# Finance Committee Meeting

Monday, August 9, 2021 7:30 AM
Faribault Public Schools District Office, 710 17th Street SW, Faribault, MN 55021

I. **Business Items**

A. Approve Meeting Minutes from June 21, 2021

II. **Contracts, Agreements, Bids and Grants for Review**

A. Approve the 2021-2021 Youth Liaison program with the City of Faribault

B. Approve the Center of Excellence contract

C. Approve the 2021-2022 Ice Arena Agreement with the Faribault Ice Arena Association

D. Approve the 2021-2022 Memorandum of Agreement with Southwest State University

E. Approve the 2021-2022 Purchase of Service Agreement with Northfield for a B-2 Facilitator

F. Approve the 2021-2022 Orientation and Mobility service contract with Austin Public Schools

III. **Financial Performance**

A. June 2021 Comparative Financial Summary

B. June 2021 Investment Summary

C. July 2021 Investment Summary

IV. **Financial Strategies**

A. LOR and Operating Referendum Timeline Review

V. **Next Meeting**

VI. **Adjourn - *ACTION***

**FINANCE COMMITTEE MINUTES**

**The meeting was held remotely via Google Meet**
**June 21, 2021**
**7:30 a.m.**

**Members in Attendance:**
Andrew Adams, Robert Dehnert, Scott Gerdes, Courtney Cavellier, John Bellingham, Jason Engbrecht, Todd Sesker, Jamie Bente, and Joseph Sage

**Others in Attendance:**
none

**Members Absent:**
Michael Dietsch, Chad Wolff, and Butch Hanson

Meeting was called to order at 7:30 am

1. Business Items
    a. Motion by Bellingham to approve the minutes from the May 19, 2021 Finance Committee Meeting, second by Bente. Motion passed.

    b. Joseph Sage will replace Micheal Miehak on the finance committee as the new Middle School principal

2. Contracts, Agreements, Bids and Grants for Review
    a. Motion by Sesker to approve the FY21-22 Discovery Schools meal program, second by Bente. Motion passed.

    b. Motion by Bente to approve the FY21-22 Cannon Valley Stem School meal program, second by Cavellier. Motion passed.

    c. Motion by Sesker to approve the FY21-22 Riverbend Nature Center annual contract, second by Dehnert. Motion passed.

    d. Motion by Cavellier to approve the FY21-22 Riverbend Nature Center field biologist program, second by Dehnert. Motion passed.

3. Financial Performance
    a. Adams shared the current student ADM for FY21. He noted that these are not the final numbers but just those at this point in time. He also noted that we are down 33 ADM to what was budgeted. This number will be reduced by the PSEO from the High School.

    b. Adams shared the May 2021 financials and noted that everything was tracking as it should be. Adams shared his new finance model and dashboards as well as a new memo used to link the financial information for the Finance meeting. He noted that the changes at year end were due to accounting standards. He also shared that the self-insurance account was still in the positive by 78,043 dollars. There were no additional questions.

c. Adams reviewed the May 2021 Investment report noting that there was not a lot of change for the month.

4. Financial Strategies
   a. Mr. Adams shared the FY23 10 year LTFM updated budget. Mr. Adams explained how this needs to be updated and approved by the board. Mr. Sesker thanked Andrew and Kain for their hard work on this plan. Motion by Bente to approve the new LTFM plan, second by Engbrecht. Motion passed.

   b. Mr. Adams shared the FY20-21 Final Budget. There were no questions. Motion by Denhert to approve the FY20-21 Final Budget, second by Engbrecht. Motion passed.

   c. Mr. Adams shared the FY21-22 Adopted General Fund Budget. There were no questions. Motion by Denhert to approve the FY21-F22 Adopted General Fund Budget, second by Engbrecht. Motion passed.

5. The next meeting date is **July 19, 2021.**

6. Motion by Bente to adjourn meeting, second by Cavalier. Meeting Adjourned at 7:58 am

*Respectfully submitted by Scott Gerdes*

# 2021-2022 Agreement Between
# The City of Faribault

**AND**

# Faribault School District #656
# For Youth Liaison Program

This agreement is between the City of Faribault (City) and Faribault School District #656 (School District).

***Whereas,*** the City and School District wish to continue a positive working relationship in order to foster a productive learning environment in the school system and help to develop citizenship skills for students, and

***Whereas,*** the School District and City desire to join in a mutual effort to curb delinquency, crime and drug abuse in the community and develop a better community understanding of law and law enforcement, and

***Whereas,*** the City and School District have jointly operated the Youth Liaison programs for a number of years successfully.

***Now, therefore,*** the City and School District agree as follows:

## YOUTH LIAISON

A. Scope of Services – City

1. The City through the Police Department shall provide licensed police officers to serve as youth liaison officers between the Police Department and School District to assist in the establishment and coordination of a cooperative community approach among schools, parents, police, and other resources in reaching juvenile and community groups related to juvenile behavior and law enforcement issues. The City will retain appointment authority.

2. The Youth Liaison Officer's duties will be as follows:
   a. Develop positive channels of communication between students, school system, and law enforcement agencies.
   b. Participate in the school's educational process to educate students about the law enforcement agencies and their role in the community.

c. Assist the School District in dealing with behavioral issues of students and non-students as they relate to school operations and community activities, with the understanding that criminal investigations and enforcement activities will take priority.
d. Develop methods for creating positive working relationships between the Police Department and the School District.
e. Confer with parents, students, neighbors, school personnel, and other members of the community regarding juvenile behavioral issues and ways to improve safety response.
f. Conduct investigations and facilitate problem solving within the school and surrounding community, both criminal and other, as deemed necessary by the police department.
g. Provide guidance to the school system on how they can better address student behavioral issues related to law enforcement concerns such as loitering, theft, physical violence, racial or sexual abuse.
h. Take part in community functions as necessary to become acquainted with parents, business people, and community leaders.
i. Take an active role in development of youth liaison work program and its evaluation.

B. Scope of Services – School District

1. It shall be the responsibility of the School District to:
   a. Provide guidance and assistance to the School Liaison Officer through principals, teachers, administrative staff, and student body.
   b. Provide meeting space and support services in both the Middle and Senior High Schools for use by the Liaison Officer to meet with students and staff on a public and private meeting basis.
   c. Provide clerical help and assistance to the Liaison Officer when needed by them within any school in which they are working based on mutual agreement with the school principal.
   d. The School District agrees to cooperate with the City on future community policing activities.
   e. Provide opportunities for officer involvement in student and faculty programs and activities.
   f. The liaison officer will be afforded the same status as other professional district staff and encouraged to attend staff meetings upon invitation.

C. Accountability

1. The administration of the School District and the City/Police Department commit to providing the necessary support to make the youth liaison program successful. This support will include the following but not be restricted to this list:
   a. In August, before the beginning of each school year, to have a joint City/School District administrative meeting to outline the objectives, work program, and outcomes for the youth liaison program for the coming school year.
   b. Include in the work program frequent and periodic contacts between the school liaison officer and the student council, facility committees, parent/teacher organizations, administrative staff meetings, and other appropriate groups.
   c. Bi-weekly meetings between the Liaison Officer and the principals at the High School and at the Middle School to discuss issues of mutual concern.

2. The City and School District recognize that the Liaison Officer is not designed to deal with all law enforcement issues related to the School District or juvenile population. The City and School District will work to involve all police officers in school and juvenile issues.

3. In June of each year, the administrative staff of the City and School District will meet to review the progress of the school liaison program for the previous school year. The Liaison Officer, in conjunction with the Middle School and Senior High principals, will provide a written report to the City Administrator and School Superintendent on the school liaison program activities and their evaluation of it.

**GENERAL PROVISIONS:**

1. The City and the School District agree to defend and indemnify the other party, its officials, its employees, and agents from any and all liability, loss or damage it may suffer from a result of claims, demands, judgements or costs, including reasonable attorney fees arising out of or related to its performance under this agreement. Further, each party agrees to hold harmless the other for damage to its property arising out of the performance of the Agreement by the other Party, employees or agents except to the extent such may be independently insured for such loss.

2. This agreement shall be effective upon execution by both parties and will automatically renew each year unless a party notifies the other party 90 days prior to expiration of the agreement that they wish to terminate the contract.

3. Either party may terminate this agreement for cause on 90 days written notice to the other party. If this agreement is terminated by the School District, the City shall receive from the School District the funds allocated for the program based on services provided through the date of termination.

4. The City and the School District will review the long term funding of these programs on a continuous basis.

5. While staffing will remain the same for 2021-2022, the City and School District will each provide input and work together and come to agreement on any future selected candidates to be considered for School Resource Officer.

   School District will pay to the City for the Liaison program a total of $115,885.67, which will be made in two equal payments on December 15, 2021 and March 15, 2022.

Executed this _____ day of _____, 2021.

| **City of Faribault** | **Faribault School District #656** |
|---|---|
| _____ | _____ |
| Mayor | Chairman of the Board |
| _____ | _____ |
| City Administrator | Superintendent of Schools |
| _____ | _____ |
| Date | Date |

710 17th St. SW, Faribault, MN 55021
**Office:** 507-333-6000 | **Fax:** 507-333-6050

# Faribault Public Schools Memo

Date: August 16, 2021
From: Todd Sesker, Superintendent
To: Finance Committee

Subject: Developing A Culture of Excellence

The purpose of this contract is to engage Lighthouse Strategic Solutions in providing Leadership Team Development in developing a Culture of Excellence across the District. The Culture will be developed in alignment with the District's Strategic Plan to help the District successfully serve the needs of the community of Faribault.

The proposed cost of the service agreement is $16,140 for the 2021-2022 school year and will be covered by the General Fund.

Attachments:
Lighthouse Proposal
Lighthouse Service Agreement

LIGHTHOUSE
STRATEGIC SOLUTIONS

# DEVELOPING A CULTURE OF EXCELLENCE

# PHASE 1 PROPOSAL
# LEADERSHIP TEAM DEVELOPMENT

**June 27, 2021**


**PREPARED BY**

Lisa Sammon, Lighthouse Strategic Solutions, Chief Executive Officer


**ISSUED TO**

Faribault Public Schools, Faribault, Minnesota

## Project Understanding

Lighthouse met with leaders from the Faribault Public Schools (FPS) and the Faribault Area Chamber of Commerce Enrollment Task Force in May 2021. The purpose of the Enrollment Task Force is to 'identify actionable and achievable projects, policies, offerings and messaging or other strategies to address out-enrollment in Faribault Based Schools'. One of the strategies is to create a Culture of Excellence that permeates throughout the district including professional training and coaching.

The Culture of Excellence is being developed within the strategies of the FPS Strategic Plan 2020. The Strategic Plan is a guiding document created by staff and community stakeholders to help the school district successfully serve the needs of the community. Strategy #4 of the Plan is School Climate. This strategy notes that 'we will foster unity, respect, and connectedness within our schools'.

Creating a Culture of Excellence is a long term commitment by leadership throughout FPS. As part of a multi-year process, a Culture of Excellence must begin at the top of the organization to define and then model these expectations throughout the organization.

# Leadership Development Pillars

A Culture of Excellence requires that the organization is 'healthy'. Utilizing tools including organizational health, Clifton Strengths and the Five Behaviors, this work will focus on building a cohesive leadership team. As a cohesive leadership team, the group will develop the Playbook for Faribault Public Schools.

## Clifton Strengths

'What will happen when we think about what is right with people rather than fixating on what is wrong with them?' Don Clifton, the founder of the Strengths movement

What if leaders took their raw talent and invested time in developing their talent and building their skills? The talent would become a Strength! Leadership Team members will learn about their unique DNA string of strengths, how to lean into their strengths, the implication of their blind spots, and how to harness the collective strengths of the team. The Clifton Strengths for Managers report will help members understand how their unique talents can make themselves, their teams and their organization more successful.

## The 5 Behaviors of a Cohesive Team

Image if the members of a team **trusted** one another, engaged in healthy **conflict** around ideas, **committed** to decisions, held one another **accountable**, and focused on achieving collective **results**.

The FPS Leadership Team will explore these areas together beginning with the foundational base of trust.

**The Five Behaviors® Model**

## The Playbook

What if a team was crystal clear on their why and they were all rowing the boat in the same direction? The FPS Leadership team will explore the questions for FPS of 1] Why do we exist? 2] How do we behave? 3] What do we do? 4] How will we succeed?

The answers to these questions will create the foundation of the Playbook to guide the Culture of Excellence for FPS.

## Scope of Work

This proposal represents Phase One of the Culture of Excellence development. Phase One will focus on development of the FPS Leadership Team, identified as thirty-three (33) leaders within the school system.

The Culture of Excellence Development and Training for the FPS Leadership Team will include the following:

1. Pre and post planning meeting with FPS Cabinet (June 2021 | June 2022).
2. Kick off meeting with the FPS Leadership Team (August 2021).
3. Series of eight (8) monthly leadership team training and development meetings from September 2021 through May 2022. The training and development meetings will utilize and build upon the Leadership Development Pillars of Organizational Health; Clifton Strengths; Five Behaviors; and the Playbook.
4. Confidential Leadership Team Survey in the fall of 2021 to understand overall engagement of the team and opportunities for improvement.
5. Clifton Strengths Assessment for each leadership team member including the following reports for learning and development:
    a. Clifton Strengths Full 34 Report
    b. Clifton Strengths for Managers
6. Clifton Strengths Team Grid and Analysis.
7. Team Building Exercises to build vulnerability based trust.
8. Interactive learning opportunities including small groups, pairs, and large group discussions.
9. Draft Playbook answering top four (4) clarifying questions.

## What is the Ripple Effect?

Imagine that the leaders in each of the FPS buildings and/or departments knew their strengths and understood their blind spots. Imagine that they surrounded themselves with peers that had different perspectives to broaden their collective awareness. Imagine that leadership team members trusted one another enough to say 'I need help on this one' or 'I don't know how to do that' or even 'You are more gifted at that than I am'.

Imagine the ripple effect throughout the Faribault Public Schools if the top 33 leaders in the organization were leaning into their strengths, celebrating the strengths of others, and highly engaged in their collective purpose. Imagine if they were committed to each other and accountable to achieving results. Imagine if they were transparent and honest with one another.

This is where the Culture of Excellence begins.

## Deliverables

1. Results of a Leadership Team Engagement Survey, including Net Promoter Score (NPS).
2. Clifton Strengths Assessments for Leadership Team Members including:
    a. Full 34 Report Assessment
    b. CS for Managers
    c. Team Assessment Grid and Analysis
3. Draft Playbook for FPS including findings to the following questions:
    a. Why do we existing?
    b. How do we behave?
    c. What do we do?
    d. How we will exceed?

## Timeframe | Schedule

1. June 2021: Pre-Meeting with FPS Cabinet to outline Culture of Excellence process.
2. August 10, 2021: Leadership Team Kick Off Meeting.
3. September 2021 - May 2022: Eight (8) Leadership Team Training Sessions to be held as follows:
    a. September, October, November, January, February, March, April, May
    b. 1.5 hours each (8:30 am - 10:00 am); 2nd Tuesday of the month
4. Eight (8) zoom check in calls in between sessions with Superintendent, Community Education Director, and Human Resources Director to monitor progress.
5. June 2022: Post-Meeting with FPS Cabinet to recap Culture of Excellence progress.
6. All trainings to take place at FPS District Offices.

## Participants

1. Todd Sesker, Superintendent [CABINET]
2. Tracy Corcoran, Director of Teaching and Learning [CABINET]
3. Andrew Adams, Director of Finance and Operations [CABINET]
4. Rob Dehnert, Director of Special Services [CABINET]
5. Anne Marie Leland, Director of Community Education [CABINET]
6. Nicole Yochum, Director of Human Resources [CABINET]

1. Christine Bothun, Online Learning Coordinator
2. LeeAnn Lechtenberg, Assessment Coordinator
3. TBD, EL Coordinator
4. Casey Rutherford, Director of Educational Technology
5. TBD, ALC Coordinator
6. Heidi Oanes, Integration Coordinator
7. Kain Smith, Director of Building/Grounds
8. Kari Woyda, Asst Special Services Director
9. Olivia Sage, EC Special Ed Coordinator
10. Catherine Egan, Director Health Coordinator
11. Cassie Ohnstadt, Adult Basic Ed Director
12. Tiffany Reuvers, Kids World Coordinator
13. Olivia Sage, EC Family Ed Coordinator
14. TBD, Service Learning Coordinator
15. Haley Storms, Health and Safety Manager
16. Matt Steichen, Community Relations Coordinator

1. Jamie Bente, High School Principal
2. Stacy Fox, Asst High School Principal
3. Ryan Wynn, Asst High School Principal
4. Joe Sage, Middle School Principal
5. Joel Young, Middle School Asst Principal
6. Yesica Louis, Jefferson Principal
7. Brad Palmer, Lincoln Principal
8. Shawn Peck, Roosevelt Principal
9. TBD, Activities Director
10. Garrett Regan, Faribault Transportation *
11. Brenda Boehm, Sodexo Food Service *

*Participation for these individuals to be confirmed.

# Investment

| | |
|---|---|
| Leadership Team Development | $13,500.00 |
| Clifton Strengths Full 34 + Clifton Strengths for Managers (33 Participants) * | $ 2,640.00 |

*Clifton Strengths reports will be billed based on actual needs at $80/participant.

Fees will be be due as follows: $2,640.00 due on September 15, 2021 (CS Reports)
$6,750.00 due on November 15, 2021
$6,750.00 due on March 15, 2022

Lighthouse will honor this proposal through July 15, 2021. After that date, pricing and availability may be subject to change.

## Future Phases

Lighthouse will meet with leaders from the Faribault Public Schools (FPS) and the Faribault Area Chamber of Commerce Enrollment Task Force in the spring of 2022 to assess effectiveness of leadership team training.

In the spring of 2022, the scope of year 2 Culture of Excellence training to the next level within the organization will be determined and a formal proposal will be provided.

## Auxiliary Options

1. As an Authorized Five Behaviors partner, the Five Behaviors team assessment is available at a cost of $120.00/team member.
2. Individual executive/leadership coaching for selected members will be offered at a reduced rate throughout the Phase One Engagement.
    a. Three Session Package at a reduced rate of $600.00.
    b. Six Session Package at a reduced rate of $1200.00.

Lighthouse Strategic Solutions partners with you to build stronger leaders and organizations. As your strategic partner, we utilize strengths to illuminate paths to success for your organization and people. Learn more about us at www.lighthousestrategicsolutions.com.

LIGHTHOUSE
STRATEGIC SOLUTIONS

## Lisa Sammon

MAXIMIZER | SIGNIFICANCE | SELF-ASSURANCE | STRATEGIC | RELATOR

Lisa is a strategic leader that partners the strengths of the team with operational excellence. She is recognized for developing creative business solutions, financial models, and strategic plans to help organizations turn their vision into reality. Her passion for strengths, experience in change management and continual process improvement has led to healthy organizations run by empowered leaders.

Lisa received a B.A. degree in Finance from the University of St. Thomas and spent the next decade plus building her career in commercial real estate lending. Next, Lisa brought her financial skills to the world of church and school administration, where she navigated operations, including a successful merger, capital campaign and the construction of a new church campus.

Lisa is a Gallup Certified Strengths Coach, helping to unlock the best in people. She is currently enrolled in the Coaching Certification program at the Hudson Institute of Coaching. A skilled facilitator, Lisa leads the leadership curriculum for the Faribault Future Community Leadership program. She brings her passion for organizational health, executive leader coaching, financial analysis, organizational assessments, and strategic planning to LSS clients.

Learn more at www.lisasammon.com.

EXECUTIVE COACHING
LISA Sammon
LEADERSHIP DEVELOPMENT

GALLUP CERTIFIED
Strengths Coach

Authorized Partner
The Five Behaviors®
A Wiley Brand

LIGHTHOUSE
STRATEGIC SOLUTIONS

# CLIENT SERVICE AGREEMENT

**THIS CLIENT SERVICE AGREEMENT (the "Agreement") dated this 1st day of August 2021 BETWEEN:**

*Faribault Public Schools, 710 17th Street SW, Faribault, MN 55021 (the "Customer")*
**- AND -**
*Lighthouse Strategic Solutions, LLC of 1575 NW 20th Street, Suite 204, Faribault, MN (the "Service Provider").*

**BACKGROUND:**

A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

A. **Services Provided**
   1. The Customer hereby agrees to engage the Service Provider to provide the Customer with Financial services (the "Services") as listed on **Exhibit A**.
   2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

B. **Term of Agreement**
   1. The term of this Agreement (the "Term") **will begin on the date of this Agreement and will continue through June 30, 2022.**
   2. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' notice to the other Party.
   3. Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement.

C. **Performance.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**D. Compensation.** For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider as follows:
   - **September 15, 2021: $2,640.00 or actual amount for CS Reports**
   - **November 15, 2021: $6,750.00 due and payable**
   - **March 15, 2022: $6,750.00 due and payable**

**E.** **Provision of Extras.** The Service Provider will utilizing outside resources. The Customer acknowledges that any costs related to these services will be the responsibility of the Customer. The Customer agrees to provide, for the use of the Service Provider in providing the Services, the following extras: **N/A**

F. **Confidentiality**

1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.
2. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.
3. All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

G. **Non-Solicitation**

1. Any attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer.
2. The Service Provider agrees that, during the term of this Agreement, the Service Provider will not in any way directly or indirectly:
    a. induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;
    b. otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;
    c. discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or
    d. solicit, entice, or hire away any employee or other service provider of the Customer.
3. The Customer further agrees to the same non-solicitation conditions outlined above for employees of the Service Provider.

H. **Return of Property.** Upon the expiration or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

I. **Capacity/Independent Contractor.** In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

J. **Notice.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. Faribault Public Schools
710 17th Street SW
Faribault MN 55021
Email: tsesker@faribault.k12.mn.us

b. Lighthouse Strategic Solutions, LCC
1575 NW 20th Street, Suite 204
Faribault, Minnesota, 55021
Email: lisa@yourlss.com

or to such other address as any Party may from time to time notify the other.

K. **Indemnification.** Each Party to this Agreement will indemnify and hold harmless the other Party, as permitted by law, from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever to the extent that any of the foregoing is directly or proximately caused by the negligent or willful acts or omissions of the indemnifying Party or its agents or representatives and which result from or arise out of the indemnifying Party's participation in this Agreement. This indemnification will survive the termination of this Agreement.

L. **Insurance.** The Service Provider will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Service Provider based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

M. **Limitation of Liability.** It is understood and agreed that the Service Provider will not be liable to the Customer, or any agent or associate of the Customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

N. **Dispute Resolution.** In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Minnesota. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Minnesota.

O. **Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

P. **Time of the Essence.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Q. **Assignment.** The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

R. **Entire Agreement.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

S. **Enurement.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

T. **Governing Law.** It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

U. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

V. **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this _____.

| | |
|---|---|
| FARIBAULT PUBLIC SCHOOLS<br>(Customer) | LIGHTHOUSE STRATEGIC SOLUTIONS, LLC<br>(Service Provider) |
| _____ | _____ |
| By: | By: Lisa Sammon, CEO |

# AGREEMENT

This Agreement is made and entered into this _____day of_____, 2021, by and between the **FARIBAULT ICE ARENA ASSOCIATION** ("FIAA") and **INDEPENDENT SCHOOL DISTRICT 656** ("School District"), Rice County, Minnesota.

Whereas, the School District desires to use the Facilities commonly known as the Faribault Ice Arena ("Arena"), located at 1820 Alexander Drive, Faribault, Minnesota, for boys' and girls' hockey programs.

Now therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto do hereby mutually agree to the following:

A. FIAA Responsibilities:
   1. Shall provide and maintain ice conditions suitable for practice and game use.
   2. Shall provide all nets, boards and markings to conduct ice hockey games.
   3. Shall provide ice maintenance personnel management staff and building maintenance.
   4. Shall make every effort to provide quality ice, but the FIAA does not guarantee it if it is unable for mechanical reasons to provide ice.

B. School District Responsibilities:
   1. Shall be responsible to providing adequate supervision and discipline for all areas of the arena including ice surface, team rooms and locker rooms.
   2. Under no circumstance shall students/players be left unsupervised prior to or after practices and/or games.
   3. Shall at the end of each scheduled practice or game return the facility to the same condition as prior, reasonable wear and tear expected.
   4. Shall coordinate with the Arena Supervisor so that adequate concessions are provided.
   5. Shall provide all additional staffing that maybe required for tournaments, games, scrimmages and practices.
   6. Shall abide by all published Rules and Regulations for the arena.

C. Use of the Arena by the School District
   1. The School District shall have use of the entire Arena facility excluding concession stand for its hockey program, both boys and girls.

2. Schedule hours shall be those agreed to by the FIAA and the School District.
3. Rental Rate: The School District shall pay to the FIAA a rental rate of $210 per hour. Hours for 2020-21 season will be a minimum of 275 hours. School District agrees to the payment terms that will be:
   a. $28,770 payable no later than October 29, 2021
   b. Balance payable no later than April l4, 2022
4. Any additional hours in excess of 275 hours will be charged at the rate of $ 90.00 per hour.
5. Hours may not be subcontracted to other organizations/entities.
6. Rescheduling: Rescheduling of games or practice times shall be at the discretion of Arena Supervisor. Credit for canceled ice time shall be given to the School District, provided that the School District notifies the Arena Supervisor one week prior to the scheduled time.

D. Use of the Arena and Additional Consideration by the School District
1. The School District shall have use of the Support Portion (restrooms, locker rooms, access corridors) of the Arena for its school related sports activities and functions.
2. School District shall retain use of the facility parking lot for practices and games even when the facility is rented for special events.
3. School District staff shall coordinate with the Arena Supervisor the various activities that will be conducted within the Arena.
4. In consideration of this use, the School District agrees to:
   a. Provide janitorial service to the Arena facility in accordance with the following schedule: Specific schedule for these services shall be coordinated between the Ice Arena Manager and School's Director of Buildings & Grounds.* September through May.

| Area | Cleaning Frequency |
|---|---|
| 1. Locker Rooms | * |
| 2. Public Restrooms | * |
| 3. Lobby and Corridors | * |

   b. Both Parties recognize that the cleaning schedule may vary due to personnel schedules and restrictions, but nevertheless it is the intent that the School District will assume to the best of their ability the janitorial services for those listed above. District will bill back to the FIAA for all trash collection during ice season.

5. Additionally, the School District will assume responsibility for upkeep and maintenance of the sidewalks and parking areas. In exchange for not maintaining landscaping and extra use during track season the shared expense of snow removal has been removed.

E. Assignment Rights:

1. Both parties agree that the School District will have the right to subcontract or assign their rights under this agreement to any and all other parties. The School District must inform the FIAA of such assignment.

F. Additional Use of Facility:

1. Should the School District wish to rent the Arena for any other activity or use, both parities will negotiate a supplemental agreement to cover such usage.

G. Insurance and Liability;

1. The School District agrees to indemnify and save harmless the FIAA from any and all losses claimed or sustained in conjunction with the use of the Arena.
2. The School District further agrees to provide evidence of liability insurance coverage for the term of use of the facility by presenting to the FIAA a certificate of insurance. (attachment). The coverage limits shall include a minimum of $1,000,000 single limit for bodily injury and property damage and shall name the Faribault Ice Arena Association as an additional insured.

H. Approvals:

1. This agreement shall be effective upon approval by the FIAA Board and the School District Board.
2. Any amendments to this agreement shall be in writing and approved by each Board.

SCHOOL DISTRICT 656

By:_____ Date: _____

Its: _____

FARIBAULT ICE ARENA ASSOCIATION

By:_____ Date: _____

Its: _____

# M E M O R A N D U M

TO: Finance Committee

FROM: Robert Dehnert
Director of Special Services

DATE : August 9, 2021

RE: Memorandum of Agreement: Southwest Minnesota State University

Please consider approving the Memorandum of Agreement between Faribault Public Schools and Southwest Minnesota State University to provide clinical experiences for students enrolled in the nursing program.

If you have any questions, please contact me. Thanks!

Rob Dehnert

**STATE OF MINNESOTA**
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

# MEMORANDUM OF AGREEMENT

**BETWEEN**
## Southwest Minnesota State University

**AND**

**Fairbault Public School**

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **Southwest Minnesota State University** (hereinafter "College/University"), and **Fairbault Public School** (hereinafter "Facility").

This Agreement and any amendments and supplements there to, shall be interpreted pursuant to the laws of the State of Minnesota.

**WITNESSETH THAT:**

WHEREAS, the College/University has established a Practical Nursing Program, Nursing Assistant Program, Associate Degree Program in Nursing, Baccalaureate Program in Nursing, Baccalaureate Program in Nursing for Registered Nurses, and/or a Nurse Refresher Program and other allied health programs for qualified students preparing for and/or engaged in nursing and other allied health careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable clinical facilities in general nursing and allied health for the educational needs of the nursing and allied health programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing and allied health personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing and allied health programs enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

1. **<u>COLLEGE/UNIVERSITY RESPONSIBILITIES</u>**

    a. The College/University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering one or more of the following programs: a Practical Nursing Program; a Nursing Assistant Program;

an Associate Degree Program in Nursing; a Baccalaureate Program in Nursing; a Baccalaureate Program for Registered Nurses; and/or a Nurse Refresher Program. Each program shall be either: 1) approved by the Minnesota Board of Nursing; and/or 2) approved by the Minnesota Department of Health.

b. The College/University will supervise its students during the clinical experience program at the Facility, unless otherwise agreed to in writing by the parties. For nursing, the College/University will provide its nursing faculty to effectively implement the clinical experience program at the Facility. The College/University will provide at least one nursing faculty member for approximately every ten (10) students while the students are in the clinical experience program at the Facility. The College/University faculty so assigned will hold current R.N. licensure valid in the State of Minnesota.

c. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the College/University and the Facility.

d. The College/University will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the College/University in cooperation with the Facility's designated representative.

e. The College/University will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.

f. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.

g. The College/University will inform its faculty and the students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.

h. The College/University will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status to the Facility.

i. The College/University agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statues Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. College/University will not assign a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, College/University shall

provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

## 2. FACILITY RESPONSIBILITIES

a. The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations (d/b/a "The Joint Commission") or any other appropriate and required accrediting body.

b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the College/University before taking any action to terminate the participation of a student.

c. The Facility will provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.

d. The Facility will permit the College/University faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually-approved plan.

e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with College/University faculty, for planning with College/University faculty, and for such other assistance as shall be mutually agreeable.

f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the clinical experience program.

g. The College/University faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.

h. The Facility will make locker or cloak room facilities available for the College/University faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.

i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of College/University faculty and students who are participating in the clinical experience program. The Facility will permit College/University faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit College/University faculty to use Facility parking spaces under the same policies governing Facility personnel.

j. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

k. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

## 3. MUTUAL RESPONSIBILITIES

a. The College/University and the Facility assume joint responsibility for the orientation of the College/University faculty to Facility policies and regulations before the College/University assigns its faculty to the Facility.

b. **HIPAA**. Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the College/University and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The College/University students and faculty are not, and shall not be construed to be, employees of Facility.

The College/University shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the College/University shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

c. Personnel of the College/University and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
   i. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
   ii. Communication to familiarize the College/University faculty with the Facility's philosophy, policy and program expectations;
   iii. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
   iv. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
   v. Communication to identify areas of mutual need or concern;

vi. Communication to seek solutions to any problems which may arise in the clinical experience programs; and

vii. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the College/University's nursing curriculum.

d. **INSURANCE**. Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

i. **Commercial General Liability Insurance**
The College/University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than $500,000 per person and $1,500,000 per occurrence for bodily injury and property damage.

The Facility will maintain Commercial General Liability insurance with limits not less than $2,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury and property damage.

ii. **Professional Liability Insurance**
The College/University will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than $2,000,000 each claim and $3,000,000 aggregate.

The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than $2,000,000 each claim and $3,000,000 aggregate.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

iii. **Additional Conditions**:

An Umbrella or Excess Liability insurance policy may be used to supplement the Facility's policy limits to satisfy the full policy limits required by the Agreement.

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If Facility receives a cancellation notice from an insurance carrier affording coverage herein, Facility agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage

afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the University.

Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The College/University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the College/University, not to students.

## 4. STUDENT REQUIREMENTS

a. Each student may be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the College/University and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test or chest x-ray and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.

b. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.

c. Students participating in the clinical experience program shall be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.

## 5. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

a. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.

b. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.

c. The Facility shall follow, for College/University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.

d. College/University faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their College/University and to the Facility. Before returning to the Facility, such a College/University faculty member or

student must submit proof of recovery to the College/University or Facility, if requested.

## 6. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

## 7. TERM OF AGREEMENT

This Agreement is effective on the later of **August 1, 2021**, or when fully executed, and shall remain in effect until **July 31, 2026**. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

## 8. FINANCIAL CONSIDERATION

a. The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.

b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

## 9. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

## 10. ASSIGNMENT

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

## 11. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

## 12. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Facility and College/University must comply with the Minnesota Government Data

Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

13. **OTHER PROVISIONS**: NONE

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

**1. FACILITY: Fairbault Public School**

Facility certifies that the appropriate person(s) have executed the Agreement on behalf of Facility as required by applicable articles, by-laws, resolutions, or ordinances.

| By (authorized signature) and (printed name) |
|---|
| Title |
| Date |

| By (authorized signature and printed name) |
|---|
| Title |
| Date |

**2. COLLEGE/UNIVERSITY:**
**Southwest Minnesota State University**

| By (authorized signature and printed name) Jackie Tauer |
|---|
| Title Director of Business Services |
| Date |

**3. AS TO FORM AND EXECUTION:**

| By (authorized signature and printed name) Christy Johnson |
|---|
| Title Buyer 2 & Purchasing Clerk |
| Date |

# M E M O R A N D U M

TO: Finance Committee

FROM: Robert Dehnert
Director of Special Services

DATE : August 9, 2021

RE: Purchase of Service Agreement: B-2 Facilitator Faribault/Northfield

Please consider approving the Purchase of Service Agreement between Faribault and Northfield for a B-2 Facilitator. Currently, the B-2 Facilitator is an employee of the Faribault Public Schools and Northfield would like to continue purchasing some of her services. Based on the December 1 child count for the previous year, Northfield's portion of her total salary and supplies will be 45%.

If you have any questions, please contact me. Thanks!

Rob Dehnert

710 17th St. SW, Faribault, MN 55021
**Office:** 507-333-6000 | **Fax:** 507-333-6050

# Purchase of Service Agreement

This is a purchase of service agreement between the Faribault Public School, 710 17th Street SW, Faribault, MN 55021 ("Provider") and the 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."

1. The Purchaser is in need of a Birth – Two Facilitator between July 1, 2021 and June 30, 2022. This B-2 Facilitator would administer the 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.
2. 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.
3. 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:
    a. Northfield Dec. 1, 2020 child count ages 0-2.11: 22 students
    b. Faribault Dec. 1, 2020 child count ages 0-2.11: 27 students
    c. Purchaser will pay 45 percent of the total salary and supplies of the B-3 facilitator and an administrative fee of 8%.
4. Each party shall be responsible for its own acts and behaviors, and the results thereof.
5. Either party may terminate this agreement at any time, with or without cause, upon 30 days written notice to the other parties.
6. 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 446.04, as amended.
7. 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.

8. Payment
   a. The Purchaser will pay the Provider for all services performed by the Provider under this contract as follows:
      i. Services reimbursed on this agreement include assessments, travel time, IFSP conferences, consultation with staff, direct services.
      ii. Invoices for the services will be sent to the Director of Special Services for the Northfield Public Schools.
      iii. All payments for services will be made to Faribault Public Schools, 710 17th Street SW, Faribault, MN 55021
9. 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.
   b. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreement 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.

**Purchaser: Northfield Public Schools**

By:___

Title:_____

Date:_____

**Provider: Faribault Public Schools**

By:_____

Title:_____

Date:_____

710 17th St. SW, Faribault, MN 55021
**Office:** 507-333-6000 | **Fax:** 507-333-6050

**MEMORANDUM**

TO: Finance Committee

FROM: Robert Dehnert
Director of Special Services

DATE: August 9, 2021

RE: Contract for Orientation and Mobility Services

Please consider approving the contract for a teacher of Orientation and Mobility Services for FY 2021-22. Faribault Public Schools will be contracting for 0.2 FTE of Orientation and Mobility Services for $27,752 plus mileage. Faribault Public Schools will be contracting these services from Austin Public Schools. The teacher will provide evaluation, consultation and direct services to the Faribault Special Education Staff for students with orientation and mobility services and/or visual impairments. Faribault will be reimbursed approximately 52% of this cost through the state special education formula.

If you have any questions, please contact me. Thanks!

Rob Dehnert

AUSTIN PUBLIC SCHOOLS
ENGAGE • EMPOWER • INSPIRE

SHERI WILLRODT
EXECUTIVE DIRECTOR OF SPECIAL SERVICES

August 4, 2021

This contract, entered into the 4th day of August, 2021 by and between Austin Public Schools (ISD 492) and Faribault Public Schools (ISD 656) witnesses that:

As a licensed orientation and mobility specialist, Mary Kautto will provide services to meet the unique needs of students with, or suspected of having a vision impairment and orientation and mobility needs. These needs and services are documented in the student's pre-referral, IEP, IFSP, or IIIP. Services are provided in the school building the student attends and surrounding community. The Director of Special Services is responsible for the oversight of these services.

We agree as follows:

1. Total package will include salary (inclusive of national certification stipend) and fringe. Travel (mileage) costs will be charged additionally at the current federal rate.
2. ISD 492 will provide .2 FTE to Faribault Schools at a cost of approximately $15,661.20 for salary and $12,091.96 for fringe. These amounts are based on the FY 2021 contract. Final amounts to be billed will be calculated once FY 2022 contract negotiations are finalized.
3. Duration of services shall be the 2021-2022 school year.
4. ISD 492 will bill actual costs to Faribault Schools at the end of the 2021-2022 school year.
5. Mary Kautto will submit monthly travel costs to ISD 492 that will be billed to Faribault Schools at the end of the 2021-2022 school year.

SIGNED: Faribault Schools

Administrator _____ Date _____

SIGNED: Austin Public Schools

Administrator _____ Date 8.4.21

507-460-1917 • sheri.willrodt@austin.k12.mn.us • 401 3rd Ave. NW, Austin, MN 55912 • www.austin.k12.mn.us

## Faribault Public Schools
## Comparative Financial Report - Select General Fund Expenditure Accounts
## As of June 30, 2021

| | FY20 For the Month of June 2020 | FY21 For the Month of June 2021 | FY20 Year to Date through June 2020 | FY21 Year to Date through June 2021 | FY20 REV Budget | FY21 FIN Budget | FY20 % of Budget through June 2020 | FY21 % of Budget through June 2021 |
|---|---|---|---|---|---|---|---|---|
| **EXPENDITURES:** | | | | | | | | |
| HVAC | 15,299 | 12,500 | 152,989 | 138,606 | 213,000 | 213,000 | 71.83% | 65.07% |
| Water | 8,037 | 11,127 | 57,419 | 59,546 | 60,225 | 60,225 | 95.34% | 98.87% |
| Electric | 44,557 | 110,956 | 493,157 | 549,908 | 668,000 | 628,856 | 73.83% | 87.45% |
| Snow Removal | - | - | 89,528 | 57,665 | 82,900 | 57,666 | 108.00% | 100.00% |
| **Total Expenditures** | 67,893 | 134,583 | 793,093 | 805,725 | 1,024,125 | 959,747 | 77.44% | 83.95% |

## Faribault Public Schools
## Comparative Financial Report - Self Insurance Fund
## As of June 30, 2021

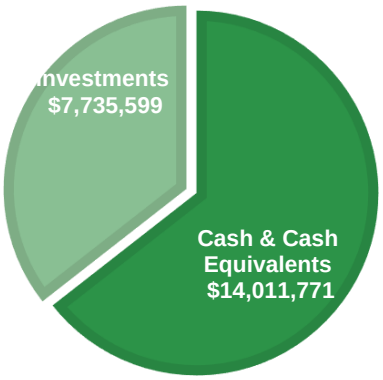
| | FY20 For the Month of June 2020 | FY21 For the Month of June 2021 | FY20 Year to Date through June 2020 | FY21 Year to Date through June 2021 | FY20 REV Budget | FY21 FIN Budget | FY20 % of Budget through June 2020 | FY21 % of Budget through June 2021 |
|---|---|---|---|---|---|---|---|---|
| **REVENUES:** | | | | | | | | |
| District Contributions | - | 167,206 | | 2,194,920 | - | 2,280,561 | #DIV/0! | 96.24% |
| Employee Contributions | - | 26,771 | | 403,429 | - | 548,125 | #DIV/0! | 73.60% |
| Retirees Contributions | - | 6,168 | | 105,545 | - | 178,985 | #DIV/0! | 58.97% |
| Cobra Contributions | - | 776 | | 15,162 | - | 23,654 | #DIV/0! | 64.10% |
| **Total Revenue** | - | $200,921 | $0 | $2,719,056 | $0 | $3,031,325 | #DIV/0! | 89.70% |
| **EXPENDITURES:** | | | | | | | | |
| Medical Claims | - | 144,577 | | 2,227,263 | - | 2,470,125 | #DIV/0! | 90.17% |
| Administrative Fees | - | 800 | | 51,259 | - | 64,389 | #DIV/0! | 79.61% |
| Stop Loss | - | 236 | | 294,549 | - | 370,135 | #DIV/0! | 79.58% |
| Consultant Fees | - | - | | 12,633 | - | 15,771 | #DIV/0! | 80.10% |
| **Total Expenditures** | $0 | $145,613 | $0 | $2,585,704 | $0 | $2,920,420 | #DIV/0! | 88.54% |

# FARIBAULT PUBLIC SCHOOLS

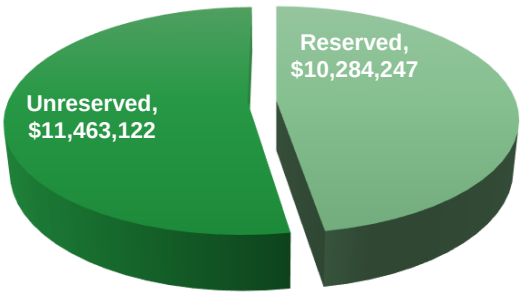
**Investment Balances**
**as of June 30, 2021**

| | Ending Balance 5/31/2021 | Ending Balance 6/30/2021 | Interest/Div Earned |
|---|---|---|---|
| CCF - MAIN CHECKING | $ 1,459,908.08 | 1,468,606.94 | $ 12,091.81 |
| CCF -SAVINGS | 3,007,505.25 | 3,007,638.73 | 133.48 |
| Ameritrade 2019A - CIF F6 | 443,907.75 | 442,181.22 | 0.22 |
| MSDLAF+LIQUID MONEY MARKET | 2,767,588.59 | 53,914.06 | 7.20 |
| MSDLAF+ MAX MONEY MARKET | 5,969,758.77 | 9,478,800.92 | 244.39 |
| US BANK - IRREVOCABLE TRUST | 3,167,750.73 | 2,899,306.19 | |
| US BANK - ROOSEVELT ADDITION | 3,797,669.84 | 3,794,111.54 | |
| FIRST UNITED BANK CD | 150,000.00 | 150,000.00 | |
| PREMIER BANK CD | 150,000.00 | 150,000.00 | |
| RELIANCE BANK CD | 150,000.00 | 150,000.00 | |
| STATE BANK OF FARIBAULT CD | 150,000.00 | 150,000.00 | |
| PETTY CASH | 2,810.00 | 2,810.00 | |
| **TOTAL CASH AND INVESTMENTS** | **$ 21,216,899.01** | **$ 21,747,369.60** | **$ 12,477.10** |

## LIQUIDITY




## ASSET RESERVATIONS

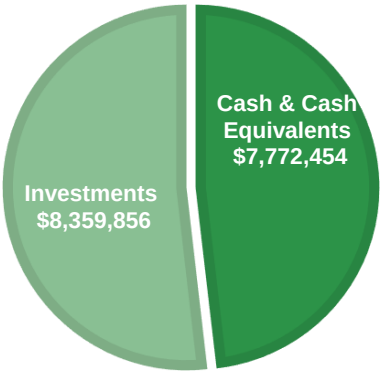


# FARIBAULT PUBLIC SCHOOLS

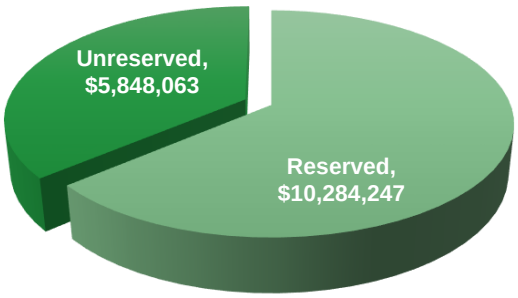
**Investment Balances**
**as of July 31, 2021**

| | Ending Balance 6/30/2021 | Ending Balance 7/31/2021 | Interest/Div Earned |
|---|---|---|---|
| CCF - MAIN CHECKING | 1,468,606.94 | 1,611,001.70 | |
| CCF -SAVINGS | 3,007,638.73 | 3,007,638.73 | 95.59 |
| Ameritrade 2019A - CIF F6 | 442,181.22 | 452,773.61 | 10,628.80 |
| MSDLAF+LIQUID MONEY MARKET | 53,914.06 | 17,833.36 | 0.35 |
| MSDLAF+ MAX MONEY MARKET | 9,478,800.92 | 3,133,170.18 | 178.29 |
| MN TRUST | - | 613,665.13 | |
| US BANK - IRREVOCABLE TRUST | 2,899,306.19 | 2,899,306.19 | |
| US BANK - ROOSEVELT ADDITION | 3,794,111.54 | 3,794,111.54 | |
| FIRST UNITED BANK CD | 150,000.00 | 150,000.00 | |
| PREMIER BANK CD | 150,000.00 | 150,000.00 | |
| RELIANCE BANK CD | 150,000.00 | 150,000.00 | |
| STATE BANK OF FARIBAULT CD | 150,000.00 | 150,000.00 | |
| PETTY CASH | 2,810.00 | 2,810.00 | |
| **TOTAL CASH AND INVESTMENTS** | **$ 21,747,369.60** | **$ 16,132,310.44** | **$ 10,903.45** |

## LIQUIDITY




## ASSET RESERVATIONS



# Faribault Public Schools, ISD 656

## Local Optional Revenue (LOR) & Operating Referendum Revenue

| Election Year | Taxes Payable | Fiscal Year | Revenue Per Pupil Unit | | | Renewal Years for Expiring Authorities |
|---|---|---|---|---|---|---|
| | | | Local Optional Revenue | Voter Approved Referendum | Total | |
| 2019 | 2020 | 2021 | 724.00 | 744.93 | 1,468.93 | |
| 2020 | 2021 | 2022 | 724.00 | 777.90 | 1,501.90 | |
| 2021 | 2022 | 2023 | 724.00 | 805.59 | 1,529.59 | |
| 2022 | 2023 | 2024 | 724.00 | 832.71 | 1,556.71 | * |
| 2023 | 2024 | 2025 | 724.00 | 239.23 | 963.23 | ** |
| 2024 | 2025 | 2026 | 724.00 | 244.49 | 968.49 | |
| 2025 | 2026 | 2027 | 724.00 | 250.30 | 974.30 | |
| 2026 | 2027 | 2028 | 724.00 | 256.29 | 980.29 | |
| 2027 | 2028 | 2029 | 724.00 | 265.73 | 989.73 | |
| 2028 | 2029 | 2030 | 724.00 | 275.50 | 999.50 | * |
| 2029 | 2030 | 2031 | 724.00 | 0.00 | 724.00 | ** |
| 2030 | 2031 | 2032 | 724.00 | 0.00 | 724.00 | |

### Estimated Revenue for Fiscal Year 2022

| | |
|---|---|
| Local Optional Revenue | $2,685,461 |
| Operating Referendum | $2,885,387 |

### Notes:

* First year to renew expiring voter approved referendum authority

** Last year to renew expiring voter approved referendum authority

*Source: Minnesota Department of Education*



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