products

Moved by Matt Hendel, seconded by Michelle Werner to authorize the bidding of food service and petroleum products for the 2009-2010 school year. Motion carried by a unanimous vote.

Breakfast and Lunch Price Increase for the 2009-2010 School Year

Moved by Jean Meyer, seconded by Spencer Yohe to accept the increase of student breakfast and lunch prices by \$0.05 per meal and adult prices by \$0.10 per meal making the prices of \$1.15 per meal for breakfast for elementary breakfast for students and \$1.70 per meal for breakfast for adults and second breakfast, \$1.95 per meal for lunch for elementary students, \$2.05 per meal for lunch for middle/high school students, \$3.00 per meal for lunch for adults and second meals, and \$2.05 per meal for lunch for students attending St. John's Lutheran School. Motion carried by a unanimous vote.

ADMINISTRATIVE REPORTS

Superintendent Moriarty informed the board that a worker's comp audit was performed and the school district has had a high number of claims during the 2008-2009 school year. Areas to address include salt and sanding logs, instructions on proper lifting, and supervision at all times in the weight room. The SAC program is operating each day in the elementary building. There will be recommendations at the July 20th school board meeting to add some time back to staff that have been reduced.

Chair Fruechte thanked Superintendent Moriarty on behalf of the board for his last five years of service and dedication he has given the school district and congratulated him being the recipient of the 2009 Southeast Service Cooperative Outstanding Service Award for his exemplary contributions to the organization.

OLD BUSINESS ITEMS

Boys Basketball Booster Club – Admission to Varsity Games

Moved by Matt Hendel, seconded by Spencer Yohe to table the admission to varsity games topic until the July 20th school board meeting. Motion carried by a unanimous vote.

NEW BUSINESS ITEMS

Kindergarten Classes for the 2009-2010 School Year

At this time there are approximately fifty-two kindergarten students enrolled for the 2009-2010 school year. The board discussed various options on the scheduling of these students for next fall. It was the consensus of the board that this item be tabled until the July 20th school board meeting.

Interim Superintendent Position

Director Hendel updated the board with regard to the interim superintendent position vacancy. They felt they had a strong candidate pool and would like to possibly interview four candidates on July 2nd.

CLOSED SESSION FOR THE DISCUSSION OF THE INTERIM SUPERINTENDENT POSITION

Moved by Matt Hendel, seconded by Charlie Wray to recess the regular school board meeting at 8:45 p.m. to discuss the interim superintendent position. Motion carried by a unanimous vote.

Moved by Michelle Werner, seconded by Charlie Wray to go into closed session at 8:46 p.m. to discuss the interim superintendent position. Motion carried.

Moved by Matt Hendel, seconded by Charlie Wray to reconvene the regular school board meeting at 9:06 p.m. Motion carried by a unanimous vote.

ADJOURNMENT

Moved by Spencer Yohe, seconded by Michelle Werner to adjourn the meeting at 9:10 p.m. Motion carried by a unanimous vote.

Jean Meyer, Clerk