NORTHFIELD PUBLIC SCHOOLS Office of the Superintendent Memorandum

TO: Board of Education

FROM: L. Chris Richardson, Ph.D., Superintendent

RE: Table File Items for July 14, 2014, Regular School Board Meeting

- VII. Superintendent's Report
 - B. Items for Consent Grouping
 - 7. <u>Personnel Items.</u>
 - a. Appointments *
 - 25. Brent Bielenberg, Assistant Boys Soccer coach at the High School beginning 08/11/2014 10/30/2014; \$12.00/hour.
 - 26. Tyler Faust, 1.0 FTE Special Education Resource Room Teacher (.5 Bridgewater, .5 Greenvale Park) beginning 08/25/2014; BA, Step 0.
 - 27. Erin Nohava-Hall, 1.0 Kindergarten Teacher at Bridgewater Elementary beginning 08/25/2014; MA, Step 5.
 - b. Increase/Decrease/Change in Assignment
 - 55. Amy Moeller, English Teacher at the HS/ALC, change to .6 FTE English Teacher at the High School for Semester 1, and .4 FTE English Teacher at the High School for Semester 2, beginning 08/25/2014 06/05/2015 (2014-15 school year).
 - d. Resignations
 - 19. Annelisa Lindbo, 1.0 FTE Kindergarten Teacher at Bridgewater, resignation effective 07/11/2014.
 - 20. Steve Taggart, Assistant Football Coach at the High School, resignation effective 07/13/2014.
 - 21. Katie Valek, Ventures Coordinator, resignation effective 7/31/2014.
 - f. Ratification of Employment Action

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

8. Greenvale Park Parking Lot Bid.

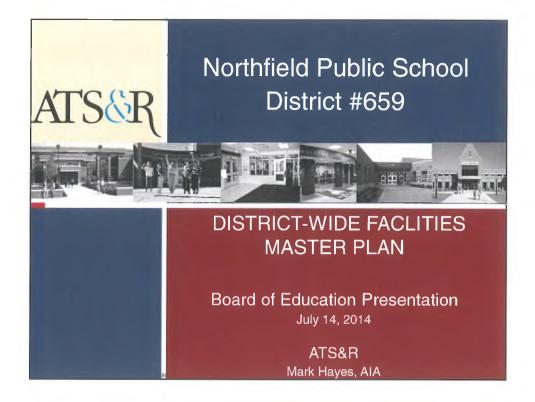
Enclosed is a memo from Director of Buildings and Grounds Paul Bell regarding the bid tabulation of the 2014 pavement rehabilitation project at Greenvale Park. Administration and Inspec is recommending that the Board award the bid to MN Roadways, who submitted the lowest responsive bid of \$177,971 and an Alternate Bid amount of \$27,244 for a total bid amount of \$205,215.

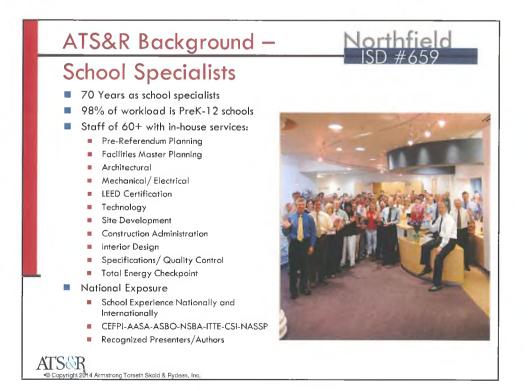
9. Agreement for the Co-Location of Mental Health Services in Setting IV Special Education Programs.

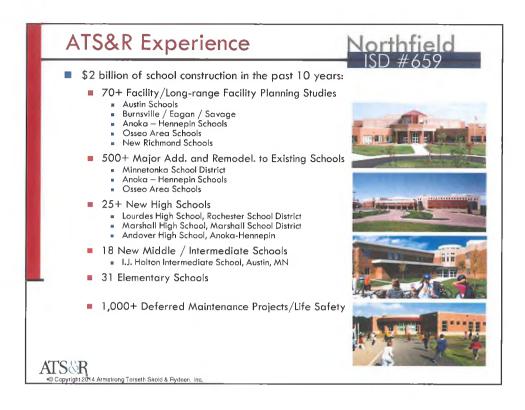
Director of Special Services Cheryl Hall is asking the School Board to approve the enclosed Agreement with the Faribault Schools to provide special education services to a limited population of students with disabilities who need a more restrictive, off-campus special education setting in order to derive educational benefit from regular and special education programming.

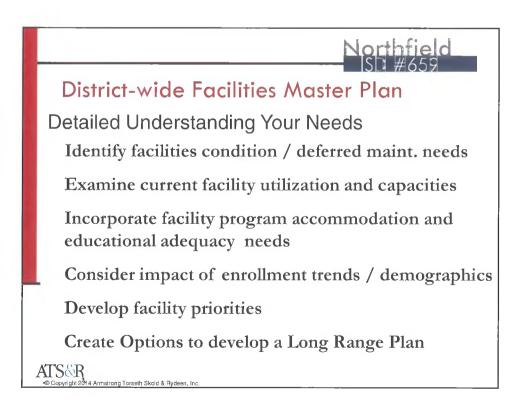
10. Purchase of Service Agreement.

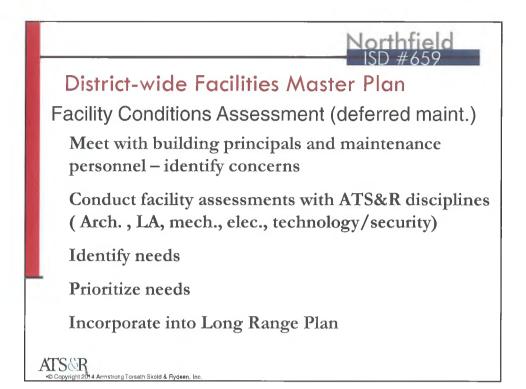
The enclosed Purchase of Service Agreement with the Faribualt School District is for a Birth to Three Facilitator for the time period July 1, 2014 through June 30, 2015. Cheryl Hall is requesting approval of this Agreement.

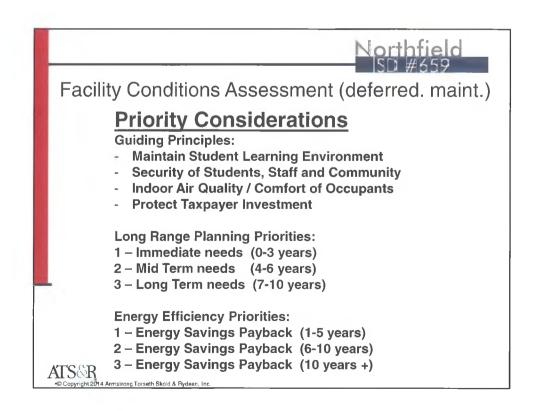


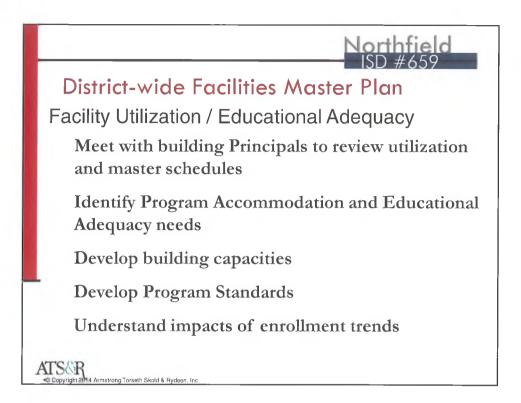


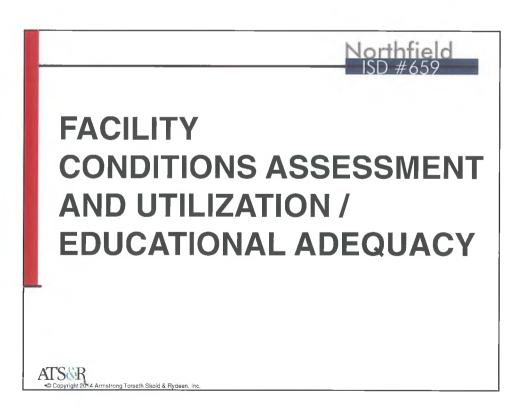




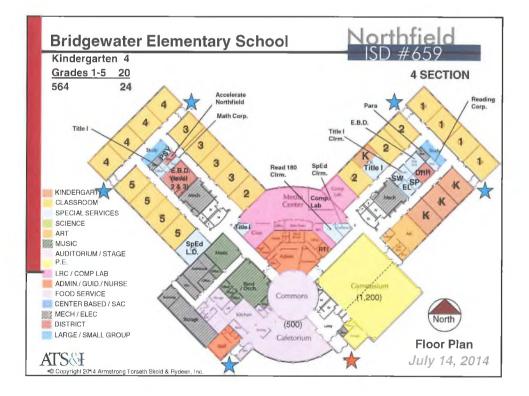


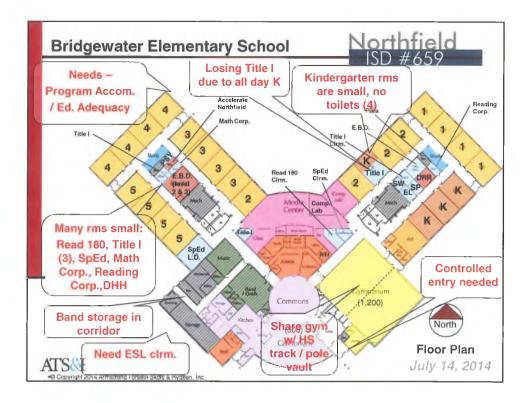


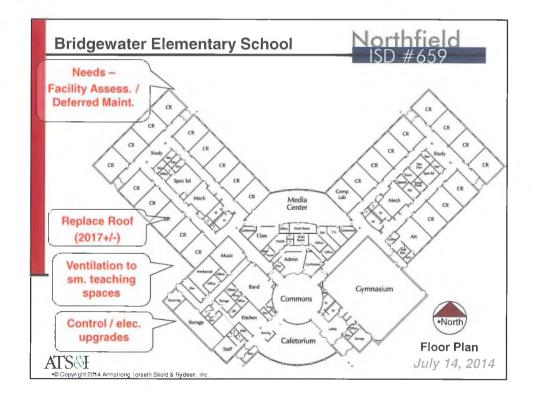


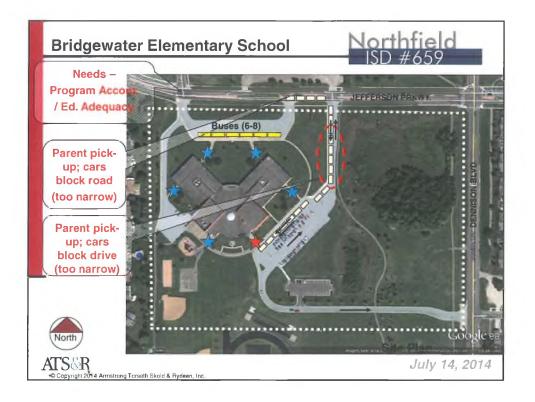




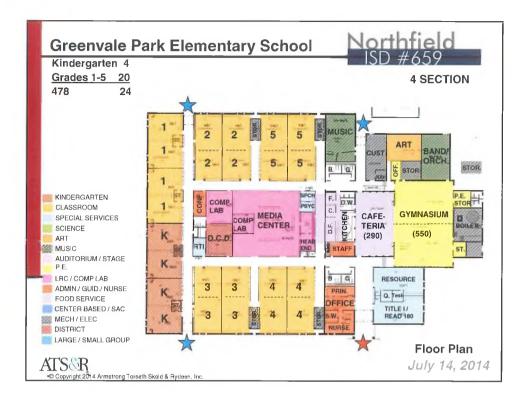


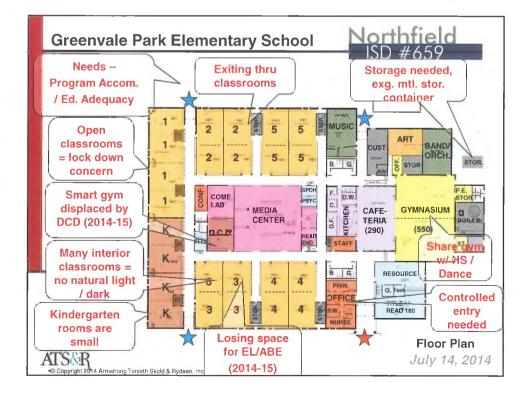


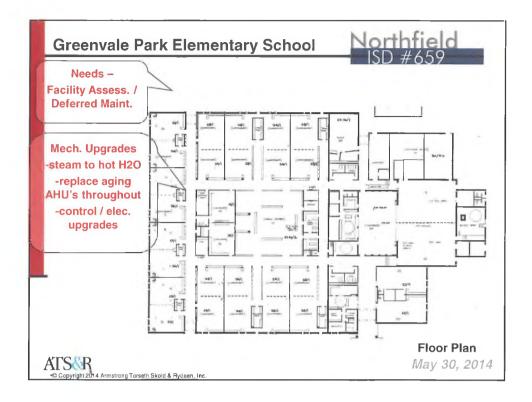




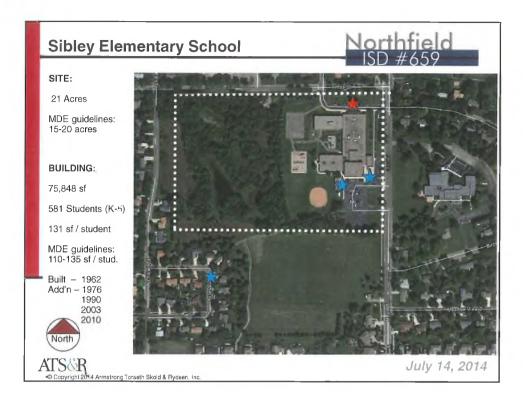




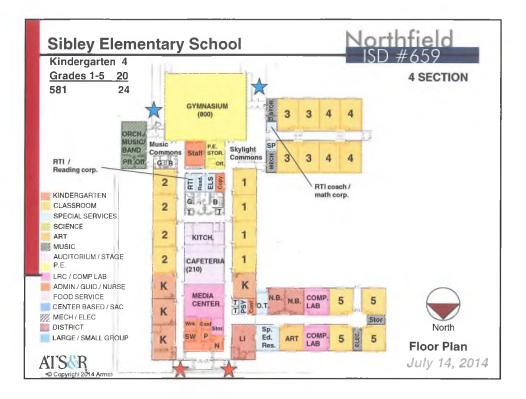


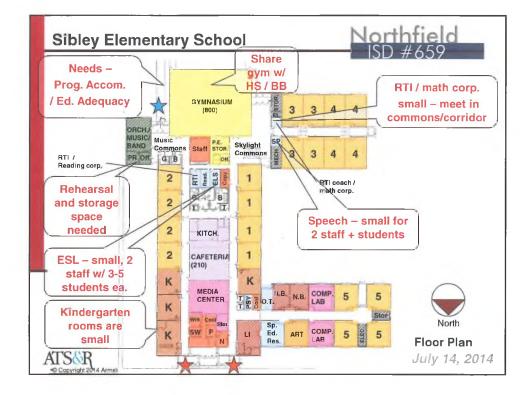


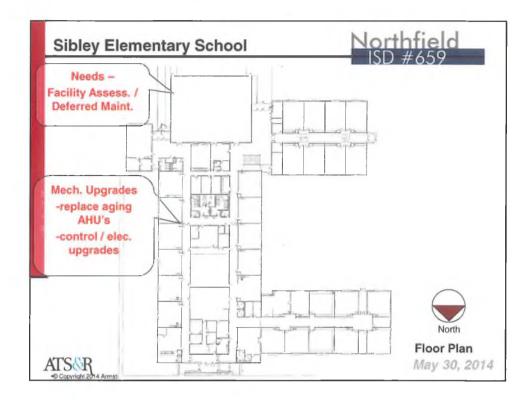


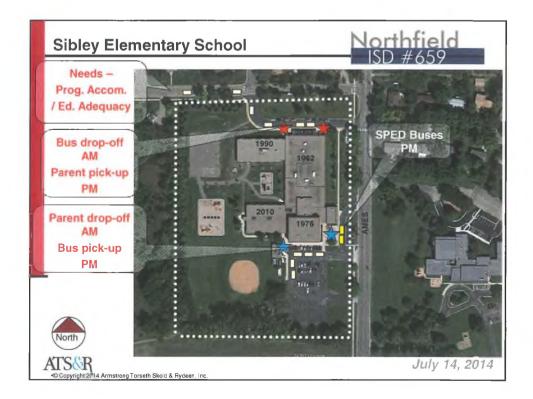




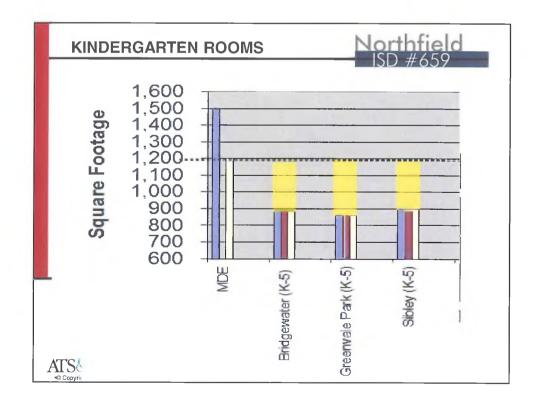


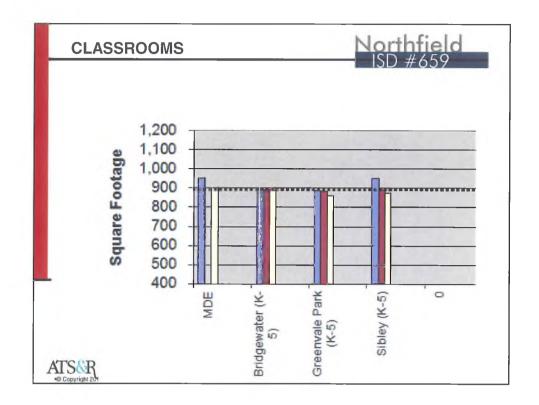


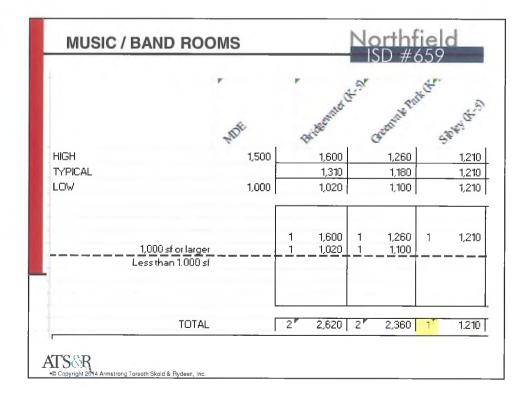


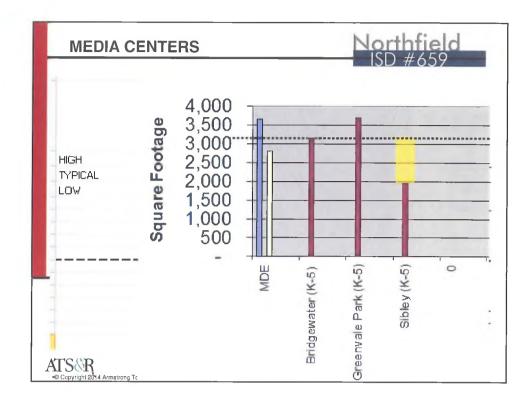


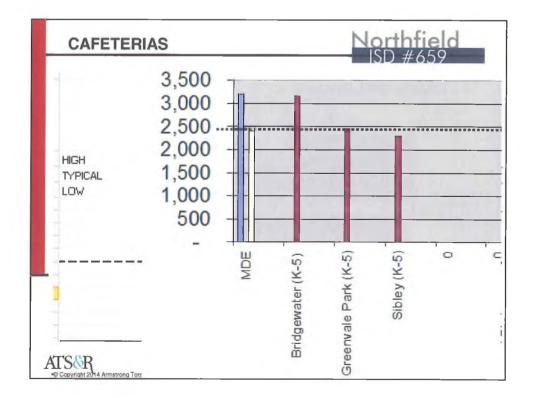
ROOM SIZES	Min	High				SD #	007
Kindergarten Room	1,200	1,500	15	-	25	students	plus- toilets
Classrooms	900	950	15	-		students	
Early Childhood	1.000	1.400	15	-	25	children	incl toilet / coats
Special Education	,						
Small Group	450		5		8	students	
Classroom	800					der-	
Lab	1,200						
Art (multi purpose CR / Lab)	1,000	1,500					
Music (General)	1.000	1,500					
Physical Education (PE)	3,000	4,000					
Multipurpose room	1,700						
Adaptive PE	-500						
PE storage	300						
Learning Resource Center							
Reading (w/ comp. resource)	2,800	3,650	350	-	600	students	
Support	600						
Computer Lab	1,000	1,200	20		30	students	
Food Service							
Dining	2,000	3,400	350	100	600	students	3 periods
Kitchen	500	1,000					serving - minor pre
Support	1,300	2,200					
Student Services (Admin / Staff)	2,700	3,100	350	•	600	students	
Resource / Support							
Small Group	150	200	5	3	10	students	
Large Group	600	1,500	60		125	students	
SITE SIZES	Min	112 auto					
Site (acres) 5 +1/100 students	9	High 11	250		000	at calcust a	
Site (acres) 5 + 1/100 students	Э	11	350	-	600	students	
Site (acres) 10-15 +1/100 students	14	21	350	_	600	students	

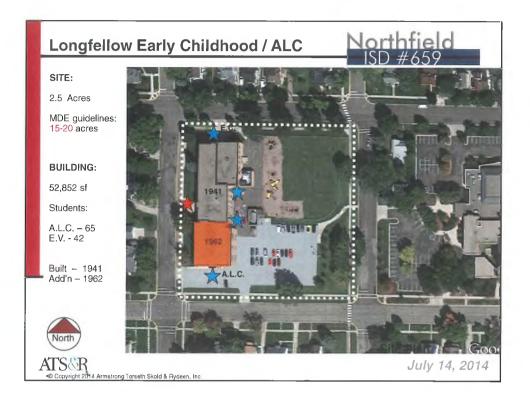


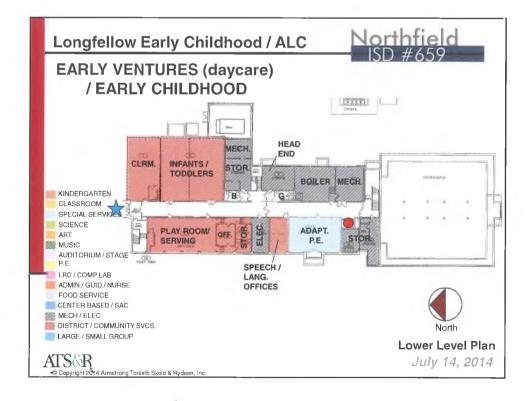


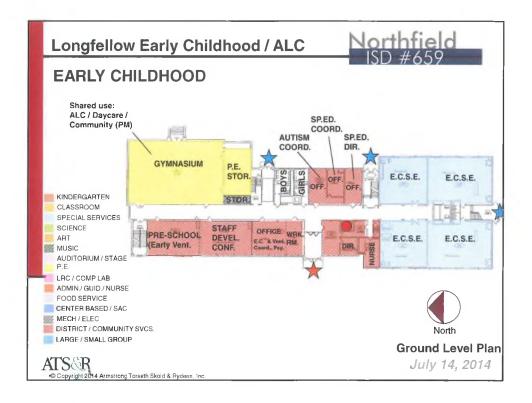


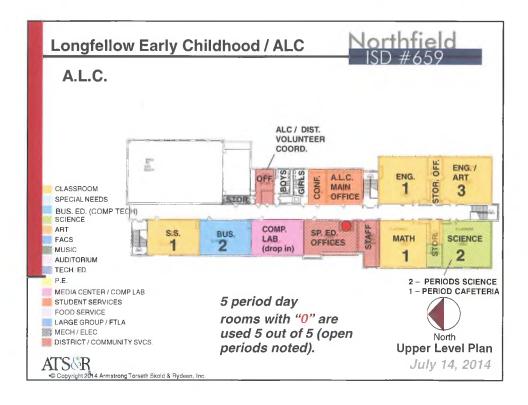


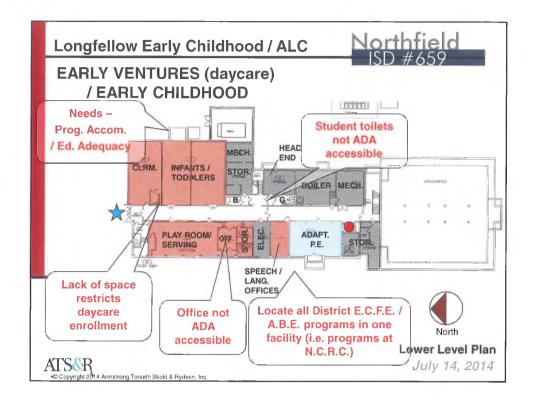


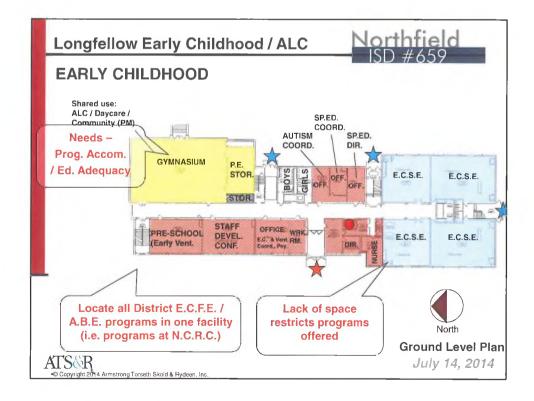


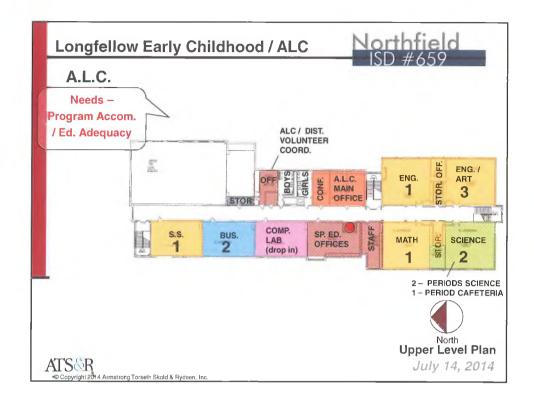


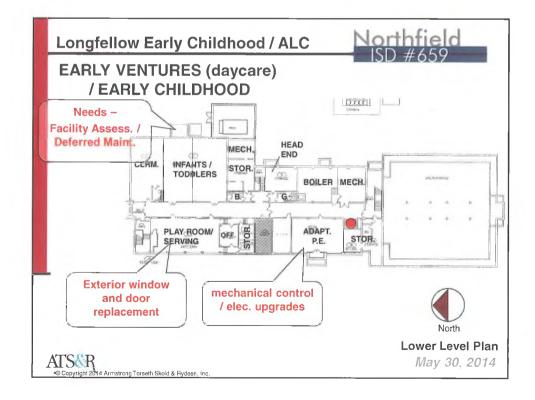




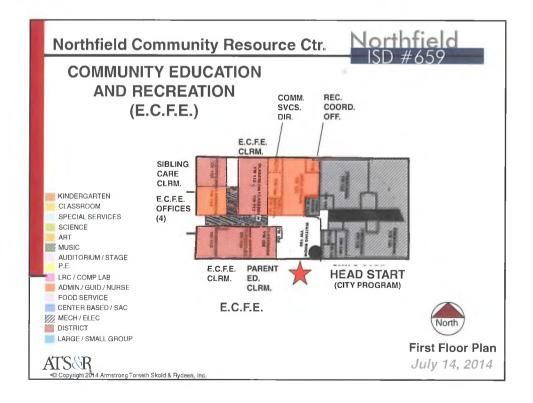


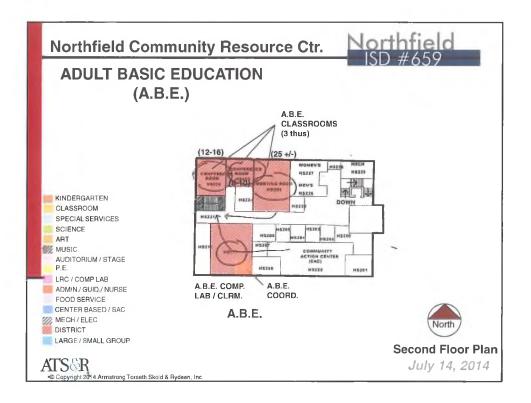


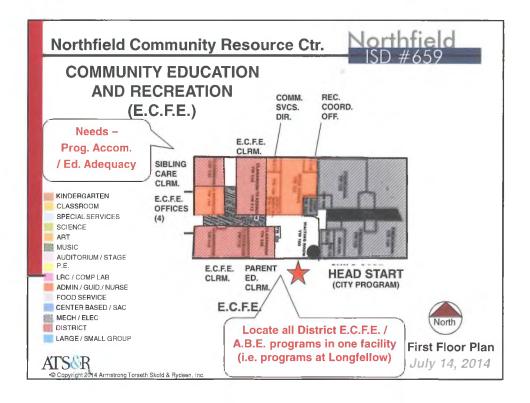


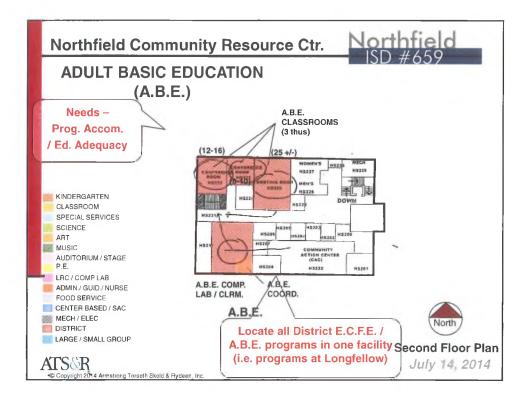


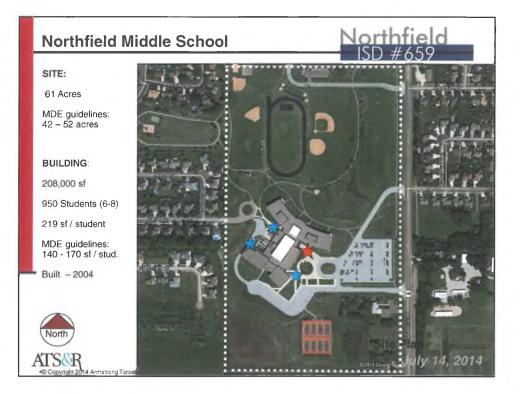


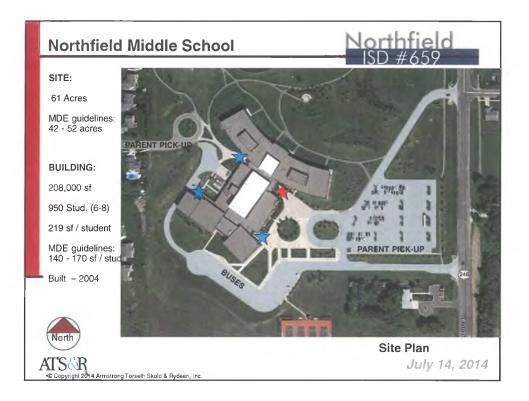


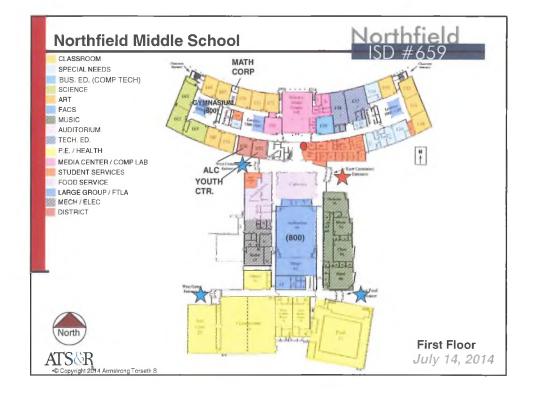


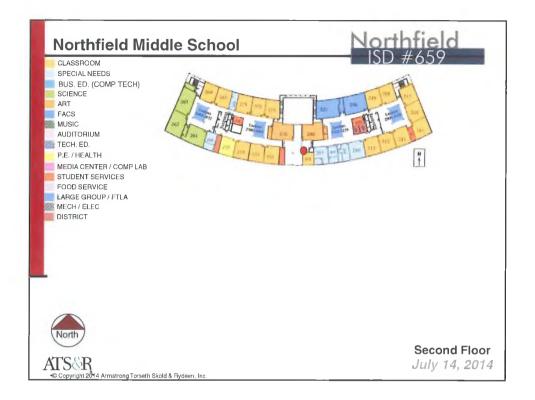


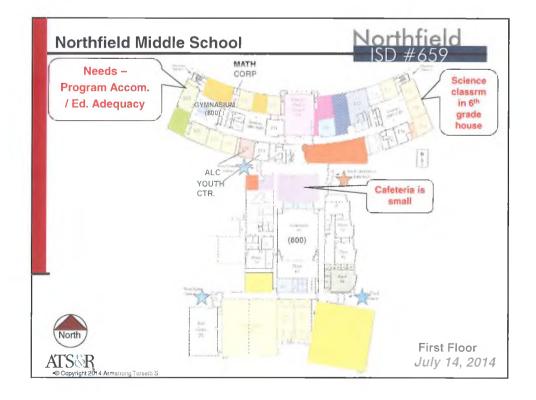


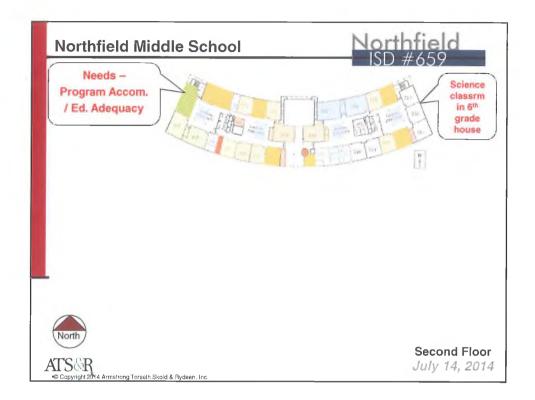


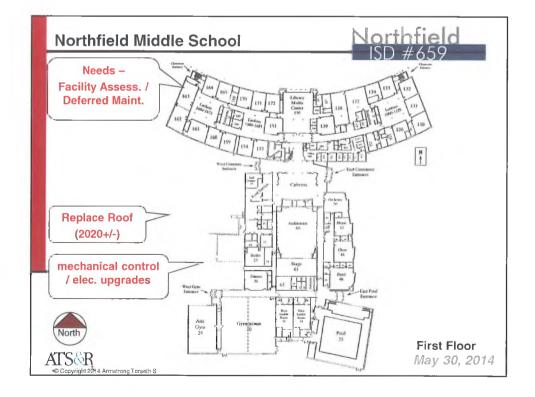


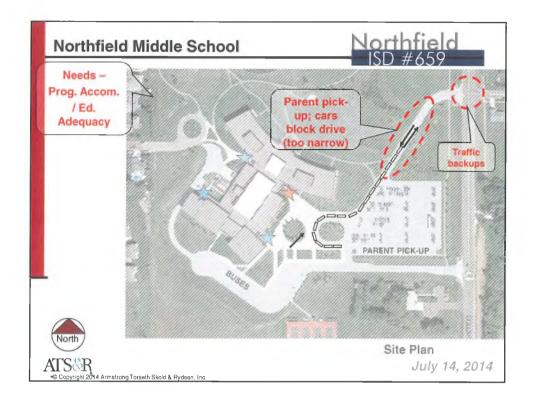




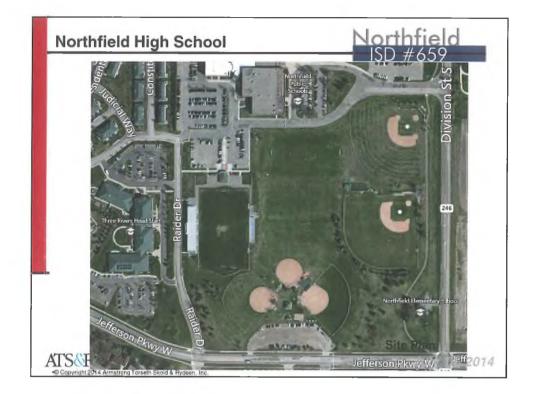


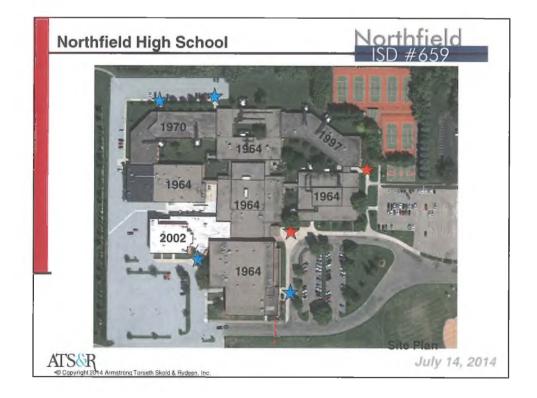


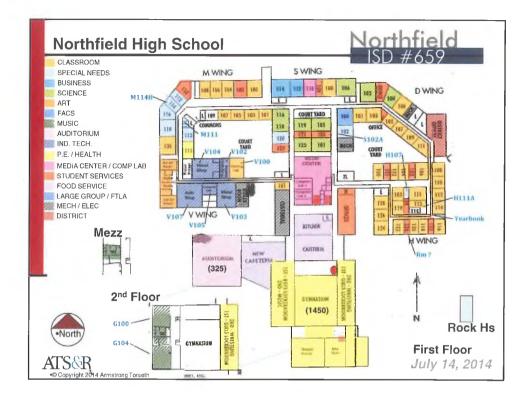


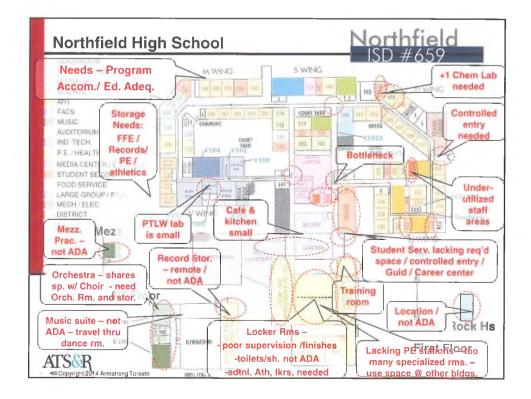


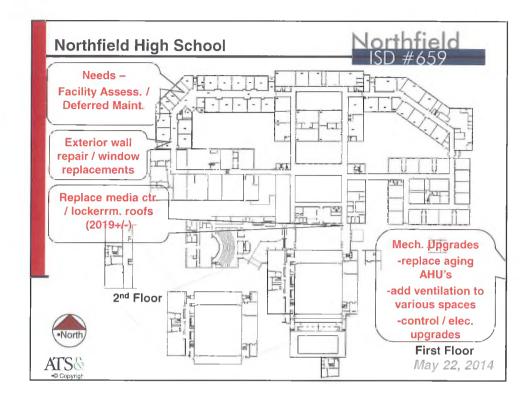


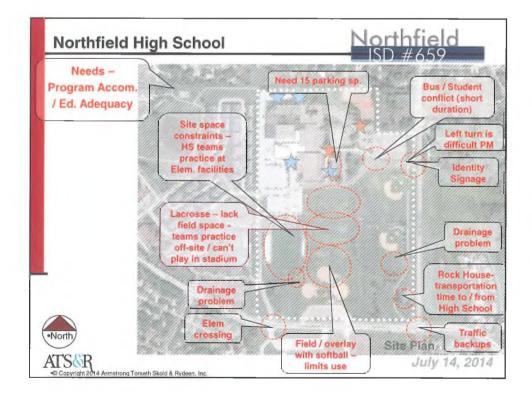






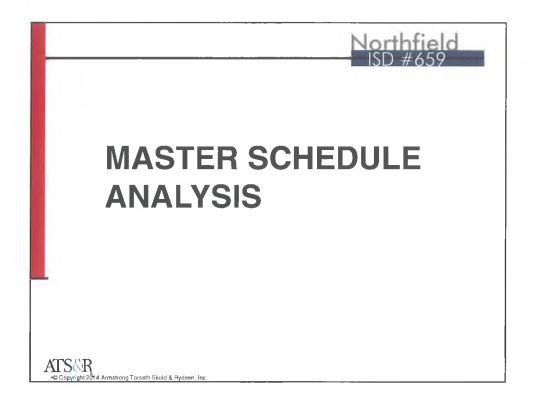


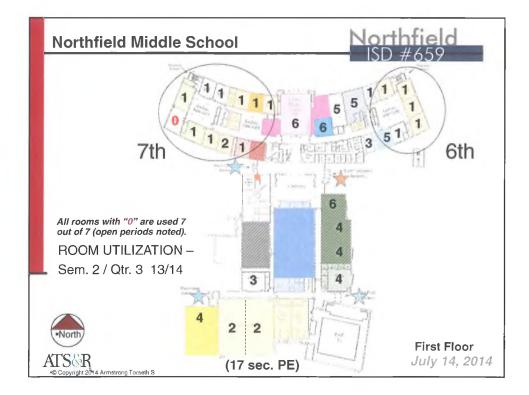


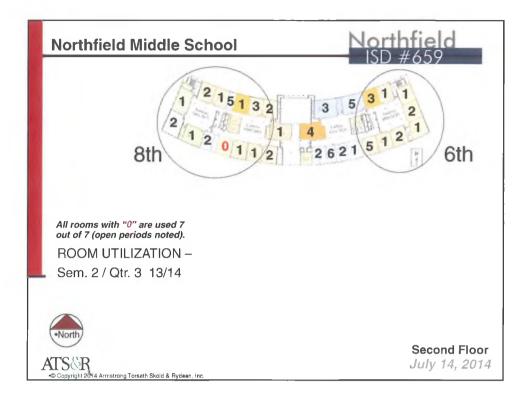


ROOM SIZES	Min	High		1].) L)#0:	0 X
Classrooms	900	950	20		28	students	
Special Education							
Small Group	450		5		8	students	
Classroom	800						
Lab	1,200						
Science	1,200	1,400					
Classroom / Lab	1,200	1,400			24	students	
Storage / Lab prep	300						
Art	1,200	1,500					
Multi / Paint / Drawing Lab	1,200	1,500	20		28	students	plus storage
3D - Ceramics / Clay lab	1,500						plus clay / kiln / sto
Storage	300						
FACS	1,200	1,500	20		24	students	
Classroom / Lab	1,200	1,500					
Technical Education	1,200	1,500					
Tech Lab	1,800	2,400			25	students	plus storage
CADD / Graphics	1,400	1,800	Sec.				plus storage
General Shop	2,000	3,000					plus storage
Music (General)	1,000	1.500	25	124	30	students	
General	1,000	1,200	45	8.2	90	students	
Instrumental	1,500	2,700	45	-	90	students	
Choral	1,200	2,000			The statements		
Physical Education (PE)	6,000	7,000					
Multipurpose/Wrest./Gymnstcs.	1,700						
Weights / Fitness	1,500						
PE storage	300						per station
Learning Resource Center							
Reading (w/ comp. resource)	4,600	5,300	700	-	900	students	
Support	600						
Computer Lab	1,000	1,300	20	-	30	students	
Food Service							
Dining	3,300	4,500	700	121	900	students	3 periods
Kitchen	1,500	2,500					serving - prep
Support	1,600	1,700					
Student Services (Admin / Staff)	4.000	5.000	700	- C - C	900	students	
Resource / Support							
Small Group	150	200	5		10	students	
Large Group	600	1.500	60		125	students	
SITE SIZES	Min	High					

ROOM SIZES	Min	High			12D	#65	Q.
Classrooms	900	950	20	-	28	students	-
Special Education							
Small Group	450		5	-	8	students	
Classroom	800						
Lab	1.200						
Science	1,200	1,500					
Classroom / Lab	1,200	1,400			24	students	
Storage / Lab prep	500	1,400			2-4	atudenta	
Art	1,200	1,500					
Multi / Paint / Drawing Lab	1,200	1,500	20		28	students	
3D - Ceramics / Clay lab		1,500	20		28	siudenis	plus storag
FACS	1,500	1 500	00				plus clay /
	1,200	1,500	20		24	students	
Classroom / Lab	1,200	1,500					
Technical Education							
Tech Lab	1,800	2,400			25	students	plus storag
CADD / Graphics	1,400	2,000					plus storag
General Shop	2,000	3,000					plus storag
Music							
Instrumental	2,000	3,000	125 - 25-				
Choral	1,500	2,200					
Physical Education (PE)	6,000	7.000				Country of	
Multipurpose / Aux Gym	3,200	7,500		and the second s	And a state of the		
Weights / Fitness	2,000	4,000				Contra Co	
PE storage	300	4,000			Second A.		per station
Learning Resource Center	000						peratation
Reading (w/ comp. resource)	7,100	9,100	2000		2200	students	
Support			2000	1.1	2200	siudenis	
Computer Lab	1,800	2,200			00	20	
Food Service	1,000	1,400	20	1	30	students	
	1.				200222		
Dining	7,000	8.800	2000	0.50	2200	students	
Kitchen	2,000	3,000					serving - p
Support	1,500	2,000					
Student Services (Admin / Staff)	7,000	1,000	2000	140	2200	students	
Resource / Support							
Small Group	150	200	5		10	students	
Large Group	600	1,500	60		125	students	
SITE SIZES	Min	High					
Site (acres) 60 +1/100 students	80	82	2000		2200	students	

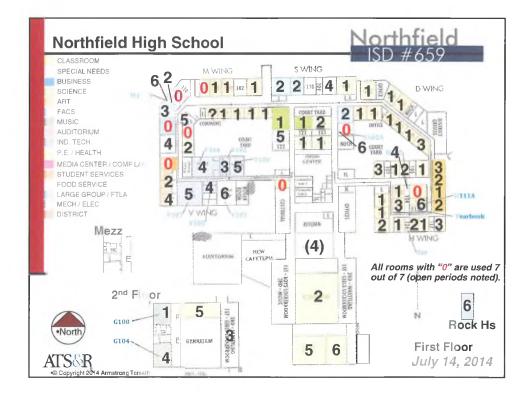






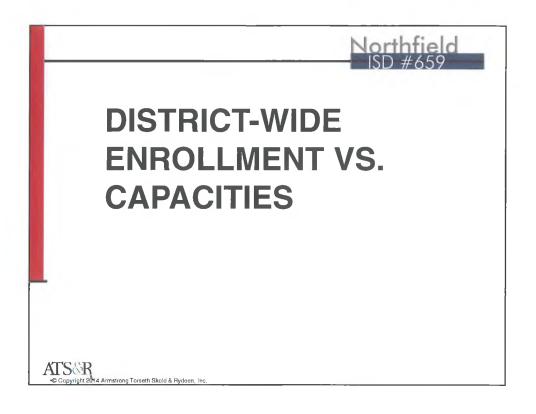
			-							ISD.	#6	<u>157</u>
		~										
MASTER SCHE		ОНП					H		ISA			
Gurrant Enrollment:	950			pjected				950		1.00 Ac	,	nt
Current Grade Level:	6.8			inned G				6-8		0 Te	achors	
Current Periods / Day:	7					is / Day:		7		-	R.	
			Pia	inned U	uliza	bon:		5.3		75%	N OT LABOR PROPERTY	
(SECTIONS EXCLUDE 5		13/14						49			đ	
DEPT.	avg sec 11/12 24.9			ULTIPL		SEC	۰.	P/DAY	-	ATIONS		EXISTIN
LANGUAGE ARTS	22.5	35		1.00		35 12	- (5.0	Ξ	7	71%	
WORLD LANGUAGE	27 8	12		1.00			Ļ	4.0	-	3	57%	
SOCIAL STUDIES	20 0	32			Ξ	32	1	5.3	=	6	76%	
MATHEMATICS	26.8	34			=	0.	1	4.9	Ξ	7	69%	
HEALTH	73	6		1.00	=	6	1	6.0	=	1	86%	
ELL	4.2	6		1.00		6	1	3.0	=	2	43%	
SPECIAL EDUCATION	21.7	44	X		×	44	1	4.4	=	10	63%	
READING	19.7	15		1.00		15	4	7.5	=	2	107%	
STUDY HALL		205	×	1.00	=	21	4	21.0	=	1	300%	3
		203				203	/	5.5		39	0.75	3
FLEX	187	6	x	1.00	=	6	1	12.0	-	1	171%	
BUSINESS	248 U	1	х	1.00	=	1	1	1.0	-	1	14%	
SCIENCE	28.4	32	х	1.00	=	32	1	5.3		6	76%	
ART	25 J	8	х	1.00	=	8	1	4.0	2	2	67%	
FAMILY & CONS. SCI.	31 t	5	х	1.00	=	5	1	2.5	=	2	36%	
MUSIC	21.4	10	х	1.00	=	10	1	2.5	-	4	36%	
CAREER & TECH	241-1	4	х	1.00	=	4	1	2.0	=	2	29%	:
PHYSICAL EDUCATION	26.4	17	х	1 00	=	17	1	4.3	=	4	61%	
MISC			х	1.00	=		1		=			~
		83				83		4.0		22	0.571	2

MASTER SCH				LD W13	s ma	ax proc	bram	acco	mo	dation		14/15 P/o
	950		Projected			1.000		1.06 Adi				19/20 Pre
Current Grade Level:	6-8		Planned			9-12		0 Tea	oher	s		Distant Pro-
Current Periods / Day:	7		Planned		lay:	7			3			
			Planned	Itilization		5.75	1	82%	and a		NON	
(SECTIONS INCLUDE S									2	SCHED	SCHED (ACTUAL
	avg sec 09/10		MILL TIPL	_	_	P/DAY		IONS	4	EXISTING	TATIONS	
LANGUAGE ARTS	24,9	35	x 1.06			5.75	= [6	82%			7
WORLD LANGUAGE		12	x 1.06	= 11		5.75	= 1	2	82%			3
SOCIAL STUDIES	27.8	32	x 1.06	= 34		5.75	=	6	82%			6
MATHEMATICS	267 -	34	x 1.06	= 30	5 /	5.75	= _	6	82%			7
HEALTH	25,8 -	6	x 1.06	= _ 6	5 /	5.75	=	1	62/			1
ELL	14	6	x 1.06	= [6	5 /	5.75	= [1	82%	-		2
SPECIAL EDUCATION	4.2	44	x 1.06	= [4]		5.75	= [8	82%			10
READING	21.7	15	x 1.06	= _ 16		5.75	=	3	82%	-		2
STUDY HALL	19.7		x 1.06	= 22		5.75	=	4	82%	-	(1)	-
-		205		2	F (5.75		37	82%	39	(1)	38
FLEX	5.5 F .	6	x 1.06	= " 6	5 I	5.75	= "	2	82%	1		1
BUSINESS	21.0	1	x ⁷ 1.06	= " '	1 /	5.75	= "	1	82%	1		1
SCIENCE	21.1	32	x 1.06	= 34	1 1	5.75	= "	6	82%	6		6
ART	21.5	8	x 1.06	= 8	3 /	5.75	= "	2	82%	2		2
FAMILY & CONS. SCI.	305	5	х 1.06	= 5	5 /	5.75	= [1	82%	2		2
MUSIC	201.4	10	x 1.06	= 11	1	5.75	= [2	82%	4		4
CAREER & TECH	26.0	4	x ⁶ 1.06	= 4	1.1	5.75	= [1	82%	2		2
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PHYSICAL EDUCATIO						5.75			82%			

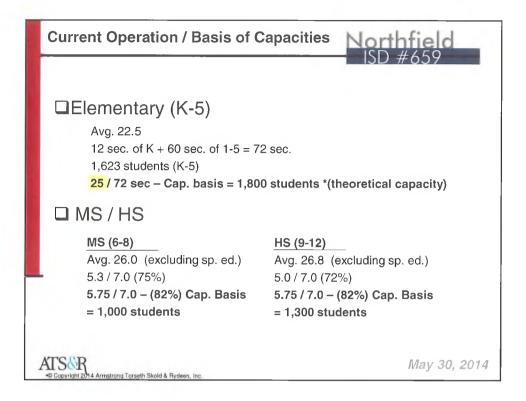


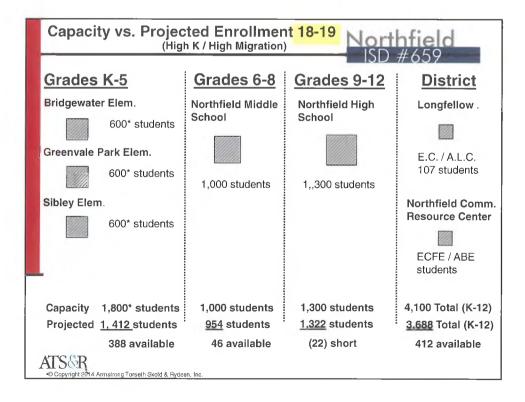
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Current Grade Level:	3-12			Brade Leve Periods / Da		9-12 7		0 Te	eacher	5
Current Periods / Day:	ſ			Periods / Da Utilization:	9: F	5.0		72%	L'EN	Ì
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LANGUAGE ARTS	26.1	40	x 100		1	5.0		8	71%	
WORLD LANGUAGE	22,9	5 31	x 100	= 31	11	4.4	2	7	63%	-
SOCIAL STUDIES	2.8.2	40	x 1 00	= 40	1 "	4.4		, 0	63%	
MATHEMATICS	26.0	42	x 100	= 42	10	53			75%	- 1
HEALTH	38.2 🕥		1 x 1.00	= 5	10	5.0	- 1	1	71%	-
ELL	14 0 🎽	8	x 1.00	= 8	15	4.0	= "	2	57%	
SPECIAL EDUCATION	40	46	x 1.00	= 46	11	4.2	= "	11	60%	F
READING	16.0	" 4	x 1.00	= " 4	15	2.0	= "	2	29%	
STUDY HALL	15.3	41	x 100	= 41	1."	13.7	= "	3	195%	
		257	7	257	11	5.0		51	10.72	51
DRAMA		۰.	x 1.00		1		=			_
BUSINESS	16.8	7 8	x 1.00	= 8	15	4.0	= "	2	57%	2
SCIENCE	26.4	40	x 1.00	= 40	15	5.0	= "	8	71%	- 1
ABT	25.7	1 6	x 1.00	= 16	1 "	5.3	- F	3	76%	-
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MUSIC	41,6	* 8	x 1.00	= " 8	1"	4.0	= "	2	57%	
INDUSTRIAL TECH	21.4	7 11	x 1.00	= 7 11	1 "	2.2	= "	5	31%	
PHYSICAL EDUCATION	30,4	1 4	x 1.00	= 14	1"	2.8	= "	5	40%	5
MISC		۰.	x 1.00	- * - ·	1		-			

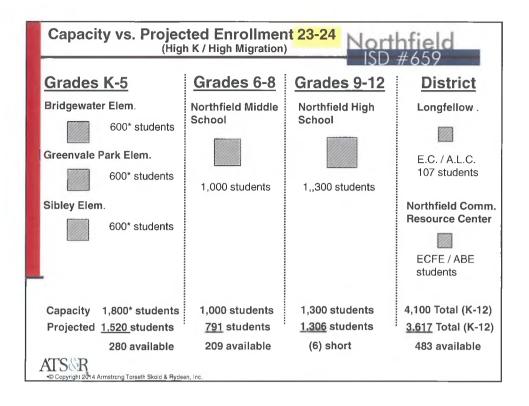
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Current Enrollment:	1,236		Projected Enrollment:	1,300	7 1.06 Ac				19/20 Pro	isction
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			Planned Utilization:	5.75	82%	100		NON-		CH H
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LANGUAGE ARTS	281	40	x 1.06 = 42	1 5.75	= 7	62%	-		8	(1)
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SOCIAL STUDIES	23.2	40	x 1.06 = 42	5 75	= 7	82%			9	(2)
MATHEMATICS	28.0	42	x 1.06 = 45	1 5,75	= 8	82%	8		8	-
HEALTH	30.2 📍 -	5	x 1.06 = 5	1 5.75	= 1	82%	1		1	-
ELL	14.3 .	8	x 1.06 = 8	/ 5.75	= 1	82%	2		2	(1)
SPECIAL EDUCATION	40 -	46	x 1.06 = 49	/ 5.75	= 9	82%	11		11	(2)
READING	14.0 -	4	x 1.06 = 4	/ 5.75	= 1	62%	2		2	(1)
STUDY HALL	15.3		x 1.06 = 43	/ 5.75	= 7	82%			3	4
		257	271	/ 5.75	47	82%	51	-	51	(4)
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BUSINESS	16,8 🗖 -	8	x "1.06 = " 8	1 5.75	= 2	82%	2		2	-
SCIENCE	26.4	40	x 1.06 = 42	/ 5.75	= 8	82%	8		8	-
ART	25	15	x 1.06 = 7 17	/ 5.75	= 3	82%	3		3	-
FACS	26.4	5	x ¶.06 ≈ 5	5.75	= 1	82%	1		1	-
MUSIC	41.6	8	x 1.05 = 8	5 75	= 2	82%	2		2	-
INDUSTRIAL TECH	81.4 🐂 -	^r 11	x 1.06 = 12	/ 5.75	= 3	82%	5		5	(2)
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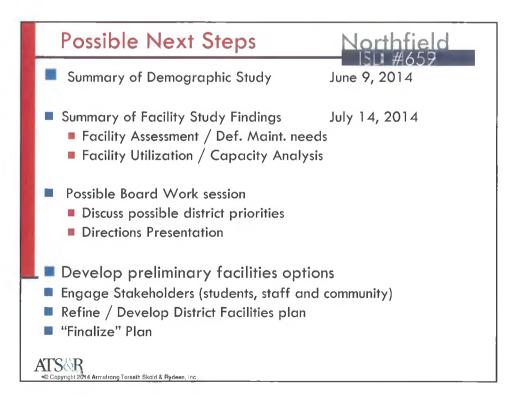


Current Enrollmen	t 2013-14	Nort	hfield
Grades K-5	Grades 6-8	Grades 9-12	<u>District</u>
Bridgewater Elem. 564 students Greenvale Park Elem. 478 students	Northfield Middle School	Northfield High School	Longfellow .
Sibley Elem. 581 students	950 students	1,236 students	Northfield Comm. Resource Center
Current 1,623 students	950 students	<u>1,236 students</u> 3,809 Total (K-12)	students
ATS R © Copyright 2014 Armstrong Torseth Skold & Flyd	een,_lnc		









July 14, 2014

Bid Tabulation

Project: 2014 Pavement rehabilitation at Greenvale Park Elementary

We had three bids come in for the Greenvale Park parking lot. This project is rebuilding both the east and south lots and switching the bus lane to the south lot and moving parent pick up to the front of the school.

Upon review of the bid received from Bituminous Materials, it was obvious they made an error on the price for the alternate which is the removal of an existing six foot wide sidewalk and replacing it with a ten foot wide sidewalk for a safer area to stage the students waiting to load the buses.

The company was contacted and they verified the mistake and asked to withdraw their bid. This left MN Roadways as the low bidder and it is my recommendation we award the bid to them with the alternate for \$205,215.

Thank you

for Belo

Paul Bell

Director of Buildings and Grounds

Contractor	Base Bid	Add Alternate	Total Price
Pine Bend Paving	199,500	30,000	229,500
MN Roadways	177,971	27,244	205,215
Bituminous Materials	185,250	8,162	193,412



Smart engineering of

roofs, walls, pavements

and waterproofing

July 11, 2014

Mr. Paul Bell Northfield Public Schools 1400 Division Street Northfield, MN 55057

RE: Letter of Recommendation 2014 Pavement Rehabilitation Project at Greenvale Park Elementary School

Dear Mr. Bell:

Minnesota Roadways provided the lowest responsive bid for the 2014 Pavement Rehabilitation Project at Greenvale Park Elementary School, with a Base Bid amount of \$177,971.00 and an Alternate Bid amount of \$27,244.00, for a total bid amount of \$205,215.00.

We have personal experience working with Minnesota Roadways and have found their workmanship, scheduling, and overall performance satisfactory.

We therefore recommend that Minnesota Roadways be chosen as the contractor for the 2014 Pavement Rehabilitation Project at Greenvale Park Elementary School.

Sincerely,

INSPEC

Jy lon

Michael D. Remington, P.E.

MDR/dar

5801 Duluth Street Minneapolis, MN 55422 Ph. 763-546-3434 Fax 763-546-8669

Chicago

Milwaukee

Minneapolls

www.inspec.com

Agreement for the Co-Location of Mental Health Services in Setting IV Special Education Programs

This AGREEMENT, entered into by and between Independent School District No. 656, Faribault (hereinafter "Faribault"), Minnesota, Independent School District No. 659, Northfield, Minnesota ("Northfield") (collectively the "School Districts") and Rice County, Minnesota (hereinafter the "County").

RECITALS:

WHEREAS, the School Districts have entered into a certain Amended and Restated Joint Powers Agreement the purpose of which is to provide special education services to a limited population of children with disabilities who need a more restrictive, off-campus special education setting in order to derive educational benefit from regular and special education programming (the "Special Education Students"); and

WHEREAS, the Special Education Students receive instruction and services from the School Districts in a Setting IV special education program known as "Reflections" which is located at 128 8th Avenue NW, Faribault, Minnesota, 55021 (hereinafter the "School Site"); and

WHEREAS, the Special Education Students require mental health therapy and support services from licensed and experienced mental health professionals in order to address their social, emotional and behavioral needs (the "Mental Health Services"); and

WHEREAS, the School Districts do not provide Mental Health Services to the Special Education Students, and

WHEREAS, pursuant to the Minnesota Comprehensive Adult Mental Health Act, and the Minnesota Comprehensive Children's Mental Health Act, Minnesota counties are required to create a unified comprehensive mental health service system for children and adults; and

WHEREAS, the County is in the business of providing Mental Health Services in order to improve the mental health and social functioning of adults, children, and their families; and

WHEREAS, in order to streamline access to Mental Health Services for the Special Education Students, the School Districts desire to make available a portion of the office space at the School Site for use by the County on work days; and

WHEREAS, the parties hereto now desire to enter into an agreement whereby the County shall use a designated portion of the School Site for the purpose of providing Mental Health Services to the Special Education Students in accordance with terms and subject to the conditions set forth below. NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- Location of Services. The County shall provide Mental Health Services at the School Site. The specific spaces to be used by the County at the School Site shall be designated by the School Districts administrator, the Level IV Program Coordinator.
- 2. Parameters of Facility Use; Provision of Services During the School Day. Subject to the terms of this Paragraph and Paragraph 5, below, the County shall have access to the School Site from 7:30 a.m. to 3:30 p.m. on those days designated as school days in accordance with the Program Coordinator for an approved Reflections calendar. Faribault reserves the right to modify the school calendar at any time. The specific days of the week and times that the County shall use the School Site outside of regular school hours shall be determined in advance by the parties hereto and confirmed in writing as well as in the school district electronic community calendar system. The County personnel shall submit a calendar and work schedules to the Program Coordinator each quarter for approval. No additional facility fee shall be charged to the County.
- 3. Coordination and Cooperation. The School Districts and County acknowledge and agree that the provision of Mental Health Services at the School Site where education-related activities are on-going will require a level of coordination and cooperation to ensure the efficient delivery of appropriate special education services and Mental Health Services.

To that end, the County and School Districts shall:

Follow established referral intake procedures outlined in the Staff handbook. The County and School Districts acknowledge and agree to adhere to a daily schedule as established and coordinated between the Program Coordinator as the administrator of the Level IV program and the Rice County Social Services Supervisor as the mental health clinical supervisor. Attend all IEP Team meetings of Special Education Students receiving services at Reflections. At such meetings, the County shall provide input regarding assessment data, progress (or lack thereof) on therapyrelated goals in relation to IEP educational goals, other information that may be relevant to the School Districts and any recommendations that may impact the delivery of educational services to the Special Education Students. County and School Districts will adhere to the established reintegration plan which shall be followed with the direction of the Program Coordinator.

4. Fee for Facility Use. In consideration of its use of the School Site for office space and the delivery of Mental Health Services beyond the school day, the County shall pay to Faribault a facilities use fee (the "Facility Use Payment"). The amount of the Facility Use Payment shall be based on the district hourly rates for community use.

The Facility Use Payment for July 1, 2014- June 30, 2015 shall be \$35,000, payable in monthly installments of Two Thousand Nine Hundred Sixteen dollars and 67 cents (\$2,916.67). Each installment of the Facility Use Payment shall be due on the first day of each month this Agreement is in effect, commencing on July 1, 2014.

S. 6

- 5. Child Protection Background Check. The County shall obtain a background check pursuant to the Minnesota Child Protection Background Check Act for each employee assigned to the School Site and provide documentation to be on file with the school district. If the county is unable to provide required documentation they will be required to obtain a background check through the district process and are responsible for the cost. If the County receives a report that an employee, volunteer or agent assigned to the School Site has ever been convicted of a background check crime, as defined at Minn. Stat. ¤ 299C.61, it shall take immediate steps to notify the School Districts of the report and remove such employee, from his/her assignment at the School Site.
- 6. Compliance with School District Policies and Procedures. The County acknowledges and agrees that while serving the Special Education Students, its employees shall comply with and adhere to, all of Faribault's policies and procedures, including the Staff and Student Handbook governing the Reflections program, a copy of which is attached as Exhibit A (the "Handbook"), insomuch as Faribault's policies and procedures are consistent with Rice County policies, and employee bargaining agreements. The County shall provide the school district with current licensure, clinical supervision plans and back ground check documentation of its employees working in the school programs.
- 7. Termination of Agreement. Either party hereto may terminate this Agreement by providing ninety (90) days written notice of such intent to the other party pursuant to Paragraph 9 below. Upon termination of the Agreement, the County shall remove all of its materials, equipment and records and otherwise vacate the School Site by not later than the close of business of the next business day following the termination date.
- 8. Notices. All notices or other communications shall be deemed served when faxed or mailed by certified or registered mail, postage prepaid, with proper address as indicated below. Until otherwise provided by the parties hereto, all notices or other communications to each of them shall be addressed as follows:

<u>To the School Districts</u>: Director of Special Services Independent School District No. 656 2800 1st Ave. NW, Suite 1 Faribault, MN 55021

Director of Student Services

Independent School District No. 659 1400 Division Street South Northfield, MN 55057 <u>To County</u>: Mark Shaw, Social Services Director Rice County 320 NW 3rd Street Faribault, MN 55021

- 9. Protection of Confidential and Private Data. As part of the intake process, Release of Information forms are signed for County and District information exchange in order to plan for student needs. The County acknowledges and agrees that all records generated by the School Districts relative to the education of the Special Education Students are educational records and are classified as confidential under the Family Education Rights and Privacy Act ("FERPA"), and private data within the meaning of the Minnesota Government Data Practices Act ("MGDPA"). Prior to receiving access to a Special Education Student's educational records, the County shall obtain written and informed consent authorizing such release from the subject of the data, or if the data subject is a minor, the minor's parent or guardian. The School Districts acknowledge and agree that all records generated by the County relative to the Mental Health needs of the Special Education Students are mental health records and are classified as confidential under the Health Insurance Portability and Accountability Act (HIPAA) and considered as private data within the meaning of the Minnesota Government Data Practices Act (MGDPA). Prior to receiving access to a Special Education Student's mental health records, the School Districts shall obtain written and informed consent authorizing such release from the subject of the data. or if the data subject is a minor, the minor's parent or guardian.
- 10. No Financial and Legal Responsibility for Mental Health Services. The County acknowledges and agrees that the Mental Health Services it provides at the School Site does not constitute regular education or special education services and that the School Districts shall have no financial or legal responsibility to provide the Mental Health Services.
- 11. No Financial and Legal Responsibility for Special Education Services. The School Districts acknowledge and agree that the Special Education Services it provides at the school site does not constitute mental health services and that the County shall have no financial or legal responsibility to provide the Special Education Services.
- 12. Status of the County; Supervision of Employees. The County acknowledges and agrees that (a) its employees are not employees or independent contractors of the School Districts and that the County's authority is specifically limited to the contractual rights and obligations assigned under this Agreement; (b) the County shall have no authority to bind the School Districts for the performance of any services or to otherwise obligate the School Districts; (c) the County's employees

shall not be considered, under the provisions of this Agreement or otherwise, as having employee status and, accordingly, the County shall be responsible for payment of all taxes and fees arising out of the County's activities under this Agreement; and (d) the County shall exercise its own discretion in respect to the performance of its duties under this Agreement. The County acknowledges and agrees that it is solely responsible for clinical supervision while directing its employees in the provision of Mental Health Services to Special Education Students at the School Site. The County further acknowledges and agrees that it holds no authority or responsibility whatsoever to direct, control, supervise or assign tasks to, employees of the School Districts who work at the School Site. That direction is under the responsibility and authority of the Program Coordinator for the Level 4 programs.

- 13. Employee Misconduct. The County agrees that upon notification that an employee of the County has violated a provision of a Faribault policy or procedure (including the Handbook) has violated a law, jeopardized the mental or physical health of a Special Education Student assigned to the School Site or disrupted the educational environment at the School Site, it will address the incident in a timely manner consistent with County policy, procedures and employee bargaining agreements.
- 14. Liability and Insurance. Nothing in this Agreement shall constitute a waiver of the rights, privileges and benefits to which each party is entitled under Minnesota Statutes. Each party agrees that it will be responsible for its own acts and/or omissions and for those of its officers, employees, representatives, and agents in carrying out the terms of this Agreement and the results thereof, to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability and the monetary limits of liability of the parties, their officers, employees, representatives and agents shall be governed by the Minnesota Government Tort Claims Act, (Minnesota Statutes Chapter 466) and other applicable law. Each party hereto shall obtain insurance against claims arising out of the provision of Special Education and Mental Health Services at the School Site in an amount not less than the amounts set forth in Minn. Stat. ¤ 466.04, subd. 1, as amended.
- 15. Entire Agreement/Modifications/Applicable Law. This Agreement contains all of the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

- 16. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.
- 17. Binding Agreement. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective administrators, successors and assigns.
- 18. No Oral Waiver. No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date indicated next to the name of the party who signs below.

INDEPENDENT HOOL DISTRICT NO. 656 Bv: **Board Chair** Clerk

Dated: 4/23, 2014

Dated: 6/23,2014

INDEPENDENT SCHOOL DISTRICT 659 By: ______ Board Chair

Dated: 7/14, 2014

Dated: 7/14, 2014

By: _____ Clerk

RICE COUNTY By:_____

Chair, Rice County Board of Commissioners

Dated: _____, 2014

Attest:

Rice County Administrator

Purchase of Service Agreement

e. -

This is a Purchase of Service Agreement between Faribault Public Schools, 2800 1st Avenue N.W., Suite 1, Faribault, MN 55021 ("Provider") and Northfield Public Schools, 1400 Division St, Northfield, MN, 55057 ("Purchaser"). The Provider and the Purchaser are referred to collectively in this Agreement as the "Parties," and individually as a "Party."

- I. The Purchaser is in need of the following special education or related services between July1, 2014 and June 30, 2015: Central point of intake, coordination of referrals and intake for children ages Birth-2.11 years who live in the Northfield School District, Rice County.
- a. The Provider agrees to provide the Purchaser with Coordination of Early Intervention referral services including a Central Point of Intake and related referral activities by the Birth-2.11 Facilitator.
- b. The Purchaser agrees to pay the prorated portion of the Salary of the B-3 Facilitator based on the Dec. 1 child count of the previous year:
 - i. Northfield Dec. 1, 2013 child count ages 0-2.11: 17 students
 - ii. Faribault Dec. 1, 2013 child count ages 0-2.11: 30 students
 - iii. Purchaser will pay .36 percent of the total salary and supplies (~\$22,000) of the B-3 facilitator (~ \$7,920) and an administrative fee of 8% based on the Minnesota Department of Education annual indirect calculations.
- c. Services will not be provided on dates identified as Holidays or non- work days as determined by the Provider's calendar, unless agreed to by the Director of Special Services for the Provider.
- d. During the course of this Agreement, the Purchaser shall have and keep in force a comprehensive general liability policy, including professional errors and omission coverage. The limits of such policies will, at a minimum, be in the amounts set forth in Minnesota Statutes Section 466.04, as amended.
- e. The parties agree that the Purchaser is solely responsible for the identification, evaluation, educational placement, provision of a free appropriate public education, and all other actions and decisions related to special education and related services for students attending the Northfield Schools. The Provider's only obligation is to provide the services set forth in this Agreement. The Purchaser agrees to indemnify, save, and hold the Provider, its employees, officers, directors, subcontractors, and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or

claimed, including attorneys' fees, in connection with any special education or related services provided to students enrolled in the Northfield Public Schools. The Purchaser's duty to indemnify as set out in this paragraph includes, but is not limited to, any injury or alleged injury resulting from any actual or alleged violation of the United States Constitution, Minnesota Constitution, Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504), Section 1983 of the Civil Rights Act ("Section 1983)"), the Minnesota Human Rights Act ("MHRA"), Minnesota Statute, Chapter 125A, and any other Federal, State, and/or local laws and/or regulations. The Purchaser shall defend the Provider in any such action or proceeding within the purview of this Paragraph brought against the Provider, its employees, officers, directors, attorneys, and agents. Notwithstanding any other provision in this Agreement, the Purchaser shall not settle or compromise any claim against the Provider without the Provider's written approval. The Parties agree and acknowledge that the Purchaser's duty to defend and indemnify the Provider survives the termination and/or expiration of this Agreement.

II. Payment:

The Purchaser will pay the Provider for all services performed by the Provider under this contract as follows:

- a. Services reimbursed on this Agreement include assessments, travel time, IFSP conferences, consultation with staff, direct services.
- b. All payments for services will be made to Faribault Public Schools, 2800 1st Avenue NW, Suite 1, Faribault MN, 55021
- c. The Provider will send an invoice quarterly to the Director of Student Services for the Northfield Public Schools.
- d. Payment is due within 15 business days.

III. Miscellaneous.

- (a) This Agreement has been entered into by the parties in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota. If a court of competent jurisdiction determines that any part of this Agreement is void or voidable, violates any law, or is otherwise unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- (b) This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the parties relating to such subject matter.

- (c) This Agreement may be terminated by either party with 30 days written notice.
- (d) This agreement cannot be amended or changed except in writing executed by both parties.

By signing below, each Party specifically acknowledges that it has read this Agreement, that it has had an opportunity to review this Agreement with legal counsel, that it understands this Agreement, and that it agrees to be legally bound by all terms of this Agreement.

1. Purchaser: Northfield Public Schools

Provider: Faribault Public Schools

By:	
Title:	School Board Chair
Date:	July 14 2014
-	

110114	land land	Zhat	
By:	1º1		
Title:	School	Board	Chai
Date:	6/23/	12014	