

SHAKOPEE PUBLIC SCHOOLS



SCHOOL BOARD AGENDA





July 25, 2016
6:01 PM

1. 5. CONSENT AGENDA

1. 1. 5.1.1 Acceptance of Resignations

Last Name, First Name, Position, Location, Effective Date

Rademacher, Daniel, Custodian, High School, 7/08/2016

McGinnis, RJ, Teacher, Physical Education, East Junior High School, 6/10/2016

***Anderson, Nathan, Teacher, Special Services, High School, 6/10/2016**

***Carstens, Colleen, Office Assistant I, High School, 8/08/2016**

***Imes, Mary, Speech Language Pathologist, Jackson Elementary School, 6/10/2016**

Recommended Action

Accept the resignations as presented.

***Added**

1. 2. ***5.1.6 Request for Unpaid Leave of Absence**

Sheri Mitchell, program support assistant at Jackson Elementary School, is requesting an unpaid

leave of absence for the entire 2016-17 school year. Sheri has plans to attend graduate school for art education.

Recommended Action

Approve the unpaid leave of absence as presented.

***Added**

1. 3. ***5.6 Approval of 2016-17 YMCA Pre-School Contract**

3

Recommended Action

Approve the 2016-17 YMCA Pre-School Contract as presented.

***Added**

AGREEMENT TO PROVIDE YMCA PRESCHOOL PROGRAMMING

2016-2017 School Year

This AGREEMENT, entered into by and between Independent School District No. 720, Shakopee, Minnesota (hereinafter the “School District”) and the Young Men’s Christian Association of the Greater Twin Cities, River Valley Branch, a Minnesota non-profit corporation (hereinafter the “YMCA”).

RECITALS:

WHEREAS, the School District desires to provide programs and services for eligible preschool children residing in the School District before, during and after the end of the school day and on designated non-student contact days during the school year; and

WHEREAS, the School District presently does not have sufficient staff to operate its own preschool program, particularly before the school day commences and after it ends; and

WHEREAS, the YMCA has represented to the School District that it is duly qualified and capable of staffing and providing safe, high quality and cost-effective preschool programming and services for preschool children residing in the School District (the “Preschool Services”); and

WHEREAS, in order to provide, and facilitate convenient access to, the Preschool Services, the School District desires to engage the services of the YMCA to provide the Preschool Services at the School District’s Central Family Center, located at 505 Holmes Street South, Shakopee, Minnesota (the “School Site”).

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Description of the Preschool Services.** The YMCA shall provide sufficient staffing and supervision to provide safe, high-quality Preschool Services for up to twenty (20) children. The Preschool Services shall include, but not be limited to, the following: (a) providing education activities that are designed to stimulate critical thinking skills, develop creativity, enhance learning, develop language skills, develop problem-solving skills, and develop communication effectiveness; (b) enrichment activities such physical fitness programming, music and introduction to foreign languages; (c) nutrition offerings in the form of meals and snacks; and (d) “Family Night” activities. Except as provided in this Agreement, the YMCA shall supply, at its expense, all program supplies, equipment and services necessary to provide the Preschool Services.

2. **Location of Preschool Services.** The YMCA shall provide the Preschool Services at the School Site. The specific rooms and spaces to be used by the YMCA at the School Site (including the playground and gymnasium) shall be determined in advance by the parties hereto and confirmed in writing. The YMCA acknowledges and agrees that specific rooms and spaces designated for the YMCA's use may be changed by the School District. In such event, the School District shall provide YMCA with at least thirty (30) days advance notice of such changes. YMCA further acknowledges and agrees that the rooms and spaces designated for its use will be made available on a non-exclusive basis and that the School District may use such rooms and spaces for other purposes when not used by the YMCA. The YMCA shall have access to the School Site's kitchen and cafeteria for the purpose of storage and serving meals and snacks. The YMCA shall ensure that any rooms and spaces used for Preschool Services, including the kitchen and cafeteria, shall be maintained in a clean and orderly condition.

3. **Schedule for School Site Use.** The YMCA shall have access to the School Site on those school days (including designated non-school days) that the School Site is open. The School Site shall not be accessible to the YMCA on business days where the School District has closed school due to inclement weather or other circumstances. YMCA personnel shall wear YMCA-issued uniforms at all times while at the School Site. The School District shall provide designated YMCA supervisors with card key access to the School Site. The Preschool Services shall be offered at the School Site from 6:30 AM to 6:00 PM on school days during the Term (as defined below). Preschool Services shall also be provided from 6:30 AM to 6:00 PM on the following non-school days provided that a minimum of five (5) children register for each day: August 15-19, 2016, October 19-21, 2016, October 31, 2016, January 16, 2017, January 23, 2017, February 20, 2017 and March 24, 2017. Family Night activities may be provided at the School Site after 6:00 PM on dates mutually agreed upon by the parties.

4. **Term.** This Agreement shall be in effect from August 15, 2016 through May 25, 2017 (the "Term"). Unless extended by mutual written agreement of the parties, this Agreement shall automatically terminate at the end of the Term. At the end of the Term (or at the end of any extended term), the YMCA shall promptly vacate the School Site and remove all of its supplies and equipment therefrom. The School District may terminate this Agreement at any time upon thirty (30) days written notice if YMCA commits a material breach of the Agreement.

5. **Program Fees; Payment for Additional Services.** In consideration for the provision of the Preschool Services during the Term, the School District shall pay the YMCA the sum of Ninety-Eight Thousand and 00/100 Dollars (\$98,000), which shall be paid in four equal installments of the \$24,500 on the last day of the following months, provided that an invoice for the installment is submitted to the School District by the first of the month: September 2016, November 2016, February 2017 and May 2017. In the event a child who is accepted for enrollment in the Preschool Services program has an individual family services plan ("IFSP"), individualized education program ("IEP") or Section 504 accommodation plan and requires the support of a paraprofessional, the School District shall provide the necessary paraprofessional support at School District

expense. Paraprofessionals who work in the Preschool Services program shall be employees of the School District and not the YMCA.

6. ***Use of School Site Office Equipment and Technology.***

a. ***Telephones.*** During this Agreement, the YMCA may use School District telephones located in the offices and other spaces designated for its use at the School Site, without charge, for the purpose of making local phone calls related to the delivery of the Preschool Services.

b. ***Printers and Copiers.*** Upon request, the YMCA may use a designated School District printer or copier at the School Site. The YMCA shall promptly reimburse the School District for all copying and printing costs at the rate of 21 cents per side.

c. ***Technology Access; Computers.*** The YMCA shall be provided access to the School District's wireless and landline internet networks at the School Site, but such access shall be specifically limited to internet access only. The YMCA shall, at its sole expense, provide the laptops and desktop computers necessary to operate the Preschool Services program. If necessary, the YMCA shall be responsible for any additional costs and expenses associated with establishing the YMCA's access to the internet at the School Site and any modifications to the offices, classrooms or other spaces designated for its use.

7. ***Food Service; Custodian Services.*** In order to facilitate the provision of the Preschool Services, the School District shall provide meals and snacks on school days and designated non-student contact days. The School District shall also provide custodial and maintenance services necessary to support the Preschool Services program.

8. ***Damage or Destruction of School District Equipment and Property.*** If in the course of providing the Preschool Services, the YMCA damages or destroys any School District property or equipment, the YMCA shall promptly repair or replace such property or equipment at the YMCA's sole expense.

9. ***Qualifications of YMCA Staff; Supervision by YMCA.*** Each of the employees, volunteers and agents the YMCA designates to perform the Preschool Services under this Agreement shall be duly qualified and trained to perform any task assigned to such person(s) by the YMCA, and shall have received training to work with preschool-age children. The YMCA's delivery of the Preschool Services shall be supervised at all times by qualified, trained and experienced YMCA staff.

10. ***Child Protection Background Check.*** The YMCA shall obtain a background check pursuant to the Minnesota Child Protection Background Check Act for each employee, volunteer or agent assigned to the School Site. If the YMCA receives a report that an employee, volunteer or agent so assigned has ever been convicted of a

background check crime, as defined and described in the attached Exhibit A, it shall take immediate steps to remove such employee, volunteer or agent from his/her assignment.

11. ***Compliance with Applicable Laws, School District Policies and Procedures; Nondiscrimination.*** The YMCA acknowledges and agrees that the YMCA’s employees, volunteers and agents shall comply with all applicable laws and rules pertaining to the delivery of the Preschool Services. YMCA further acknowledges and agrees to adhere to the applicable policies and procedures of the School District while at the School Site. The School District’s policies may be viewed at <http://www.shakopee.k12.mn.us>. The YMCA shall comply with provisions of Section 504 of the Rehabilitation Act of 1973 in that the YMCA shall not, solely by reason of disability, exclude from participation in, deny the benefits of, or subject to discrimination, any individual with a disability who receives Preschool Services.

12. ***Notices.*** All notices or other communications shall be deemed served when faxed, emailed with return receipt requested, hand-delivered or mailed by certified or registered mail, postage prepaid, with the proper address as indicated below. Until otherwise provided by the parties hereto, all notices or other communications to each of them shall be addressed as follows:

To the School District: Robert Greeley, Community Education Director,
Independent School District No. 720, 1200 Town
Square, Shakopee, Minnesota 55066; Email:
bgreeley@shakopee.k12.mn.us

To YMCA: Karen Larson, Chief Financial Officer, YMCA
Twin Cities, 2125 E. Hennepin
Avenue, Minneapolis, MN 55413

13. ***Protection of Records and Data.*** In the course of providing the Preschool Services, the School District will be providing the YMCA with student information, including, but not limited to, the name of the child and the child’s parent, address, telephone number and email address, emergency contact information, health-information and disability-related information (the “Education Records”). The YMCA acknowledges and agrees that Education Records are classified as confidential under the Family Education Rights and Privacy Act (“FERPA”), and private data within the meaning of the Minnesota Government Data Practices Act (“MGDPA”). The YMCA (including its employee and agents working at the School Site) shall preserve and protect the confidentiality of all educational data that it maintains on behalf of the School District and shall not disclose any data to anyone outside of the YMCA or the School District and its authorized agents unless such disclosure complies with the Family Educational Rights and Privacy Act (“FERPA”) and the Minnesota Government Data Practices Act (“MGDPA”).

14. ***Status of YMCA; Supervision of Employees.*** YMCA acknowledges and agrees that (a) its employees, volunteers and agents are not agents, servants, employees

or independent contractors of the School District and that YMCA's authority is specifically limited to the contractual rights and obligations assigned under this Agreement; (b) YMCA shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District; (c) YMCA's employees, volunteers and agents shall not be considered, under the provisions of this Agreement or otherwise, as having employee status and, accordingly, YMCA shall be responsible for payment of all taxes and fees arising out of YMCA's activities under this Agreement; and (d) YMCA shall exercise its own discretion in respect to the performance of its duties under this Agreement. YMCA acknowledges and agrees that it is solely responsible for supervising and directing its employees, volunteers and agents in the provision of the Preschool Services to children. YMCA further acknowledges and agrees that it holds no authority or responsibility whatsoever to direct, control, supervise or assign tasks to, employees of the School District.

15. **Employee Misconduct; Removal.** YMCA agrees that upon notification that an employee, volunteer or agent of YMCA has violated a provision of an applicable School District policy or procedure, has violated a law, jeopardized the mental or physical health of a child receiving Preschool Services at the School Site or disrupted the educational environment at the School Site, it will, at its sole expense and in a timely manner, substitute another experienced, trained, qualified and licensed employee or independent contractor to provide Preschool Services. The YMCA further acknowledges and agrees that the School District may unilaterally and without prior notice, require any personnel of YMCA to leave the School Site in the event that the School District concludes that YMCA personnel, or any one of them, has violated an applicable School District policy or procedure, a policy or procedure of a school district member of the School District, violated a law, jeopardized the mental or physical health of a child receiving Preschool Services or disrupted the educational environment at the School Site.

16. **Insurance.** YMCA shall keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance written on an occurrence, not a claims-made, basis, in an amount not less than \$2 million per occurrence for bodily injury and property damage; (ii) automobile insurance, and (iii) workers' compensation insurance in an amount not less than that required by applicable law. Each such policy (except worker's compensation insurance) shall name the School Districts as an additional insured party. Within thirty (30) days of the date of execution of this Agreement, the YMCA shall provide a certificate of insurance for each such policy to the School District. The YMCA shall also ensure that each such policy of insurance includes a provision that requires the insurers or any one of them to give the School District thirty (30) days prior written notice of cancellation of any of the aforementioned insurance policies.

17. **Indemnification.** In consideration of the promises and agreements set forth herein, YMCA hereby covenants and agrees to hold harmless, defend, and indemnify the School District, including the present and future members of the School District's board of education, in their individual and official capacities, their heirs, personal representatives, successors and assigns, and any other administrator, teacher,

employee, or agent of the School District charged or chargeable with responsibility or liability, their heirs, personal representatives, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, attorney's fees, expenses and loss of compensation, incurred by the School District on account of, or in any way growing out of, the provision of the Preschool Services, except that the provisions of this Section shall not apply to the extent a personal injury is proximately caused by the School District's gross negligence.

18. **Authority.** YMCA represents and warrants to the School District that the person signing this Agreement is duly authorized and has legal capacity to execute and deliver this Agreement. YMCA further represents and warrants to the School District that the execution and delivery of the Agreement and the performance of YMCA's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on YMCA and enforceable in accordance with its terms.

19. **Entire Agreement/Modifications/Applicable Law.** This Agreement contains all of the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

20. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.

21. **Data Practices.** The YMCA and the School District must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the School District under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the YMCA under this Agreement. The provisions of Minn. Stat. § 13.05, subd. 11 apply to this Agreement. If the YMCA receives a request to release the data referred to in this Section, the YMCA must immediately notify and consult with the School District as to how the YMCA should respond to the request. The YMCA's response to the request shall comply with applicable law.

22. **Binding Agreement.** This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

23. **No Oral Waiver.** No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

24. **Assignment.** This Agreement may not be assigned by YMCA without the prior written consent of the School District. YMCA may not delegate its duties under this Agreement to another party without the School District's prior written consent.

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

**INDEPENDENT SCHOOL DISTRICT
NO. 720**

Dated: _____, 2016

By: _____
Rod Thompson, Superintendent of Schools

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF THE GREATER
TWIN CITIES**

Dated: _____, 2016

By: _____
Karen Larson, Chief Financial Officer

EXHIBIT A

Definition of “Background Check Crime”

Minn. Stat. § 299C.61, subd. 2: "Background check crime" includes child abuse crimes, murder, manslaughter, felony level assault or any assault crime committed against a minor, kidnapping, arson, criminal sexual conduct, and prostitution-related crimes.