

OFFICIAL MINUTES

Chatfield Public Schools School Board ISD #227

Regular Board Meeting

Date | time 6/19/2018 7:00 PM | Meeting called to order by Jerry Chase

In Attendance

Pursuant to due call and notice thereof, the regular meeting of the School Board of Independent School District No. 227, Olmsted, Fillmore and Winona Counties was held on Tuesday June 19, 2018. The meeting was called to order at 6:03 p.m. at the High School (Room #212) by Jerry Chase, Board Chair.

Roll call was taken with these members present: Chase, Backer, Jeffers, McMahon, and Priebe. Isensee was absent. All present said the Pledge of Allegiance.

Approval of Agenda

McMahon/Backer motion for Approval of Agenda with these changes:

Add: **8. Consent**

- j. Approve the following new hire(s):
 - ii. HS SpEd/Reading Teacher: Matt Mauseth
 - iii. SADD Co-Advisor: Kiya Virgin

11. New Business

- c. \$28,711.27

Remove: **7. Reports**

- b. Student Senate Representatives
- d. Principals' Reports

Motion carried 5-0

Approval of Claims & Accounts

Priebe motioned for approval of Claims & Accounts as presented. Jeffers seconded. Motion carried 5-0

Reports

Board Reports:

Scott Backer/Safety Committee: The newly formed safety committee met at 6:15pm this evening. The discussion included changes and improvements to be considered at the entrances of both the elementary and high school buildings.

Technology Integration Specialist/Kristy Cook: set goals for SY 2018-2019 at getting students and staff more comfortable with using all the new technology in our buildings. There will be new opportunities for all. She is also concerned with the digital safety of our students and hopes to train them how to be safe online. A copy of her report is attached.

Superintendent's Report/Ed Harris: The Finance & Facilities Committee met earlier this month. Several fund balances are in good shape but did report that the preliminary FY19 budget projection indicates a general fund budget shortfall of over \$200,000. Further refinement of the FY19 budget and exploration of cost saving measures for future years will commence after the audit is complete this fall. The construction budget is estimated to come in about \$250,000 under

budget. Several ideas were discussed about how to best use those moneys. About \$140,000 has been recommended to be spent on additional facility and equipment items. A copy of his complete report is attached.

Approval of Consent Items

Backer/Priebe motion to approve the Consent Items:

- a. Approve 05/22/2018 Meeting Minutes
- b. Approve Summer Weight Room Supervisor: Greg Silha
- c. Authorize Board Treasurer to approve End of Year Bills
- d. Delegate Karyl Lyon/Business Manager as designee to wire transfers, excess funds & bond payments
- e. Designate The Chatfield News as the official newspaper for SY 2018-2019
- f. Designate Ratwick, Rozak, Maloney & Bartel as Official Legal Counsel for SY 2018-2019
- g. Designate Official District Depositories for SY 2018-2019
 - i. Root Rive State Bank
 - ii. Minnesota Liquid Asset Funds
 - iii. F & M Community Bank (Alice Groen Trust Account)
- h. Approve Entity Authorization Form to designate Superintendent & Business Manager as District Representatives
- i. Set 2019 School Board Meetings: 3rd Monday each month at 7:00pm in the HS Media Center with these exceptions:
 - i. Jan 21, 2019 is Martin Luther King Day. Move meeting to 4th Monday, Jan 28.
 - ii. Feb 18, 2019 is President's Day. Move meeting to 4th Monday, Feb 25.
- j. Approve the following new hire(s):
 - i. 9th Grade Volleyball Coach: Kelsey Gwidt
 - ii. HS Sped/Reading Teacher: Matt Mauseth
 - iii. SADD Co-Advisor: Kiya Virgin

Motion carried 5-0

Annual Reading of District Policies

- a. Jeffers/McMahon motion to approve Policy 619 Staff Development for Standards. Motion carried 5-0
- b. Priebe/Backer motion to approve Policy 623 Mandatory Summer School Instruction. Motion carried 5-0

1st Reading of District Policies

Chase noted that the following district policies are before the board for their first reading. He asked the board to refer any questions they might have to Mr. Harris.

- a. 806 Crisis Management Policy

2nd Reading of District Policies

McMahon/Priebe motion to approve the following policies:

- a. 616 School District System Accountability
- b. 618 Assessment of Student Achievement
- c. 701 Establishment and Adoption of School District Budget
- d. 805 Waste Reduction and Recycling

Motion carried 5-0

New Business

- a. Backer/McMahon motion to approve the 1-yr Food Service Renewal. Motion carried 5-0
- b. Board member Matt McMahon introduced the following resolution, asked that community members consider running for office & moved its adoption

**RESOLUTION ESTABLISHING DATES
FOR FILING AFFIDAVITS OF CANDIDACY**

BE IT RESOLVED by the School board of Independent School District No. 227, State of Minnesota, as follows:

1. The period of filing affidavits of candidacy for the office of school board member of Independent School District No. 227 shall begin on July 31, 2018 and shall close on August 14, 2018. An affidavit of candidacy must be filed in the office of the school district clerk and the \$2 filing fee paid prior to 5:00 o'clock p.m. on August 14, 2018.
2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in the official newspaper of the district, at least two (2) weeks prior to the first day to file affidavits of candidacy.
3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district at least ten (10) days prior to the first day to file affidavits of candidacy.
4. The notice of said filing dates shall be in substantially the following form:

**NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 227
CHATFIELD PUBLIC SCHOOLS
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the period for filing affidavits of candidacy for the office of school board member of Independent School District No. 227 shall begin on July 31, 2018, and shall close at 5:00 o'clock p.m. on August 14, 2018.

The general election shall be held on Tuesday, November 6, 2018. At that election, three members will be elected to the School Board for terms of four (4) years each.

Affidavits of Candidacy are available from the school district clerk, 205 Union St. N.E., Chatfield, MN 55923. The filing fee for this office is \$2. A candidate for this office must be an eligible voter, must be 21 years of age or more on assuming office, must have been a resident of the school district from which the candidate seeks election for thirty (30) days before the general election, and must have no other affidavit on file for any other office at the general election.

The affidavits of candidacy must be filed in the office of the school district clerk and the filing fee paid prior to 5:00 o'clock p.m. on August 14, 2018.

BY ORDER OF THE SCHOOL BOARD

June 19, 2018

/s/ _____ Scott Backer _____
School District Clerk

The motion for adoption of the foregoing resolution was duly seconded by board member Amy Jeffers and upon vote being taken thereon, the following members voted in favor thereof: Chase, Backer, Priebe, Jeffers and McMahon.

The following members voted against: NONE

Whereupon said resolution was declared duly passed and adopted. Motion carried 5-0

- c. Backer/Priebe motion to acknowledge SY 2017-2018 donations/grants received. (see attached) Motion carried 5-0
- d. Backer/Priebe motion to approve the Early Entrance to Kindergarten Policy. Mr. Harris reminded the board that this is an existing procedure. Motion carried 5-0
- e. McMahon/Priebe motion to approve FY 2018-2019 Budget. Chase thanked Mr. Harris for continually keeping the board and staff informed of financial status. Motion carried 5-0

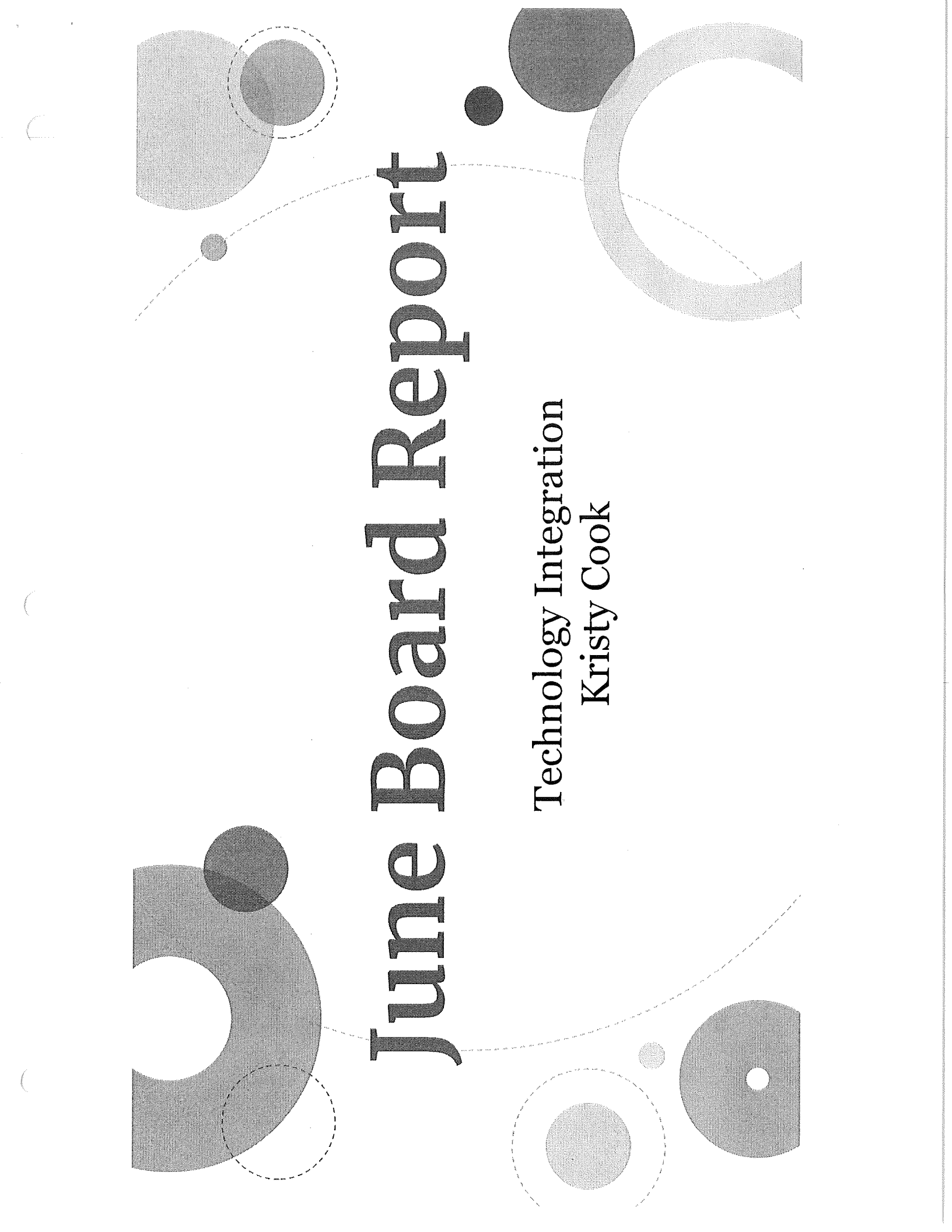
Adjournment

McMahon/Backer motion to adjourn at 7:38pm. Motion carried 5-0

Respectfully submitted,

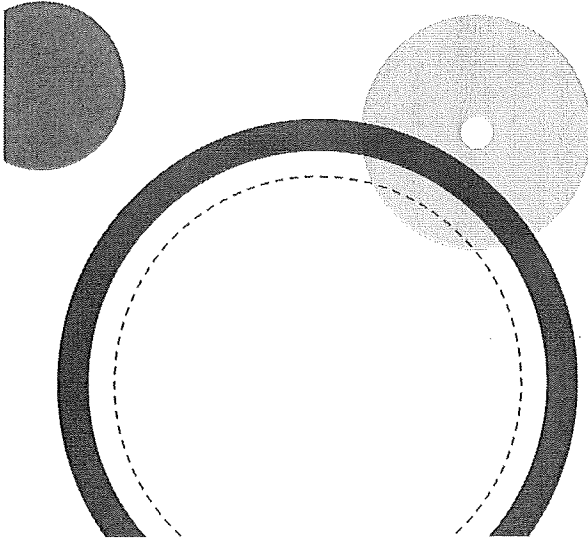
/s/  _____

Scott Backer, Clerk

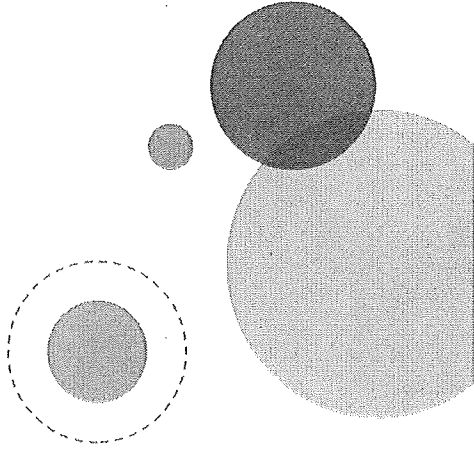
The background of the page is decorated with an abstract geometric design. It features several overlapping circles in various shades of gray. Some circles are solid, while others are defined by dashed outlines. A series of small, solid gray dots are connected by a thin, dashed line that curves across the page, passing behind the main title. The overall aesthetic is modern and minimalist.

June Board Report

Technology Integration
Kristy Cook



Spring Clarity Survey

- How technology is being used in the classroom
 - Teacher technology skills
 - Student technology skills
 - Teacher and student access to technology both at school and home
 - Technology support at school
 - Implementation of the 4Cs at school
 - Collaboration
 - Communication
 - Critical Thinking
 - Creativity
- 

CASE® Score Legend

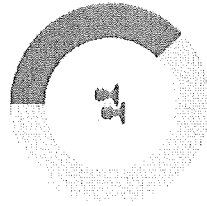
- Beginning
- Emerging
- Proficient
- Advanced
- Exemplary

Show More +

CASE® Score

1077 Proficient ↑ Up since last data collection

Classroom



Use of the 4Cs

Teachers

Students

Digital Citizenship

Teachers

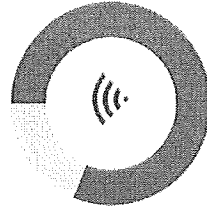
Students

Assessment

Assistive Technology

ghbytes.net/modules/case/dashboard/classroom in a new tab

Access



Access at School

Teachers

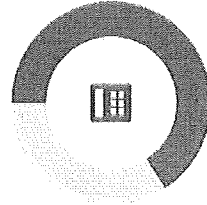
Students

Access at Home

Teachers

Students

Skills



Foundational

Teachers

Students

Online

Teachers

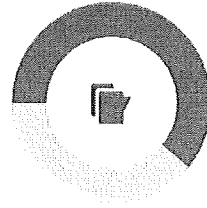
Students

Multimedia

Teachers

Students

Environment



The 3Ps

Support

Professional Learning

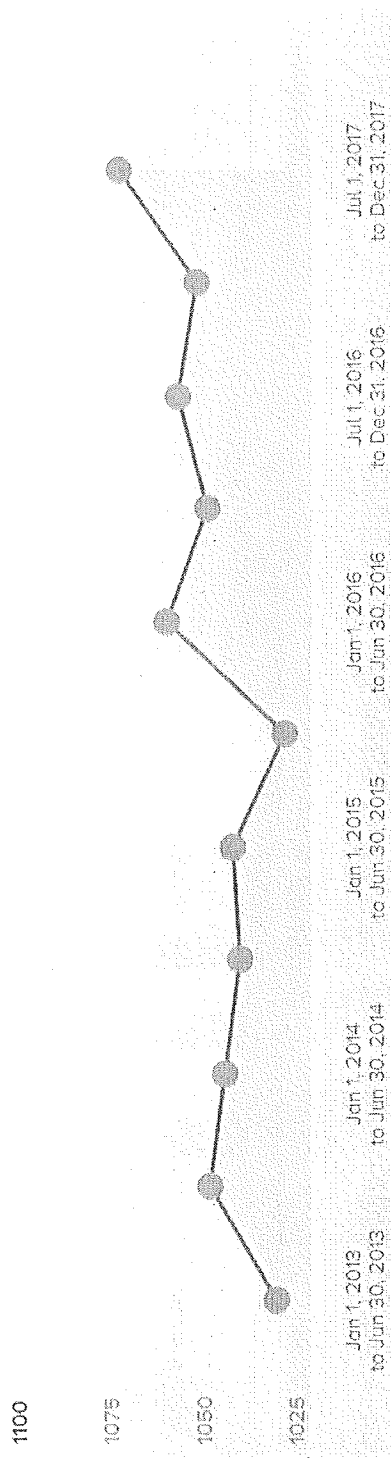
Beliefs

Spring Clarity Survey

Highest CASE score we have ever received in 5 years.

Trends

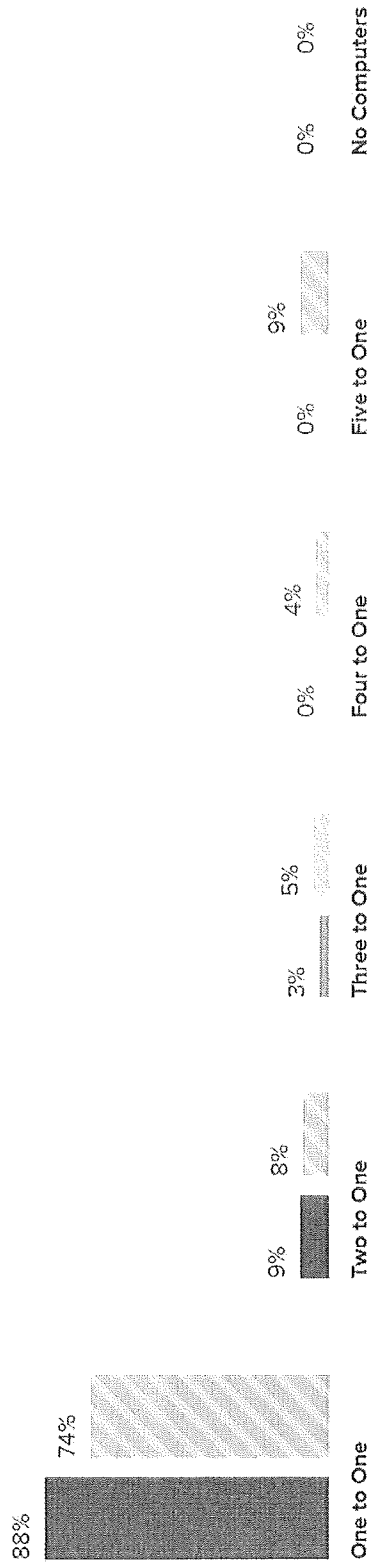
Overall  Domains



☐ The ratio of students to computers in the classroom as reported by teachers is

[View Insight](#)
[Save Chart](#)
[Share](#)

[Chart](#)
[Trends](#)



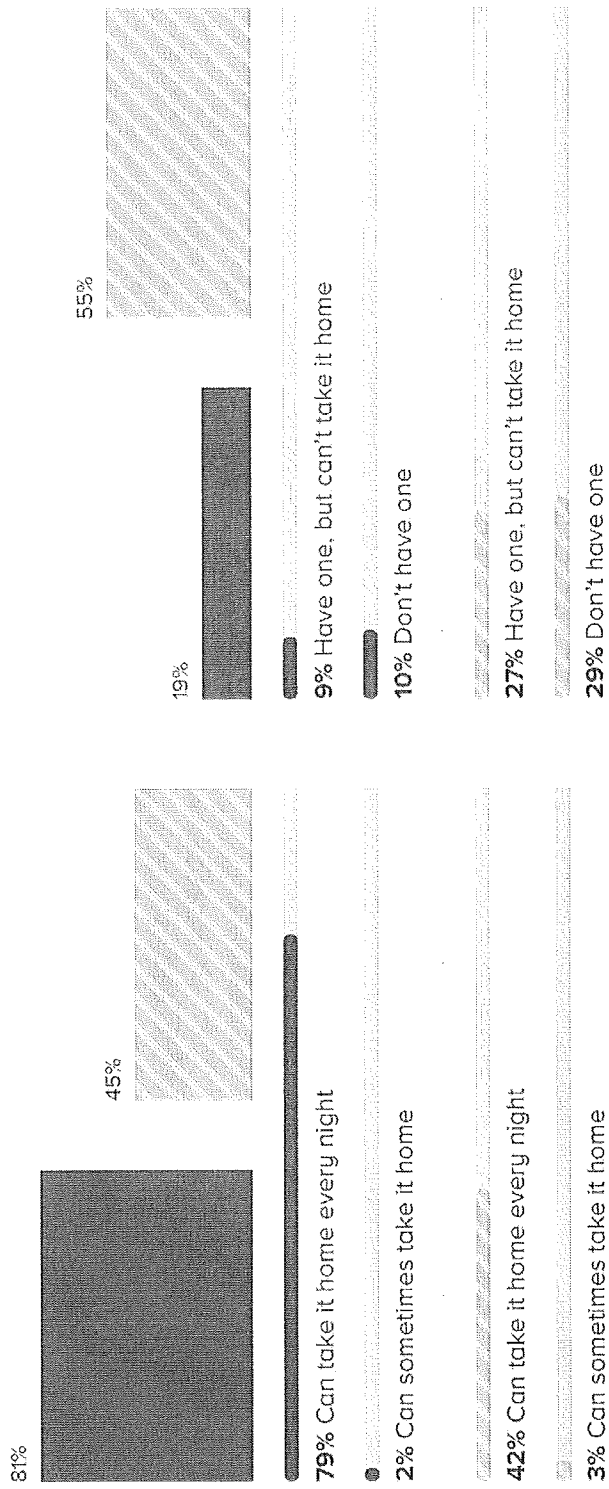
☒ COMPARE

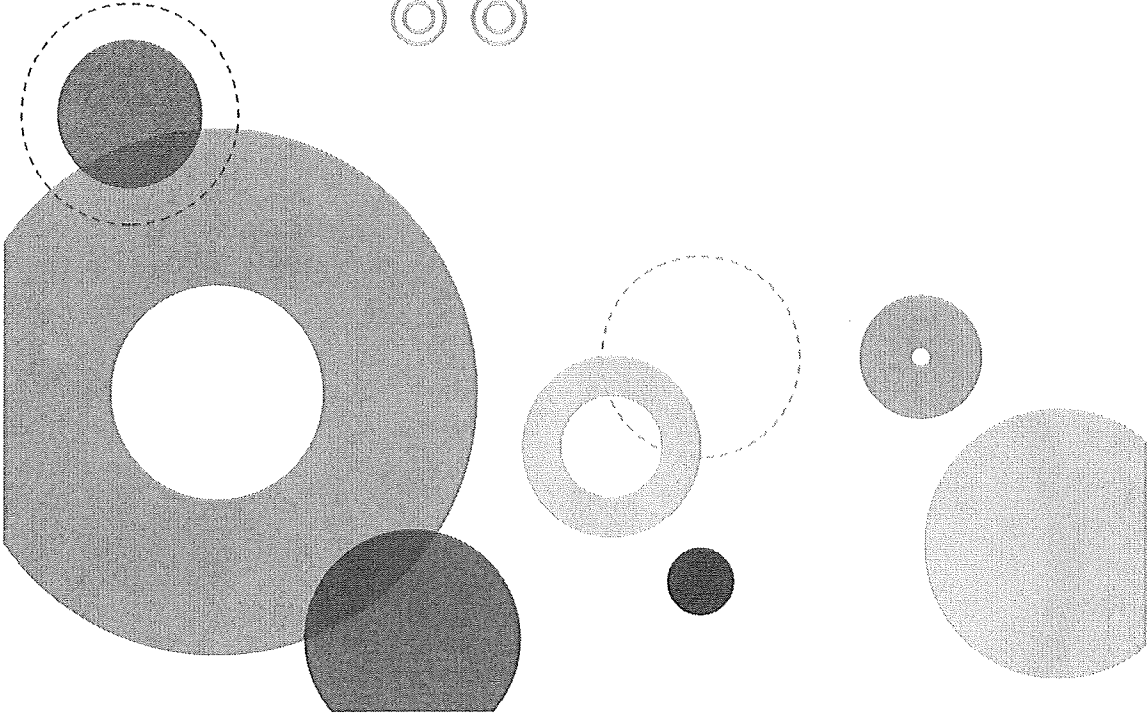
Current
Solids

Minnesota
Stripes

Students are allowed to take home a school-owned mobile computer

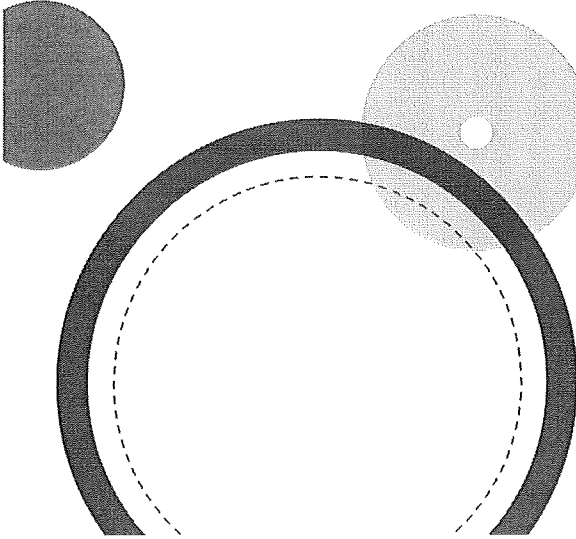
Save Chart Share



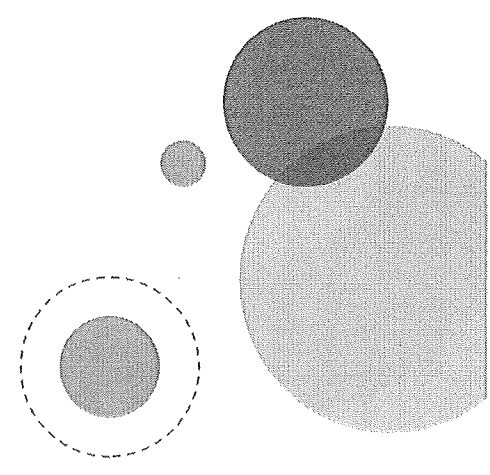


Areas of focus for 2018-2019

- © Digital Citizenship
- © Increasing the use of the 4Cs in the classroom
 - © Creativity
 - © Collaboration
 - © Critical Thinking
 - © Communication



Summer Work

- Teacher iPads
 - Schoology Training for Teachers
 - Schoology Video for Parents
 - New Webpage
 - Switch over from Lightspeed to JAMF
 - Getting ready for next year
- 

Ed's June 2018 Board Report

Construction Update

On schedule

On budget

Finance and Facilities Committee Report (June 7 Meeting)

Items discussed

- Financial Planning Model and Preliminary Budget
 - Preliminary budget projects a \$280,000 deficit for FY19
 - Enrollment has remained flat. New money from the State continues to fall short of annual inflationary cost increases.
 - In the short term, we will be focusing on cost controls and opportunistic savings for FY19.
 - There will be more certainty regarding the deficit later this year when the FY19 budget is finalized and the FPM is updated. Depending upon how that comes out, budget cuts for subsequent years may need to be explored.
- Operating Capital: Fund balance is sound.
- Long Term Facility Maintenance: Fund balance is sound.
- Football press box request (Jeff Johnson) and football storage/practice facility.
- Parking Lots and Site Survey: Wendel Companies will work with the District on a site survey/recommendation.
- Sale of Dark Fiber: Potential additional revenue for facility projects.
- Construction Budget Surplus: Currently estimated at about \$250,000. The Construction Committee recommended about \$140,000 be spent on additional facility and equipment items. The rest will be reserved until after building occupancy.
 - Roof Top Unit 15 control conversation (HVAC)
 - Convert current ALP room to staff room (room re-purposing)
 - CCTV room ventilation (HVAC)
 - Heated walk at front entry (safety)
 - Front entry modification (security)
 - Hall locker modification (construction requirement)
 - Door control continuity between buildings (security)
 - North side pavement expansion (site improvement)
 - Landscape MPR door area/corner (site improvement)
 - New choir shell (safety)
 - Additional FOBS in gym and locker room area (security)

Consent Items

Mostly the standard annual designations that the District is required to make.

1st Reading of District Policies

806 Crisis Management Policy

806 17red.pdf
71.1 KB

We are up to date on this. No material changes.

2nd Reading of District Policies

616 School District System Accountability

616 17red.pdf
39.6 KB

Our World's Best Workforce Plan covers the required elements of this policy.

618 Assessment of Student Achievement

618 17red.pdf
37.7 KB

Our compliance with policy 613 covers the required elements of this policy.

701 Establishment and Adoption of School District Budget

701 17red.pdf
22.3 KB

No significant changes.

805 Waste Reduction and Recycling

805 17red.pdf
45.6 KB

We are compliant with this policy as per present practice and IEA management plans.

New Business

Food Service Renewal: This is an option that we have typically exercised. Meal prices will remain the same for the coming year.

Filing Affidavits of Candidacy: Matt, Scott and Lanny are up for reelection this coming November.

Donations and Grants: Annual requirement to approve donations (activity funds and general fund). This is for the 2017-2018 school year.

Early Entrance Into Kindergarten Policy: This has been in place as administrative guidance/procedure but should be SB approved. ▶

FY 2018-2019 Preliminary Budget:
See attached

[illegible]

**SCHOOL FOOD
SERVICE AGREEMENT
2018-19**

APPROVED JUN 19 2018

THIS AGREEMENT is made this 1st day of July, 2017 by and between **TAHER, INC.**, 5570 Smetana Drive, Minnetonka, MN 55343, (called "FSMC") and **CHATFIELD PUBLIC SCHOOLS**, 205 Union Street NE, Chatfield, MN 55923 (called "SFA").

THE PARTIES AGREE AS FOLLOWS:

1. **Effective Date; Term.** This Agreement shall be effective as of July 1, 2018, and shall continue for a term of one year ending June 30, 2019.

2. **Personnel Matters.**

A. Approval by SFA; Compliance. FSMC shall employ all management and non-management employees reasonably necessary for efficiently managing the Food Service. Non-food service personnel such as custodians, noon-duty aides, and office personnel shall be the responsibility of SFA. Food Service personnel shall be subject to regulations and health examinations as SFA may require and as established by applicable governmental requirements. The person to be employed as FSMC's resident manager shall be subject to SFA's approval, which approval shall not be unreasonably delayed or withheld. FSMC shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor Regulations (29 CFR Part 5) pursuant to 7CFR, Section 3016.36(i)(6).

B. Non-discrimination; Equal Opportunity Employment. The FSMC agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93 112, as amended; the American's With Disabilities Act of 1990, Public Law 101-336 Executive Order 11246 (Equal Employment Opportunity); as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR, Part 60) pursuant to 7CFR, Section 3016.36(i)(3); and the Minnesota Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this agreement or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or martial status. This provision shall include, but shall not be limited to, the following employment, promotion, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The FSMC agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the FSMC. The FSMC further agrees to insert similar provisions in all contracts for services allowed under this agreement under any

program or activity. All solicitations or advertisements for employees placed by FSMC shall include the phrase "Equal Opportunity Employer" or a similar phrase. The FSMC shall comply with all applicable provisions of the federal Equal Opportunity Federal Contract Compliance Program.

C. FSMC shall conform with all civil rights requirements applicable to the SFA.

3. **FSMC's Compensation; SFA's Target Net Return.**

A. General Compensation Structure. The gross receipts from FSMC's operation of the Food Service shall be retained by SFA, including all cash, credits, reimbursements and commodity payments. Foods received by the SFA will be turned over to the FSMC for use only in SFA's school lunch program. The FSMC shall provide a report that identifies contents of each deposit by the type of sale to SFA at the close of each month. The SFA shall maintain control of the school lunch account, has overall financial responsibility for the food service and shall pay the FSMC from the gross receipts deposited in the SFA's food service bank account a "Management Fee" and reimburse FSMC for FSMC's "Costs of Business" as those terms are defined below.

B. Definitions. The following definitions shall be used in this Agreement:

1) Management Fee. The term "Management Fee" shall mean a sum equal to \$.0306 for each meal and meal equivalent served by FSMC during the school year and shall be invoiced at \$425.00 per month. Meal counts and this fee shall be balanced at the end of the 18/19 school year.

2) Meal Equivalent. The term "Meal Equivalent" shall mean the total of the sales for a la carte items, milk, and miscellaneous items in the operation of the food service divided by the equivalent rate of \$3.45 per meal.

3) Costs of Business. The term "Costs of Business" shall mean the sum of all costs, charges, and expenses incurred by FSMC in connection with its operation of the Food Service including, but not limited to the following items:

a) FSMC's direct cost of labor for the supervision and for non-management hourly employees of the Food Service, including wages and overtime, salaries, bonuses, retirement plans, vacation, sick pay and severance pay; group benefits such as health insurance and pension; worker's compensation and unemployment compensation insurance; payroll taxes, employee meals, travel expenses and other directly related labor costs;

b) FSMC's cost of food and beverages purchased by it for the operation of the Food Service, excluding donated foods but including applicable taxes and delivery charges, less all applicable discounts and rebates that will be subtracted on the original invoice;

c) SFA's cost of merchandise, materials, expendables and supplies purchased by it for the operation of the Food Service;

d) FSMC's costs of all other operating expenses incurred by it with respect to its operation of the Food Service including, but not limited to: costs of licenses, permits, maintenance and rental expenses, rent, security costs and cash losses or disappearances incurred by FSMC on SFA's Premises not involving FSMC's employees or agents, information systems, software, armored car services, promotions or proprietary materials, decorations, necessary overnight delivery, general liability insurance based on the average manual rates for such insurance in the geographic area of SFA's Premises, other insurance maintained pursuant to the Agreement, out-of-pocket travel and related expenses for training of employees assigned to the Food Service operation, including the costs of an on-site trainer temporarily assigned to SFA's Premises, sales and use taxes; and any other services related to the operation of the Food Service;

e) FSMC's general and administrative expenses which are agreed sum equal to \$.3057 for each meal and meal equivalent served by FSMC during the school year and shall be invoiced at \$4,250.00 per month. Meal counts and this fee shall be balanced at the end of the 18/19 school year.

f) Any tax, plus any interest and penalties, which any government determines is payable by FSMC in the operation of the Food Service;

C. Assumptions. Financial terms of this Agreement are based upon the following assumptions (the "Assumptions"), based on information supplied by SFA:

1) That all relevant federal, state and local statutes, rules and regulations relating to school lunch and breakfast programs in effect as of the date hereof shall remain consistent throughout the term of this Agreement;

2) That SFA will comply with all federal and state requirements, rules and regulations pertaining to school lunch and breakfast programs and that SFA will obtain all available school lunch and breakfast reimbursements;

3) That the quantity, quality and variety of donated foods throughout the term of this Agreement will be a minimum of \$.2325 per reimbursable meal served;

4) That the hours of service of meals, service requirements, type or number of facilities selling food and beverages on SFA's Premises will remain consistent throughout the year;

5) That the federal reimbursement rate will be a minimum of \$3.29 for each free lunch, \$2.89 for each reduced price lunch and \$.37 for each paid lunch all which includes the \$.06 per lunch for the HHFKA reimbursement; the State reimbursement rate will be a minimum of \$.125 for all reimbursable meals served. The federal reimbursement rate will be a minimum of \$1.75 for each free breakfast, \$1.45 for

each reduced price breakfast, and \$.30 for each paid breakfast; the State reimbursement rate will be \$.55 for all paid breakfasts served and \$.30 on reduced breakfasts;

6) That the prices charged for school lunches will be \$2.30 for elementary students, \$2.50 for secondary students and \$3.85 for adults; that the price charged for student breakfasts will be \$1.60; the price per carton of milk will be \$.45; and that these charges will remain constant through the term of this Agreement;

7) That SFA's enrollment will be at or above 910;

8) That there will be at least 173 days for lunch and for breakfast in Food Service operation. If there is a significant deviation in the days of service, there may need to be a recalculation of the budgeted return; and

9) That there occur no fires, floods, wars, riots, strikes, labor unrest, weather, or other events or acts beyond FSMC's control, which adversely affect the cost of FSMC's performance of this Agreement.

D. Inventory. Prior to the start of initial operation of the Food Service, SFA and FSMC will take a beginning inventory of all usable food, supplies and donated foods on SFA's Premises. FSMC shall use such inventory which it determines, in its reasonable discretion, is usable in the Food Service at a value determined by invoice cost. On termination of this Agreement, SFA and FSMC will take another inventory of the usable food, supplies and donated foods on hand at that time. All inventories shall remain on SFA's Premises.

E. Budget. Prior to May 1 of each year, FSMC shall submit a budget for the upcoming school year pursuant to the Assumptions. The variance of actual occurrences during the upcoming school year from the Assumptions shall be at the risk of SFA. If any of the Assumptions shall prove to be inaccurate, the financial terms of this Agreement shall be adjusted in proportion to the actual occurrences. The budget for the 2018/19 school year is based on 125,208 total meals (Reimbursable Meals and Equivalent Meals). At the end of the year should the participation be better than projected and the end result better than budgeted, FSMC will charge an additional fee of \$.004 per meal on all meals served for each additional 1,000 meals over the budgeted participation provided that this additional fee does not diminish the budgeted return of \$793.78 for the year. In addition, this fee cannot be greater than one half of the excess revenue over expenses above the projected year-end result of \$793.78.

4. **Accounting; Reports; Invoices.** The FSMC shall furnish SFA with any required report and supporting records including detailed breakouts of all income and expenditure categories for submission in connection with governmental reimbursement programs. The FSMC shall, at a minimum by the 20th day of the month, report claim information to the SFA and will maintain and have available upon request documentation including invoices, etc. for all costs charged to the SFA.

5. **Payment; Deposit.** FSMC shall account to SFA on a calendar month basis. Following the end of each month, FSMC shall submit to SFA an itemized monthly statement setting out the Costs of Business and Management Fee. Statements are payable within thirty (30) days of receipt, with past due amounts subject to a monthly service charge of 1.5% per month (or maximum legal rate if lesser) and collection costs (including reasonable attorneys' fees) as incurred. Any interest payments due FSMC for non-payment shall not be paid to FSMC out of the nonprofit lunch fund, but rather SFA's general fund. Before the school year begins, FSMC shall establish a deposit account with FSMC equal to one month's operating expenses against which FSMC may draw its Cost of Business and Management Fee. On the final statement for the school year, FSMC shall credit SFA's deposit and any net credit balance shall be paid to SFA.

6. **Indemnity.**

A. FSMC's Obligation. FSMC shall indemnify and hold SFA harmless from and against all claims, liability, losses, costs, expenses including reasonable attorney's fees, and damages arising out of production, preparation, sales and delivery of food products by FSMC or out of FSMC's use of delivery vehicles; provided, however, that SFA shall give FSMC and its insurers the opportunity to defend, litigate and settle such claims and SFA shall cooperate in such defense.

B. SFA's Obligation. SFA shall indemnify and hold FSMC harmless from and against all claims, liability, losses, costs, expenses including reasonable attorney's fees, and damages arising out of any personnel action taken by SFA or by FSMC at SFA's direction or out of injury or death of persons or damage to property, except those described in paragraph 14A above, if such claims are covered by insurance maintained by or for the benefit of SFA. SFA shall also indemnify and hold FSMC harmless from and against any liability or assessment, including related interest and

penalties, arising from tax assessment on the Food Service operation other than FSMC's employee taxes and city, state or federal income taxes, and shall pay expenses, including reasonable attorney's fees, incurred by FSMC in enforcement of the indemnity.

C. Mutual Obligations. Each party shall indemnify and hold the other harmless from and against any claims, liability, losses, costs, expenses including reasonable attorney's fees, and damages arising out of any injury (whether to body, property, or personal or business character or reputation) sustained by any person or to any person or to property by reason of any act, neglect, default, or omission of it or any of its agents, employees, or other representatives, and it shall pay all sums to be paid or discharged in case of an action for any such damages or injuries. If either party is sued in any court for damages by reason of any of the acts of the other party referred to herein, such other party shall defend said action, or cause same to be defended, at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such other party fails to or neglects to so defend the said action, the party sued may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed by the

other party upon demand. Nothing herein is intended to nor shall it relieve either party from liability for its own acts, omissions, or negligence.

D. Survival. This paragraph shall survive termination of the Agreement.

7. **Force Majeure.** FSMC shall not be responsible for any delay or failure to perform its obligations under this Agreement resulting from fires, floods, wars, riots, strikes, weather, or other events or acts beyond its control, provided, however, in the event of strike or other work stoppage which interferes with the operation of the Food Service, FSMC shall, upon SFA's request, take all reasonable steps to continue to provide Food Service, subject to reimbursement by SFA for all direct costs incurred by FSMC in doing so, including an additional allowance for FSMC's administrative fee of \$.3057 per meal/meal equivalent (\$4,250.00 per month), and management fee of \$.0356 per meal/meal equivalent (\$425.00 per month), or a portion thereof. FSMC shall submit to SFA an invoice for such costs and fees following the end of each month of such operation.

8. **Renewal.** This Agreement is renewable each year for three (3) additional one-year terms, at the SFA's discretion and by mutual agreement. The contract may be terminated at the option of either party upon written notice of non-renewal given to the other party at least sixty (60) days prior to the start of the school year. FSMC's General & Administrative and Management Fee amounts will be increased by the same rate as that of the Consumer Price Index for Food and Beverages Away from Home in the Midwest Region for the same period.

9. **Termination.** This Agreement shall be terminated as follows:

- A. For Cause. If either party breaches a material provision of this Agreement, the non-breaching party may give the breaching party notice of such breach. If the breach is remedied within ten days, in the case of failure to make payment when due, or within sixty days in the case of any other breach, the notice shall be null and void. If such breach is not remedied within the time specified, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. These rights of termination are not exclusive, but are in addition to any other rights available to a party at law or in equity.
- B. Without Cause. Either party may terminate this Agreement at any time without cause upon sixty days written notice to the other party.

Upon termination of this Agreement, FSMC shall be compensated as provided herein for its performance of this Agreement through the date of termination and FSMC shall surrender SFA's Premises, equipment and utensils in the same condition as received by FSMC, reasonable wear and tear excepted.

10. **Notice.** Any notice required by or pertaining to this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified mail, return receipt requested, to the address of the parties set forth below:

SFA:
Mr. Edward Harris
Chatfield Public Schools
205 Union Street NE
Chatfield, MN 55923

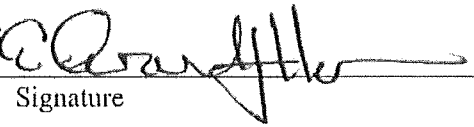
FSMC:
Mr. Bruce Taher, C.E.O.
Taher, Inc.
5570 Smetana Drive
Minnetonka, MN 55343

11. **Independent FSMC.** FSMC is an independent FSMC and neither it nor its employees are employees of SFA. SFA is interested in the general nature and results and not the manner, method or means by which FSMC operates the Food Service. FSMC shall pay all taxes, withholdings and contributions required by law to be made with regard to its employees.

12. **Confidentiality.** SFA acknowledges and agrees that FSMC has expended considerable time and money in the development of systems, procedures, computer programs, forms, recipes, menus and other items of a proprietary nature which are unique to FSMC's way of conducting business in the operation of a food service ("Confidential Information"). SFA shall keep such Confidential Information confidential and shall not copy, divulge or otherwise use it. Upon any termination of this Agreement, SFA shall permit FSMC to remove all its Confidential Information from SFA's Premises and SFA shall promptly turn over to FSMC all Confidential Information in SFA's possession or under its control.


13. **Disputes.** Any disputes which cannot be resolved by the parties negotiating in good faith within thirty days shall be finally determined by litigation in the state or federal court located in the county of Hennepin, State of Minnesota. The costs and expenses, including reasonable attorney's fees, of the prevailing party shall be paid by the non-prevailing party to any such litigation. This Agreement shall be construed by and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

SFA:
By: 
Signature

Title: Superintendent

Date: 6/18/18

FSMC:
By: 
Signature

Title: CEO

Date: 6/15/18

School Nutrition Programs

Renewal of Food Service Management Contract

School Year 2018-19

APPROVED JUN 19 2018

Food service management contracts that started in 2014-15 or later may be renewed for the 2018-19 contract year if both parties have mutually agreed to renew.

Federal regulations for the National School Lunch Program (NSLP), at 7 Code of Federal Regulations section 210.16, allow a food service management contract to be renewed for a term not to exceed one year for up to four renewals (a total of five years including the original contract).

A 2017 revision to state law (Minnesota Statutes section 123B.52) allows public schools to follow the federal rule that allows up to four one-year renewals of food service management contracts.

This renewal document must be used to meet NSLP requirements and for contract payments to be allowable costs to the nonprofit school food service. No changes may be made to this renewal document without preapproval by the Minnesota Department of Education (MDE), except for the information required to be inserted by the school food authority.

1. Definitions

"SFA" is the school food authority (school district, nonpublic school or residential child care organization) contracting for food service management.

SFA: Chatfield Public Schools #227

Cyber-Linked Interactive Child Nutrition Systems (CLICS) Identification Number: 1000003886

"Company" is the company providing food service management to School.

Company: Taher, Inc.

"Original contract" is the first year of the food service management contract, which was competitively procured and specified the terms for contract renewals.

The original contract was for school year 2017/18.

2. Renewal of Contract

SFA and Company mutually agree to renew the original contract for the term indicated below, not to exceed one year.

This is the ² year of the contract, counting the original year of the contract and renewals.

Start Date for Renewed Contract: 7-1-18 End Date for Renewed Contract: 6-30-19

3. Adjusted Meal Prices

SFA and Company have mutually agreed to 2018-19 prices or fees as shown below. The maximum amount that 2017-18 prices or fees may be increased is 1.9 percent (Consumer Price Index (CPI-U), Food Away from Home, Midwest Region, for the twelve months ending December 2017).

Check one:

☐

Fixed Meal Price Contract – Prices are adjusted as shown below.

☒

Cost-Reimbursable Contract – Fees are adjusted as shown below.

The fixed price(s) or fixed administrative fee(s), and the calculation of the revised price(s) or fee(s), are shown below:

Meal Service	2017-18 Price or Fee	Percent Increase (maximum 1.9%)	2018-19 Price or Fee
Management Fee	\$.03	1.9 %	\$.0306
General & Administrative Fee	\$.30	1.9 %	\$.3057
	\$	%	\$
	\$	%	\$

4. Meal Equivalency Factor

The meal equivalency factor for school year 2018-19, used to determine the number of lunches that the a la carte food service revenue is equivalent to for billing purposes, is \$3.45.

5. Value of USDA Foods

Contract prices do not take into account the value of USDA Foods that Company will receive during the contract year. Company will continue to credit SFA for USDA Foods received for the renewed contract year.

At the time that this contract renewal is sent to MDE, the SFA must include a completed Reconciliation of Credits for USDA Foods form to show that USDA Foods have been fully credited during the 2017-18 contract year.

6. Non-Financial Adjustments

No material changes have been made to the contract.

Minor non-financial adjustments for renewal, if any, are described here:

7. Revised Program Requirements

Company agrees to meet all SNP requirements including requirements that become effective during the renewed contract year.

8. Summer Food Service Program (if applicable)

Meal Patterns: Company will provide SFSP meals that meet the requirements for the following meal patterns:

- ☐ Summer Food Service Program Meal Pattern
- ☐ Child and Adult Care Food Program Meal Pattern for Children Ages 1-6
- ☐ Child and Adult Care Food Program Meal Pattern for Infants
- ☐ National School Lunch and Breakfast Programs Meal Patterns

Unitized Meals: Company will provide unitized meals for all SFSP sites unless the box below is checked to request MDE approval of non-unitized / bulk meal service for one or more sites.

- ☐ Company will provide non-unitized / bulk quantities for SFSP, with instructions on the planned portion size for each food component. MDE's approval of SFA's SFSP application approves SFA for a waiver from the SFSP requirement to provide unitized meals.
- ☐ Offer versus Serve (OVS): One or more sites receiving bulk food will use the OVS provision when serving SFSP foods. SFA and Company will coordinate regarding OVS requirements.

9. Termination

Either party may terminate the contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the partners mutually agree to terminate for convenience.

SIGNATURES

School Food Authority: Chatfield Public Schools #227

Address: 205 Union Street NE, Chatfield, MN 55923

Authorized Representative: Edward Harris

Title: Superintendent

Signature: 

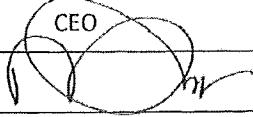
Date: 6/19/18

Company: Taher, Inc.

Address: 5570 Smetana Drive, Minnetonka, MN 55343

Authorized Representative: Bruce Taher

Title: CEO

Signature: 

Date: 6/14/18

Company Contact: Judith A Cameron

Title: Sr. Vice President

Phone: 952-945-0505

Email: j.cameron@taher.com

INSTRUCTIONS FOR DEBARMENT CERTIFICATION FORM

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted to obtain a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, search the records on the System for Award Management (SAM). [View the SAM website.](#)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER-TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.


(Please read instructions on next page before completing Certification.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name: Taher, Inc.

Project Name: National School Lunch Program

Name/Title of Authorized Representative: Bruce Taher, CEO

Signature: 

Date: 6-14-18

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name: Taher, Inc.

Project Name: National School Lunch Program

Name/Title of Authorized Representative: Bruce Taher, CEO

Signature: 

Date: 6-14-18

**RESOLUTION ESTABLISHING DATES
FOR FILING AFFIDAVITS OF CANDIDACY**

APPROVED JUN 19 2018

BE IT RESOLVED by the School board of Independent School District No. 227, State of Minnesota, as follows:

1. The period of filing affidavits of candidacy for the office of school board member of Independent School District No. 227 shall begin on July 31, 2018 and shall close on August 14, 2018. An affidavit of candidacy must be filed in the office of the school district clerk and the \$2 filing fee paid prior to 5:00 o'clock p.m. on August 14, 2018.
2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in the official newspaper of the district, at least two (2) weeks prior to the first day to file affidavits of candidacy.
3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district at least ten (10) days prior to the first day to file affidavits of candidacy.
4. The notice of said filing dates shall be in substantially the following form:

**NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 227
CHATFIELD PUBLIC SCHOOLS
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the period for filing affidavits of candidacy for the office of school board member of Independent School District No. 227 shall begin on July 31, 2018, and shall close at 5:00 o'clock p.m. on August 14, 2018.

The general election shall be held on Tuesday, November 6, 2018. At that election, three members will be elected to the School Board for terms of four (4) years each.

Affidavits of Candidacy are available from the school district clerk, 205 Union St. N.E., Chatfield, MN 55923. The filing fee for this office is \$2. A candidate for this office must be an eligible voter, must be 21 years of age or more on assuming office, must have been a resident of the school district from which the candidate seeks election for thirty (30) days before the general election, and must have no other affidavit on file for any other office at the general election.

The affidavits of candidacy must be filed in the office of the school district clerk and the filing fee paid prior to 5:00 o'clock p.m. on August 14, 2018.

BY ORDER OF THE SCHOOL BOARD

June 19, 2018

/s/



School District Clerk

2 0 1 7 - 2 0 1 8 G E N E R A L F U N D / F U N D 4 D O N A T I O N S	DATE	FROM	AMOUNT REC.	FOR
	9/14/2017	Molly-Jake Alumni Fund	\$ 300.00	football goal posts
	9/14/2017	Chatfield Youth Football Assn.	\$ 700.00	football goal posts (\$300) & HUDL sub. (\$400)
	10/13/2017	Western Days Stampede	\$ 400.00	cross country meet hotel rooms
	10/16/2017	Church of St. Columban	\$ 25.00	elementary milk fund
	7/1/2017	Jason Crouch	\$ 385.00	team chairs
	11/27/2017	Chatfield Fire Fighters Assn.	\$ 1,200.00	PE bowling--high school
	11/20/2017	Pat & Keith Snider	\$ 500.00	Automotive Lit. class
	11/28/2017	Chatfield Athletic Club	\$ 500.00	elementary STEM (Engineering, specifically)
	10/28/2017	Bluff Country Hiking Club	\$ 450.00	Trap Team
	12/1/2017	Chosen Valley Community Foundation	\$ 5,079.00	elementary Rigamijig & Osmo
	2/28/2018	F & M Comm. Bank-- Preston	\$ 100.00	milk fund
	3/9/2018	Marjorie Soppa	\$ 20.00	elem classroom book
	3/9/2018	Linda Mueller	\$ 20.00	elem classroom book
		Chatfield Fish & Game Club	\$ 1,000.00	Trap Team
		Chatfield Lions Club	\$ 300.00	HS Academic Banquet
		Root River State Bank	\$ 350.00	HS Academic Banquet
		Rick Bell State Farm	\$ 350.00	HS Academic Banquet
	6/12/2018	Chatfield Booster Club	\$ 1,000.00	DC expenses
	4/30/2018	Minnesota Historical Society	\$ 444.00	6th grade trip to Fort Snelling
	5/4/2018	Root River State Bank	\$ 2,480.55	mini grants for all grades
	5/31/2018	F & M Comm. Bank-- Chatfield	\$ 2,480.55	mini grants for all grades
	TOTALS		\$ 18,084.10	
	GOODS DONATED			
	DATE	FROM & GOOD(S) DONATED	VALUE	FOR
	10/1/2017	Mike Steien--van	\$200	Automotive Lit. class