

NORTHFIELD PUBLIC SCHOOLS
Office of the Superintendent
Memorandum

TO: Board of Education
FROM: L. Chris Richardson, Ph.D., Superintendent
RE: Table File Items for June 9, 2014, Regular School Board Meeting

VII. Superintendent's Report

B. Items for Consent Grouping

4. Personnel Items.

a. Appointments *

6. Michael Garlitz, Accelerate Northfield Coordinator for the district for 360 hours/year, beginning 08/18/2014; \$13.67/hour, subject to change upon settlement of 2014-16 agreement.
7. Laura Hakala, .6 FTE English Learner Teacher at the Middle School beginning 08/25/2014 – 06/05/2015; BA, Step 4.

b. Increase/Decrease/Change in Assignment

17. Shari Bridley, Special Education PCA at Longfellow, change to Special Education PCA at the High School for 6.75 hours/day beginning 08/25/2014.
18. Jennifer Deplazes, Special Education EA-PCA (Class IV) at Bridgewater for 6.5 hours/day, change end date to on-going position. Change to Special Education EA-PCA (Class IV) at Bridgewater for 6.75 hours/day beginning 08/25/2014.
19. Cecilia Green, Child Nutrition Manager at the High School, summer change to Child Nutrition Summer Lead at Sibley beginning 06/09/2014 – 08/21/2014.
20. Vicky Malecha, Child Nutrition Associate 2 at the High School, summer change to Child Nutrition Summer position for 3 hours/day at Sibley and the Middle School beginning 06/09/2014 – 08/15/2014.
21. Lori Mullen, Child Nutrition Associate 3 at the High School, summer change to Child Nutrition Summer position for 3.75 hours/day beginning 06/09/2014 – 08/15/2014.
22. Patrick Riley, Chemistry Teacher at the High School, overload class for 2nd semester of the 2013-14 school year beginning 01/28/2014 – 06/06/2014.

d. Resignations / Retirement

6. Anna Braun, Special Education Teacher at the Middle School, resignation effective 6/9/2014.

*Conditional offers of employment are subject to successful completion of a criminal background check.

5. Addendum to Northfield Swim Club Agreement.

The Board is being asked to approve an addendum to the Northfield Swim Club Agreement that is in effect through June 30, 2014. The Addendum extends the current agreement through August 31, 2014, which will allow for all activities by the Swim Club to fall within an annual agreement (September through August).

6. Long Term Contract with Canvas Church.

The School Board is being asked to approve the long term contract with Canvas Church. This long term contract is the fourth year for Canvas Church. This contract is for the time period July 1, 2014 to June 30, 2015. Changes include a change in wage for custodial services (from \$54 to \$56 per hour for Sundays and holidays and from \$43 to \$44 per hour for outside of building hours on Mondays through Saturdays). Other changes were related to incorporating the addendum into the agreement.

Those items include:

- addition of auditorium dressing room left (when available) and north balcony gym
- hours adjusted for when two services are held
- included the guidelines for the use of gymnasium

VIII. Items for Information

3. Appointment to District Youth Council.

At the April 14, 2014, Regular School Board meeting the Board approved the formation of the District Youth Council (DYC). The proposal by the students for a DYC included a School Board member "to regularly attend meetings of the DYC and offer guidance and counsel as necessary to fulfill the Board's mission of providing a youth voice in the affairs of IDS #659." Board Chair Iverson is appointing Board member Rob Hardy to be the Board liaison to the District Youth Council.

ADDENDUM TO AGREEMENT

This Addendum to Agreement is entered into this ninth day of June 2014, by and between the Northfield Public Schools (hereinafter the School) and the Northfield Swim Club (hereinafter the NSC). Only the parts of this agreement that are being amended are included below:

III. Term of Agreement – This addendum extends the current term of agreement through August 31, 2014, unless terminated prior to that date as provided herein. This will allow for all practices within the annual agreement to be within one contract (September through August).

Northfield Swim Club

Northfield Public Schools

Bruce Wiskus, President Date

Noel Stratmoen, Clerk 6/9/14
Date

Kelle Steenblock, Treasurer Date

AGREEMENT

This Agreement is entered into this twelfth day of August 2013 by and between the Northfield Public Schools (hereinafter the School) and the Northfield Swim Club (hereinafter the NSC). It is understood between the parties hereto that the NSC wishes to utilize certain facilities belonging to the School for swim practice purposes. It is further understood that the School wishes to accommodate the NSC pursuant to the School's Policy Regarding Community Use of School Facilities.

This Agreement is a legal contract and each party understands that it may be enforced in the District Court of the County of Rice, State of Minnesota against the School or the NSC if either one of them does not comply with the terms of this Agreement.

I. Description of Premises – The premises covered by this Agreement are the Northfield Middle School swimming pool, the girls locker room and the boys locker room.

II. Use of Premises – The NSC is allowed under this Agreement to use the premises for swim practices. No other use of the premises is authorized under this Agreement. It is expressly agreed and understood between the parties that the NSC shall use the premises only on weekdays, Monday through Friday, at times provided by the facilities scheduling designee of the NSC Board of Directors or a member of the NSC Board of Directors to, and approved by, the School's Facilities Scheduler. Any other use, such as swim meets, will require a separate application; regular rates will apply.

III. Term of Agreement – This agreement shall commence on July 1, 2013 and shall continue until June 30, 2014, unless terminated prior to that date as provided herein. This Agreement may be extended for an additional term, should the parties choose to do so; however, nothing contained herein shall be construed to require the School to extend the Agreement.

IV. Expenses – The NSC hereby agrees to pay to the School the following expenses related to its use of the Premises:

- Facilities – Effective July 1, 2013, the NSC will pay a facility fee of \$22.50 per hour for use of the swimming pool and the girls and boys locker rooms, with a two (2) hour maximum charge per date of use. These fees represent a negotiated 10% reduction from established community use fees. In addition, the NSC will pay an energy fee of \$10.80 per hour for every hour of use of the Pool/Locker Rooms after two hours per date of use, which is a 10% reduction from established energy fees. When the NSC shares space with the Community Services Division and SCUBA classes, the NSC will pay one-half of the agreed upon rental fee.
- Custodial – The NSC will pay \$43.00 per hour to the School for custodial services related to the NSC's use of the Premises should the use fall outside the normal hours of building operation, Monday through Friday. The NSC understands and agrees that the custodial services shall include any clean up necessary from any other event located on or about the premises which might occur during the day or evening prior to the NSC's practices. The NSC understands and agrees that custodial service is required in the building prior to, and after, the NSC's use of the premises. In addition, any use during non-school months in June, July and August, as the schedule allows, up to two hours per day of regular custodial time may be charged.

V. Payment of Expenses – The School will bill the NSC monthly for any of the aforementioned expenses. The NSC will make payment within 30 days of its receipt of any such invoice. Invoices will be sent electronically to the NSC Treasurer, email to be provided by the NSC

VI. Limitations on NSC Use of Premises – According to the school district facility policy, school district activities and events take precedence over permit usage. The NSC understands that other School and non-School related activities may take precedence over the NSC's use of the premises. In the event the NSC's use of the premises is to be precluded by any such activity, the Community Services Division Office will attempt to provide two weeks notice to the NSC that it will not be allowed to use the premises. In addition, the NSC understands that there may be School or non-school activities which may require that certain pieces of equipment be left in the pool area or in locker rooms located on the premises. The NSC agrees that in such an event it will take every precaution necessary not to disturb such equipment. Activities scheduled in school facilities can be viewed at <http://fs-northfield.rschooltoday.com/calendar/index/publicview/> Northfield High School Swim and Dive Team meet schedules can be viewed at http://www.missotaconference.org/g5-bin/client.cgi?G5genie=36&school_id=121.

VII. Snow Emergency or Calamitous Event – In the event of a snow emergency, or any other event which may substantially impair the safety or viability of the premises, the NSC understands and agrees that the School will exercise its discretion in deciding whether to cancel any scheduled use of the premises by the NSC. The School hereby agrees to make every effort to provide the NSC with as much advance notice of any such cancellation as possible.

VIII. Keys – The NSC understands and agrees that this Agreement shall entitle the NSC to possess two sets of keys to access the swimming pool, pool office, pool equipment room and locker rooms on the premises. The NSC has determined that these keys are to be issued to the current President and the current Head Coach of the NSC. The assigned keyholders will each sign for and be issued a key from the Facilities Scheduler at the beginning of the contract period and shall return the key at the end of the contract period, or when there is a change in keyholder. In the event these keys are lost, the NSC will be charged actual costs for re-keying/re-coring as necessary.

IX. Storage – The NSC understands and agrees that it shall be allowed to store items of a swim practice nature only on the premises with the knowledge and permission of the School's Facilities Scheduler and Activities Director. All stored items, plus any School items used, must be returned to their assigned location at the end of each day.

X. Northfield Public School Access Policy – The NSC understands and agrees that the Northfield Public Schools Policy regarding Community Use of School Facilities (the Policy), including any amendments thereto, and the permit delineating dates of use and expectations of use are hereby incorporated into this Agreement. Adequate and responsible adult supervision must be present in all areas where participants in NSC activities are located. In the event any provision of this Agreement contradicts any provision of the Policy, this Agreement shall control.

XI. Assignment and Delegation – The NSC hereby agrees that none of its rights contained in this Agreement may be assigned, nor may any of its duties be delegated, without the express written permission of the School. The NSC further agrees that any such permission will be at the sole discretion of the School.

XII. Default – The NSC understands that in the event the NSC violates any provision of this agreement, or any provision of the Policy, the School may, at its sole discretion, declare this Agreement void and discontinue the NSC's use of the premises.

XIII. No Oral Representations -- The parties hereto understand that this Agreement constitutes the complete understanding of the parties, and that neither party is relying on any oral representations made by the other party.

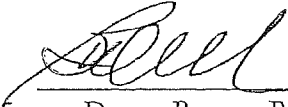
XIV. Insurance -- During the term of this agreement, the NSC shall obtain and maintain at its expense, the following types and amounts of insurance:

Insurance against bodily injury and property damage which is to be in the amount of at least One Million Dollars (\$1,000,000) per occurrence and naming the School as an additional insured with copies thereof to be provided by the NSC. Furthermore, insurance covering all property owned by the NSC and stored on the premises shall be the sole responsibility of the NSC.

XV. Waiver of Subrogation -- The NSC hereby waives all claims for recovery from the School for any loss or damage to any of its property regardless of the nature of how said loss or damage occurred.

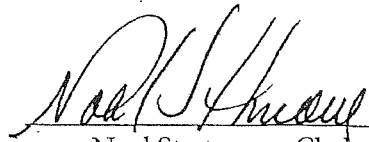
Northfield Swim Club

Northfield Public Schools



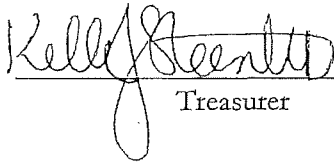
Devon Barnes, President
Bruce Wiskus

18 DEC 13
Date



Noel Stratmoen, Clerk

8/12/2013
Date



Treasurer

9/5/13
Date

AGREEMENT

This Agreement is entered into this ninth day of June 2014, by and between the Northfield Public Schools (hereinafter the School) and Canvas Church, PO Box 14, Northfield, MN 55057 (hereinafter the Church). It is understood between the parties hereto that the Church wishes to utilize certain facilities belonging to the School for worship purposes. It is further understood that the School wishes to accommodate the Church pursuant to the School's Policy Regarding Community Use of School Facilities.

This Agreement is a legal contract and each party understands that it may be enforced in the District Court of the County of Rice, State of Minnesota against the School or the Church if either one of them does not comply with the terms of this Agreement.

I. Description of Premises – The premises covered by this Agreement are located at Northfield High School, 1400 Division Street South, Northfield, MN, and include the Auditorium, the Auditorium Dressing Room Left (when available), the Lower Cafeteria, the restrooms adjacent to the Auditorium and the Lower Cafeteria, the Upper Cafeteria, the Hallway between the Upper Cafeteria and the Lower Cafeteria, and the North Balcony Gymnasium (in accordance with the attached *Guidelines for the Use of Gymnasiums*).

II. Use of Premises – Under this Agreement, the Church is allowed to use the premises for worship services and for fellowship time during which it is understood refreshments may be served outside of the Auditorium. No other use of the premises is authorized under this Agreement. If there are any issues with accessing the building during the reserved times, contact Head Custodian, Mark Harder, 612-695-6701.

- a. September 7th through May 24th – It is expressly agreed and understood between the parties that the Church shall use the premises only on Sundays, for two worship services, from 7:00 a.m. to 1:30 p.m. except as otherwise agreed upon. The School's custodian on duty shall open the entry doors by 6:45 a.m. on Sundays.
- b. May 31st through August 30th – It is expressly agreed and understood between the parties that the Church shall use the premises only on Sundays, for one worship service, from 7:30 a.m. to 12:30 p.m. except as otherwise agreed upon. The School's custodian on duty shall open the entry doors by 7:15 a.m. on Sundays.
- b. Any variation from this schedule, including leaving the stage set up outside of scheduled services, must be arranged with the Facilities Scheduler and approved by the Community Services Director, as the calendar allows, without School Board action.

III. Term of Agreement – This agreement shall commence on July 1, 2014 and shall continue until June 30, 2015, unless terminated prior to that date as provided herein. Early termination of this agreement by either party requires a thirty-day notice. This Agreement may be extended for an additional term, should the parties choose to do so; however, nothing contained herein shall be construed to require the School to extend the Agreement.

IV. Expenses – The Church hereby agrees to pay to the School the following expenses related to its use of the Premises:

- Facilities – Effective July 1, 2013, the Church will pay a facility use fee of \$14.40 per hour for use of the Auditorium, \$14.40 per hour for use of the Lower Cafeteria, \$14.40 per hour for use of the Upper Cafeteria, \$12.60 per hour for

use of the North Balcony Gymnasium and \$9.90 per hour of use for a Dressing Room, with a two hour maximum charge per space per date of use. These fees represent a negotiated 10% reduction from established community use fees. In addition, the Church will pay an energy fee of \$4.50 per hour for every hour of use of the Auditorium after two hours, an energy fee of \$4.50 per hour for every hour of use of the Lower Cafeteria after two hours, an energy fee of \$4.50 per hour for every hour of use of the Upper Cafeteria after two hours, an energy fee of \$1.80 per hour for every hour of use of the North Balcony Gymnasium after two hours and an energy fee of \$0.90 per hour for every hour of use of a Dressing Room after two hours, a 10% reduction from established energy fees.

- Custodial – The Church will pay \$56.00 per hour to the School for custodial services related to the Church’s use of the premises on Sundays and Holidays and \$44.00 per hour outside of building hours on Mondays through Saturdays. The Church understands and agrees that custodial services shall include any cleanup necessary from any other event located on or about the premises which might occur during the day or evening prior to the Church’s worship services and any cleanup after the Church’s use to get the school ready for the next school day in accordance with health and safety standards. The Church understands and agrees that custodial service is required to be in the building prior to and after the Church’s use of the premises and will be billed for a minimum of four and a half (4.5) hours for Sunday worship services or for actual time if more than four and a half (4.5) hours are required. Events other than Sunday worship services will be billed for actual time.
- Set up and take down – It is agreed that the set up of reserved spaces for use and the take down, including returning the spaces to their intended use, is primarily the responsibility of the Church. If School personnel perform these functions, the Church will be charged for additional custodial time as required.
- Snow Removal – The Church will pay for snow removal as is reasonably necessary to provide adequate access to the Premises for use by the Church. The Church will pay \$112.00 each time snow removal is required. The Church understands that the decision to remove any snow in preparation of the Church’s use of the premises shall be at the sole discretion of the School.

V. Payment of Expenses – The School will bill the Church monthly for any of the aforementioned expenses. The Church will make payment within 30 days of receipt of any such invoice. Invoices will be sent electronically to: jeff@canvaschurch.cc.

VI. Limitations on Church Use of Premises – The Church understands that other school and non-school related activities may take precedence over the Church’s use of the premises. In the event the Church’s use of the premises is to be precluded by any such activity, the School will attempt to provide two weeks notice to the Church that it will not be allowed to use the premises and will make every effort to provide an alternative site, if requested to do so by the Church. In addition, the Church understands that there may be school or non-school activities which may require that certain pieces of equipment, such as set constructions in the Auditorium, be left out. The Church agrees that in these situations it will take every precaution necessary not to disturb such equipment. Activities scheduled in school facilities can be viewed at <http://fs-northfield.rschooltoday.com/calendar/index/publicview/>.

VII. Snow Emergency or Calamitous Event – In the event of a snow emergency or other event which may substantially impair the safety or viability of the premises, the Church understands and agrees that the School will exercise its discretion in deciding whether to cancel any scheduled use of the premises by the Church. The School agrees to make every effort to provide the Church with as much advance notice of any such cancellation as possible. If the event is of a calamitous and on-going nature, the School will make every effort to provide an alternative site for the Church.

VIII. Equipment Use

- a. Auditorium – The School will allow the Church to install and keep Church-owned lighting and sound equipment in the Auditorium and to keep the cords in the catwalk area when not in use. The Church will have access to the balcony, catwalk and sound booth and will have use of the School's projector and projection screen. Assistance provided by the Auditorium Technician will be billed at \$40.00 per hour.
- b. Upper Balcony Gymnasium – Reference the attached *Guidelines for the Use of Gymnasiums* as to any restrictions and requirements of equipment use. The Church may provide their own equipment and will be responsible for removing such equipment each day. All such equipment must be appropriate for gymnasium use.

IX. Keys – The Church understands and agrees that nothing contained in this Agreement shall entitle the Church to possess keys to any of the locks located on or about the premises.

X. Storage – The Church understands and agrees that it shall not be allowed to store any items of any nature on or about the premises, unless specifically agreed to by the School.

XI. Signage – The Church will be allowed to post temporary signs on School property indicating the location and time of services. The Church understands and agrees that any such signs must be removed within one hour of the close of any permitted service.

XII. Northfield Public School Access Policy – The Church understands and agrees that the Northfield Public Schools Policy regarding Community Use of School Facilities (the Policy), and any amendments thereto, are hereby incorporated into this Agreement. In the event any provision of this Agreement contradicts any provision of the Policy, this Agreement shall control.

XII. Assignment and Delegation – The Church hereby agrees that none of its rights contained in this Agreement may be assigned, nor may any of its duties be delegated, without the express written permission of the School. The Church further agrees that any such permission will be at the sole discretion of the School.

XIV. Default – The Church understands that in the event the Church violates any provision of this agreement, or any provision of the Policy, the School may, at its sole discretion, declare this Agreement void and immediately discontinue the Church's use of the premises.

XV. No Oral Representations – The parties hereto understand that this Agreement constitutes the complete understanding of the parties, and that neither party is relying on any oral representations made by the other party.

XVI. Insurance – During the term of this agreement, the Church shall obtain and maintain at its expense, the following types and amounts of insurance:

Insurance against bodily injury and property damage which is to be in the amount of at least One Million Dollars (\$1,000,000) per occurrence and naming the School as an additional insured with copies thereof to be provided by the Church.

Furthermore, insurance covering all property owned by the Church and stored on the premises shall be the sole responsibility of the Church.

XVII. Waiver of Subrogation – The Church hereby waives all claims for recovery from the School for any loss or damage to any of its property regardless of the nature of how said loss or damage occurred.

Canvas Church

Northfield Public Schools

Jeff Wendt, Pastor

Date

Noel Stratmoen, Clerk

Date

ATTACHMENT TO AGREEMENT

Guidelines for Use of Gymnasiums

- Groups must ensure that a permit has been approved in advance through the Community Services Division. No use is allowed without a facility use permit. Any changes to the approved permit must be approved by the Community Services Division prior to the schedule change.
- Removal of street shoes is required prior to entering the gymnasium. Non-marking, clean gym shoes are required of all facility users accessing gymnasiums. If such footwear is not available, participants should enter in stocking feet.
- Participants and/or spectators are not allowed access to any equipment, including mats, batting cages, bleachers or other equipment, that is not approved for use by the group.
- Only program participants are allowed in gymnasiums during the scheduled use, including practices or games. Non-participants are not allowed to be on or in the play area.
- Participants in programs should remain in the designated area for their activity. Participants are not allowed access to other areas of the building unless specifically stated in the facilities permit.
- Groups using school district facilities are required **at all times** to provide responsible adult supervision of all activities.
- No food or beverages are permitted in the gymnasium.
- No animals are permitted in the buildings with the exception of documented assist or therapy animals.
- No drugs, alcohol or tobacco products are permitted in any school district facility or on school district grounds.

Revised 01/20/2014