



REVISED2

**Independent School District 834
Video Conference
School Board Business Meeting Agenda – June 25, 2020 6:00 p.m.**

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Open Forum**
Fifteen speakers will be allotted three minutes each to speak
- V. **Consent Agenda**
 - A. Minutes of June 11, 2020 Business Meeting
 - B. Minutes of June 11, 2020 Closed Meeting
 - C. Disbursement Register June 13 – June 26, 2020
 - D. Accept Gifts and Donations – May 2020
 - E. Human Resources Personnel Report
- VI. **Reports**
 - A. District Handbook – Ms. Carissa Keister
 - B. Distance Learning Survey Results – Ms. Carissa Keister
 - C. Second Reading – Policy 533 – Wellness – Director Burns
 - D. First Reading – Policy 903 – Visitors to School District Buildings and Sites – Director Burns
- VII. **Action Items**
 - A. Distance Learning Professional Development – Ms. Rachel Larson
 - B. District Cultural Liaison – Ms. Rachel Larson
 - C. Stillwater Area School Board Statement for Racial Justice – Chair Stivland
 - D. Other Post Employee Benefits (OPEB) Levy – Dr. John Thein
 - E. Long Term Facilities Maintenance 10 Year Plan – 2020-21 Fiscal Year 2021 – Dr. John Thein
 - F. Minnehaha Transportation Inc. Property Lease – Dr. John Thein
 - G. Transportation Contract & Sublease Agreement – Dr. John Thein
 - H. Youth Services Bureau, Inc. Agreements – Ms. Rachel Larson
 - I. Interim Superintendent – Chair Stivland
 - J. Amended Transportation Contract with Minnesota Central Bus Co. – Chair Stivland
- VIII. **Board Member Reports**
 - A. Board Chair Report
 - B. Working Group Reports
 - 1. Community Engagement
 - 2. Finance and Operations
 - 3. Legislative
 - 4. Policy
 - C. Board Member Reports
- IX. **Adjournment**
 - A. Adjourn

In response to guidance from the Centers for Disease Control and Prevention (CDC) on social distancing, the school board meeting will be available to the public to watch online only. The meeting will be web streamed live and archived on the district's website. Future board meetings may be conducted electronically until CDC recommendations related to the COVID-19 situation change



Agenda Item I.
Date Prepared: June 13 2020
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: June 25, 2020

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: June 13, 2020
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: June 25, 2020

Background:

The School Board Chair will ask the secretary to take the roll. A quorum must be established in order for the meeting to proceed.

Board Members

Sarah Stivland, Board Chair

Shelley Pearson, Vice Chair

Tina Riehle, Treasurer

Mike Ptacek, Clerk

Mark Burns, Director

Jennifer Pelletier, Director

Liz Weisberg, Director

Recommendation:

Board action is not required.



Agenda Item III.
Date Prepared: June 13, 2020
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: June 25, 2020

Background:

Once quorum has been established the School Board Chair will request approval of the meeting agenda.

Recommendation:

A motion and a second to approve the meeting agenda will be requested.

Motion by: _____ **Seconded by:** _____ **Vote:** _____



Agenda Item IV.
Date Prepared: June 15, 2020
ISD 834 Board Meeting

Agenda Item: Open Forum
Meeting Date: June 25, 2020

Background:

Open Forum Expectations during COVID-19 Pandemic

School board meetings will be held electronically until further notice. If you wish to speak to the School Board, you will be able to do so at the start of the school board meeting during Open Forum. A sign-up for Open Forum speakers will be available online on the board webpage from 3-4 p.m. on the day of the board meeting, to provide time for instructions to connect to the meeting to be sent to speakers.

You may sign in only for yourself, not other individuals or groups. The order of speakers will be established on a first-come, first-served basis. Due to time limitations, we will limit the number of speakers to 15 for 3 minutes each. You will need the ability to join the meeting electronically either by phone or online. You will receive instructions for joining the meeting 30-60 minutes prior to the start of the meeting. If you wish to speak to the School Board, you will be able to do so at the start of the school board meeting during Open Forum. If you spoke at the last meeting, please consider allowing others to speak before you.

Stillwater Area School District welcomes input from citizens as community involvement fosters better decision making and improved learning experiences for all students. While comments and questions are welcome during Open Forum, law prohibits the Board from discussing concerns about individual employees or students in a public meeting. We will stop the proceedings immediately if employee or student privacy issues are raised and direct the speaker to forward comments regarding individual employees or students to the superintendent.

Because we are modeling civil discourse for our community, speakers must present their testimony in a respectful manner. Vulgarity, character attacks, malice or specific complaints identifying staff or students by name or implication will not be permitted.

The Board will not deliberate, discuss, or engage in conversation with speakers during open forum.

However, the Board may ask administration to review the concern(s) presented.

Recommendation:

This is for informational purposes only.



Agenda Item V. A.B.C.D.E.
Date Prepared: June 15, 2020
ISD 834 Board Meeting

Agenda Item: Consent Agenda
Meeting Date: June 25, 2020
Contact Person: Varies by item

Background:

The consent agenda is a meeting practice which packages routine reports, Board meeting minutes, and other non-controversial items not requiring discussion or independent action as one agenda item. The Board will approve this 'package' of items together in one motion.

- A. School Board Meeting Minutes June 11, 2020
Contact Person: Mike Ptacek, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.
- B. School Board Closed Meeting Minutes June 11, 2020
Contact Person: Mike Ptacek, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.
- C. Disbursement Register June 13 – June 26, 2020
Contact Person: John Thein, Interim Executive Director of Finance and Operations
A copy of the register has been distributed to board members.
- D. Accept Gifts and Donations – May 2020
Contact Person: John Thein, Interim Executive Director of Finance and Operations
A copy of the register has been distributed to board members.
- E. Human Resources Personnel Report
Contact Person: Cathy Moen, Executive Director of Administrative Services
A summary of personnel transactions for the month is included for your review.

Recommendation:

BE IT RESOLVED by the School Board of Independent School District 834 – Stillwater Area Public Schools that Consent Agenda Items A through E be approved as written, and a copy of the agenda items is attached to the minutes.

Motion by: _____ **Seconded by:** _____ **Vote:** _____



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
June 11, 2020 – 6:00 p.m. Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 6:11 p.m.
- II. **Roll Call:** Present: Sarah Stivland, chair; Shelley Pearson, vice chair; Mike Ptacek, clerk; Tina Riehle, treasurer; Mark Burns, director; Jennifer Pelletier, director; Liz Weisberg, director; Superintendent Pontrelli, ex-officio.

III. **Approval of the Agenda**

Motion to approve the agenda by Member Weisberg; seconded by: Member Pearson; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

IV. **Superintendent Report**

- Racism in our society
- Recognize district retirees
- Senior class graduation parade

V. **Open Forum**

1. Josiah Hill – Pandemic and racism
2. Kristie Mack – Stillwater – Concerns with social media and bus garage
3. Astein Osei – 4910 Vallacher Ave – Superintendent support
4. Sandi Hayner – 1357 Lydia Circle – Separation agreement support
5. DeeDee Armstrong – 3085 St Croix Tr – Separation agreement support
6. Jeff Anderson – 119 W Chestnut St – Support leadership and the Superintendent
7. Julie Gruendemann – 10840 105th St N – Separation agreement support
8. Matthew Cooper – 3806 Kindred Way –Support of the Superintendent
9. Melanie Zahler – 630 Main St – Superintendent separation agreement support
10. Peggy Franklin – Lake Elmo – Pony Pride Graduation Parade
11. Rosetta Peters – 171 5th St – Separation agreement with Employee A and racism in the schools support
12. Jen Sterner – 1132 Sunset Bay – Separation agreement from Employee A
13. Carolyn Zieske – Leadership stability in uncertain times
14. Michelle Deziel – 2783 Legion Ave N – Equity and support for Superintendent Pontrelli
15. Jim Franklin – 642 Midwest Trail PI N – Board missed opportunities

VI. **Consent Agenda**

- A. Minutes of May 28, 2020 Regular Meeting
- B. Disbursement Register May 30 – June 12, 2020
- C. Human Resources Personnel Report
- D. 2020 District 834 Census
- E. JPA Mahtomedi Nutrition Services Contract
- F. NE Metro 916 ECFC Nutrition Services Contract
- G. Pankalo 916 Nutrition Services Contract
- H. St. Croix Catholic Schools Nutrition Services Contract
- I. Skyward Student Information System Finance and HR
- J. Northeast Metro 916 Long-Term Facility Maintenance Levy
- K. City of Oak Park Heights Parking Permission

Motion by Member Riehle to approve the consent agenda items; Second by: Member Pearson

Motion amended by Member Stivland to approve only items A, D, E, F, G, H, and I; Second: by Member Ptacek; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

Motion by Member Ptacek to approve consent agenda items B and C; Second by: Member Pearson; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

Motion by Member Riehle to approve consent agenda items J and K; Second by: Member Burns; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

VII. Reports

A. Distance Learning/COVID-19 Update

- Coronavirus Aid, Relief and Economic Security Act will provide \$500,000 funding to SAPS
- Review of summer programming
- Timeline for Summer Success planning
- Food support
- Planning underway for learning in the fall
- Professional development support for teachers for a hybrid/blended learning or distance learning environment

B. Distance Learning Professional Development

Ms. Rachel Larson reported on the preparation for the 2020-2021 school year within the COVID-19 pandemic requirements. Need to be ready for unknown variables which impact the learning environments and experiences for students and families. Three different scenarios will be planned during the summer: Hybrid Learning, a combination of online and on-campus learning; Distance Learning, similar to what has been doing this spring but with more rich online learning experiences; and Traditional Learning, our regular school day with modifications for social distancing.

There is a need to offer additional days to staff to ensure they are prepared to successfully start the year and teach within either a Hybrid or Distance Learning environment. A request in the amount of \$386,958 will come before the board on June 25 that all SCEA staff have the opportunity to engage in four days of learning and preparation before Monday, August 24. (Professional Development, Days 1 & 2; Curriculum and Assessment Planning, Days 3 & 4). The Learning and Innovation Department, Technology Integration Specialists, and Instructional Coaches will all help develop and facilitate professional development. The Learning and Innovation Department, Administration, and Instructional Coaches will assist with curriculum planning and writing.

C. Other Post Employee Benefits (OPEB) Levy

Dr. John Thein shared with the school board the district's OPEB liability, use of the trust, use of the general fund and potential to levy for OPEB. Direction on the district levying for OPEB and the dollar amount the district is requesting for the 2020 Payable 2021 levy cycle. A copy of the estimated tax impact was provided for review. This will come to the June 25 meeting for approval.

D. Long Term Facilities Maintenance 10 Year Plan – 2020-21 Fiscal Year 2021

Dr. John Thein and Mr. Willger provided a comprehensive list of projects that qualify for long-term facility maintenance funding. The listed items will be prioritized to create information needed to complete the required Long-Term Facilities Maintenance application. The Long-term Facility Maintenance application must include a Long-term Facilities Maintenance Revenue Application – Ten Year Expenditure, Long-Term Facility Maintenance Revenue Projection, Statement of Assurances and School Board resolution/meeting minutes adopting the LTFM ten-year plan.

To qualify for a 2021 payable property tax levy, the 2022 Ten Year Plan must be adopted and submitted to the Department of Education. This will come before the board at the June 25 meeting for approval.

E. First Reading of Policy 533 – Wellness

Director Burns shared the annual review for this policy has one change. An MDE audit reviewed the policy indicating we are going above and beyond, but requested that we include a statement regarding marketing of “smart snacks”. The statement added comes from the MSBA model. This policy will come for second review at the next Board meeting.

VIII. Action Items

A. Read Well by Third Grade

Ms. Karen Latterell presented the Read Well by Third Grade Plan at the May 28, 2020 school board meeting. The plan has been revised to reflect updated information regarding interventionists trained in Orton-Gillingham. By mid-June, 100% of our reading interventionists will be trained in level one Orton-Gillingham. Questions from three board members were received and responses were sent on June 5th.

Minnesota Statutes, section 120B.12 (Read Well by Third Grade) on reading proficiency for all students in Kindergarten through Grade 3 requires approval and submission of this plan. Approval and submission of this data is required of all Minnesota districts and charter schools that enroll students in grades K-3 and is due by July 1. This plan must reflect required components of the World’s Best Workforce legislation, Minnesota Statutes, section 120B.11, and is required to receive Literacy Incentive Aid as provided by Minnesota Statutes, section 124D.98.

Motion by: Member Pelletier to approve the Read Well by Third Grade plan as presented; Second by: Member Weisberg; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

B. 2020-21 Preliminary Budget

Dr. Thein presented the 2020-2021 Preliminary Budget at the May 14, 2020 and May 28, 2020 board meetings. Dr. Thein gave a summary of the COVID possible financial impact on the general fund and the current year as well as potential impacts to the general fund budget. The Board is required by law to adopt a preliminary budget by June 30, 2020. A copy of the 2020-21 Preliminary Budget was provided for review.

Motion by Member Ptacek to approve the 2020-2021 preliminary budget; Second by Member Weisberg; Vote: 7 ayes, 0 nays. Motion Carried Unanimously.

C. Oak Land Middle School Pool Ceramic Tile Project

Mr. Tony Willger and Dr. Thein reported the OLMS pool wall tile project was given as a report at the April 9, 2020 board meeting. The project went back out for bids to keep it fair since the first bids did not all include prepping of the tile. The pool wall tile was loose and has been removed. Contractors have been able to review the current condition of the walls to provide pricing for installing replacement wall tile. The budget for this project is \$85,000 and will be funded by the FY 2021 Long-Term Facilities Maintenance fund. Three proposals for the project were received on June 2, 2020. The lowest proposal is from Market and Johnson Inc. of Oakdale, MN for a total of \$97,569. BWBR Architects recommends awarding the project to them. Market and Johnson Inc. is currently contracted for the 2020 District Wide Renovation project.

Motion by: Member Pelletier to approve the Oak-Land Middle School pool wall tile replacement be awarded to Market and Johnson Inc.; Second by: Member Burns; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

D. Renewal of Teachers on Call Contract

Ms. Cathy Moen reported that a request for proposals was completed in February and March 2020 for substitute staffing services. Proposals were received from three companies including ESS (Educational Services Staffing), Parallel, and Teachers on Call. The Teachers on Call proposal was lower than both of the other proposals and guaranteed for a period of three years; ESS’ proposal was 4.5% higher and Parallel’s proposal was 6% higher. A summary of information related to the three proposals was provided to the board. Administration is requesting approval of the contract with Teachers on Call for the period of July 1, 2020 through June 30, 2023.

Motion by: Member Pelletier to approve the contract with Teachers on Call for the period of July 1, 2020 through June 30, 2023; Second by Member Pearson; Vote 7 ayes, 0 nays, Motion Carried Unanimously.

- E. Final Reading of Policy 428 – Employee Technology and Internet Access and Acceptable Use
Director Burns shared there were no changes made since the last reading.

Motion by Member Ptacek to approve Policy 428 – Employee Technology and Internet Access and Acceptable Use; Second by: Member Riehle; Vote: 7 ayes, 0 nays, Motion Carried Unanimously

- F. Final Reading of Policy 524 – Student Technology and Internet Access and Acceptable Use
Director Burns indicated there have been no changes made since the last reading.

Motion by Member Riehle to approve Policy 524 – Student Technology and Internet Access and Acceptable Use; Second by: Member Weisberg; Vote: 7 ayes, 0 nays, Motion Carried Unanimously

- G. Final Reading of Policy 506 – Student Discipline
Director Burns indicated this is a policy that is reviewed annually. There have been no changes made since the last reading.

Motion by Member Riehle to approve Policy 506 – Student Discipline; Second by: Member Weisberg; Vote: 7 ayes, 0 nays, Motion Carried Unanimously

- H. Final Reading of Policy 514 – Bullying Prohibition
Director Burns indicated this policy was up for annual review. There have been no changes since the last reading

Motion by Member Stivland to approve Policy 514 – Bullying Prohibition; Second by: Member Riehle; Vote: 7 ayes, 0 nays, Motion Carried Unanimously

- I. Separation Agreement with Employee A
A separation agreement for employee A was provided to school board members on June 4, 2020.

Motion by Member Weisberg to approve a separation agreement with employee A; Second by Member Riehle; Vote: 5 ayes (Pearson, Ptacek, Riehle, Stivland, Weisberg), 2 nays (Burns, Pelletier), Motion Carried.

IX. Board Reports

- A. Board Member Reports:
1. Chair Stivland acknowledge the voice from students and community members sharing stories of racial bias and equity issues.
- B. Working Group Reports
1. Finance and Operations – A meeting was held today where Mr. John Perry presented a project in the works using a school safety grant of \$300,000 for door prop sensors. The budget was reviewed with Dr. Thein as well as discussion on the Stagecoach contract. MTN hired most of MN Centrals staff.
 2. Legislative – AMSD will hold a virtual conference on June 17 regarding Relmagine MN: Equity and Excellence for all students. MDE is also surveying the public regarding the lessons learned from Distance Learning.
 3. Policy – Meeting on June 16.
- C. Board Member Reports
1. Director Pearson – Addressed the students and families regarding the racial inequities and welcomes conversations. Announced she will resign her seat on the board at the July 23 meeting.

X. Adjournment

- A. The meeting adjourned formally at 9:55 p.m.

Respectfully submitted, Mike Ptacek, Clerk



Independent School District 834

Video Conference
School Board Closed Meeting Minutes
June 11, 2020

The meeting was called to order at 5:04 p.m.

I. Roll Call

Members present: Mark Burns, Shelley Pearson, Jennifer Pelletier, Mike Ptacek, Tina Riehle, Sarah Stivland, Liz Weisberg

Others present: Trevor Helmers

- II. The Board adjourned to closed session at 5:08 p.m. The Minnesota Open Meeting Law, Minnesota Statutes, Section 13D.05, subdivision 3(b), allows the School Board to close a meeting to engage in attorney-client privileged discussions. The District is engaged in the litigation as outlined on the agenda. The Board seeks to meet with its attorney to discuss the status of the case. It would be detrimental to the District's interests for the Board to hold a public discussion with its attorney where any adverse party or their attorney could listen to or be made aware of the Attorney's advice related to the litigation. It is in the District's best interest for the Board to obtain legal advice in a confidential setting to maintain the attorney-client privilege. Accordingly, I will hereby entertain a motion that this meeting be closed pursuant to the attorney-client privilege for the reasons cited.

Motion by: Member Burns; Second by: Member Weisberg; Vote: 7 ayes, 0 nays, motion carried.

- III. Closed meeting adjourned at 5:58 p.m.

Motion by: Member Weisberg; Second by: Member Riehle; Vote: 7 ayes, 0 nays, motion carried.

Respectfully submitted by Mike Ptacek, clerk.

(New Hires, Resignations, Retirements, Terminations, Leave Requests)

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Collins, Jacqueline	Resignation	1.0 FTE Instructional Coach Oak-Land Middle School	SCEA	June 3, 2020
McDowell, Robert	Resignation	Assistant Superintendent Central Services	Directors	June 30, 2020
Pratt, Patricia	Retirement (5 years)	Administrative Assistant - Asst. Superintendent Central Services	Tech Support	September 11, 2020
Stewart, Susie	Retirement (21 years)	Secretary - Secondary Asst. Principal St. Croix Valley ALC	Tech Support	June 30, 2020
Stinson, Brenda	Retirement (15 years)	1.0 FTE Special Education Teacher St. Croix Valley ALC	SCEA	June 12, 2020

HIRES/REHIRE

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Billstein, Kaitlyn	1.0 FTE Speech Pathologist Early Childhood Family Center	\$52,780.00	2020-2021 Staffing	SCEA	August 18, 2020
Conners, Elizabeth Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Dinzeo, Sara Rehire	.4 FTE Math Teacher Stillwater Middle School	\$63,667.00	2020-2021 Staffing	SCEA	August 18, 2020
Dwyer, Rachel Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Fischer, Emma Rehire	Community Education Assistant Brookview Elementary School	\$15.00	Student Need	CE Leads & Assistant	June 1, 2020
Hellner, Aaron Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Hodgin, Zoe Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Gunderson, Merry Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Lindgren, Rachel Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Mazzara, Rebecca	.6 FTE ASL Teacher Stillwater Area High School	\$76,329.00	FTE Correction	SCEA	August 24, 2020
Maxwell, Amanda	.4 FTE Elementary Education Teacher Rutherford Elementary	\$74,778.00	2020-2021 Staffing	SCEA	August 18, 2020
O'Brien, Shane Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Rodriguez, Owen Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Rom, Lauren	Pre-School Teacher, 564.67 hours Rutherford Elementary	\$38.72 / hour	2020-2021 Staffing	SCEA	August 18, 2020
Runk, Laura Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Schmoeckel, Megan Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Schrankler, Jenna	Community Education Assistant Rutherford Elementary School	\$15.00	Student Need	CE Leads & Assistant	June 1, 2020
Sjoberg, Natalie Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Thole, Sadie Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Watt, Angela Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020
Zepper, Dawn Rehire	Community Education Casual District Wide	\$14.50	Casual	Casual	June 1, 2020

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Norby, Vanessa	Coordinator - Student Info/MARSS Central Services	District Account Central Services	Replacement	CSS	July 1, 2020
Stannard, Claudia	.4 FTE Elementary Education Teacher Rutherford Elementary	1.0 FTE Elementary Education Teacher Rutherford Elementary	2020-2021 Staffing	SCEA	August 24, 2020
Thein, John	Interim Executive Director of Finance & Operations Central Services	Interim Executive Director of Finance & Operations Central Services	Replacement	Directors	March 30, 2020 - July 17, 2020 Revised dates

ADDITIONAL ASSIGNMENTS

NAME	Position	Reason	Group	EFFECTIVE DATE
Kaul, Mike	Peer Counseling Advisor - Shared Stillwater Area High School	2019-2020 Staffing	Co-Curricular	November 19, 2019

OPEN POSITIONS CURRENTLY ON HOLD

INITIAL DATE OF HOLD	POSITION	ESTIMATED SALARY/HRLY RATE	FTE/HRs	GROUP	ESTIMATED HOLD EXPIRATION DATE
February 18, 2020	Floating Custodian VI:District-wide	\$16.46/hr	8 hrs/day	Custodian	TBD
June 2, 2020	Administrative Assistant - Asst. Superintendent CSB	\$24.00/hr	8 hrs/day	Tech	Completion of Hiring Process for Asst. Supt.

OPEN POSITIONS- REMOVE HOLD AND POST

INITIAL DATE OF HOLD	POSITION	ESTIMATED SALARY/HRLY RATE	FTE/HRs	GROUP
May 21, 2020	Assistant Volleyball Coach:Stillwater Area High School	\$5,500	N/A	SCEA
June 1, 2020	Asst. Girls Basketball Coach:Stillwater Area High School	\$5,500	N/A	SCEA



Agenda Item VI. A.
Date Prepared: June 17, 2020
ISD 834 Board Meeting

Report for Action: District Handbook 2020-2021

Meeting Date: June 25, 2020

Contact Person: Ms. Carissa Keister, Manager of Community Engagement

Report Purpose:

Each year the district is required to inform parents/guardians of district policies, required notices, and student/parent rights and responsibilities. This information is included in the District Handbook.

The district handbook contains summaries of the various required notices, as well as an overview and links to relevant school board-approved policies. The handbook is published electronically and can be found on the district's website. Families receive multiple communications each fall directing them to the online handbook. Each year, parents/guardians are required to sign off that they have reviewed the policies, procedures and required notices contained within this handbook.

Administration requests approval of the 2020-2021 District Handbook, which is available for review at stillwaterschools.org/handbook.

Recommendation:

Approval of the District Handbook for 2020-2021 will be requested at the July 23, 2020 meeting.



Agenda Item VI. B.
Date Prepared: June 17, 2020
ISD 834 Board Meeting

Report: Distance Learning Survey Results

Meeting Date: June 25, 2020

Contact Person: Ms. Carissa Keister, Manager of Community Engagement

Report Purpose:

At the end of the 2019-2020 school year we asked parents/guardians and secondary students to share their experiences with distance learning. We received responses from 1,783 students (grades 6-12+) and 1,493 parents/guardians. All of the feedback collected has been analyzed and shared with school and district administrators to help guide planning for fall 2020.

A summary of the survey results will be shared with the school board and the public.

Recommendation:

This is a report for information. No action required.



Distance Learning

Feedback from Families

Presented to School Board
June 25, 2020

Distance Learning Feedback

Percent of respondents who rated their experience with distance learning as very positive or mostly positive:

- **70.4%** of parent/guardians
- **80.6%** of secondary students



Total participants =
3,273

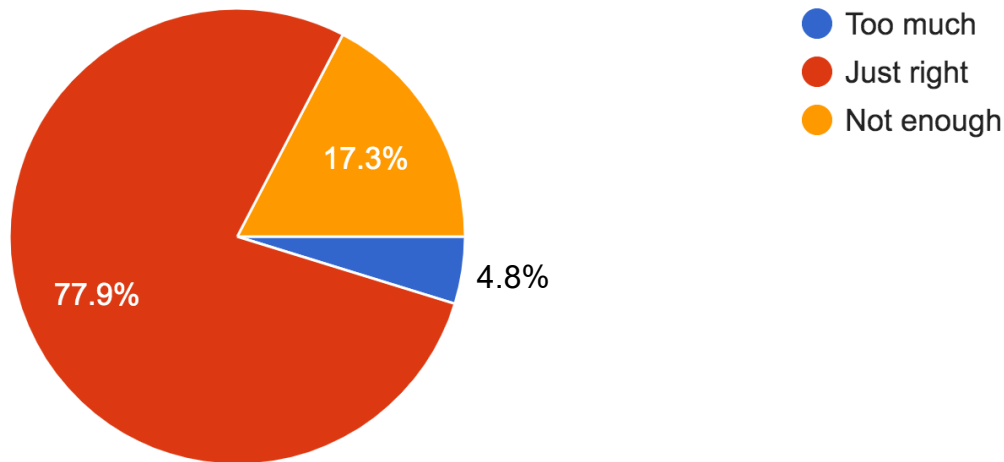
1,489 parents/
guardians

1,784 students (g. 6-12)

Parents/Guardians

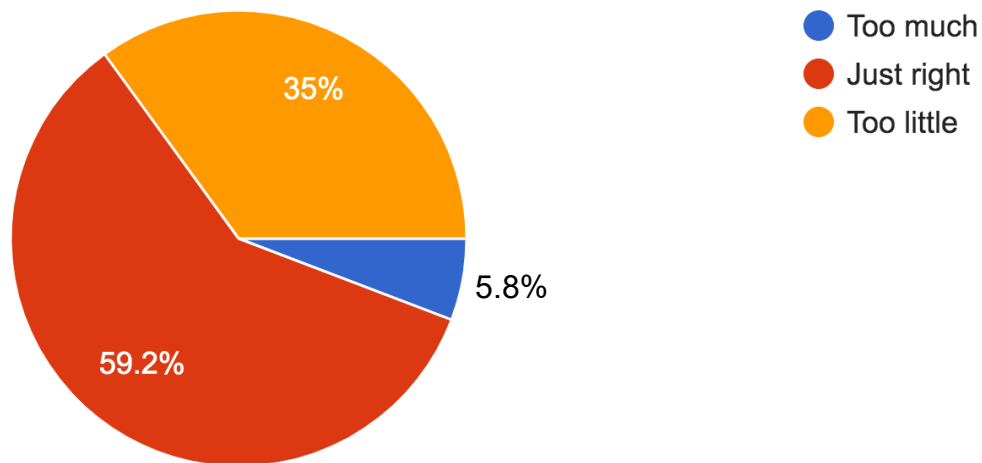
How would you rate the communication you received related to distance learning?

1,472 responses



Parents/Guardians

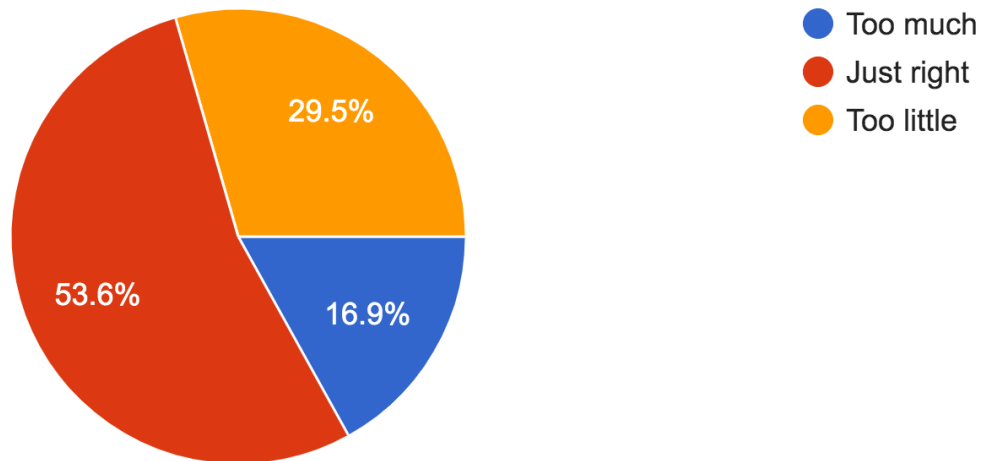
The level of structure around learning provided during distance learning was:
1,468 responses



Parents/Guardians

What is your perception of the school workload over the distance learning period?

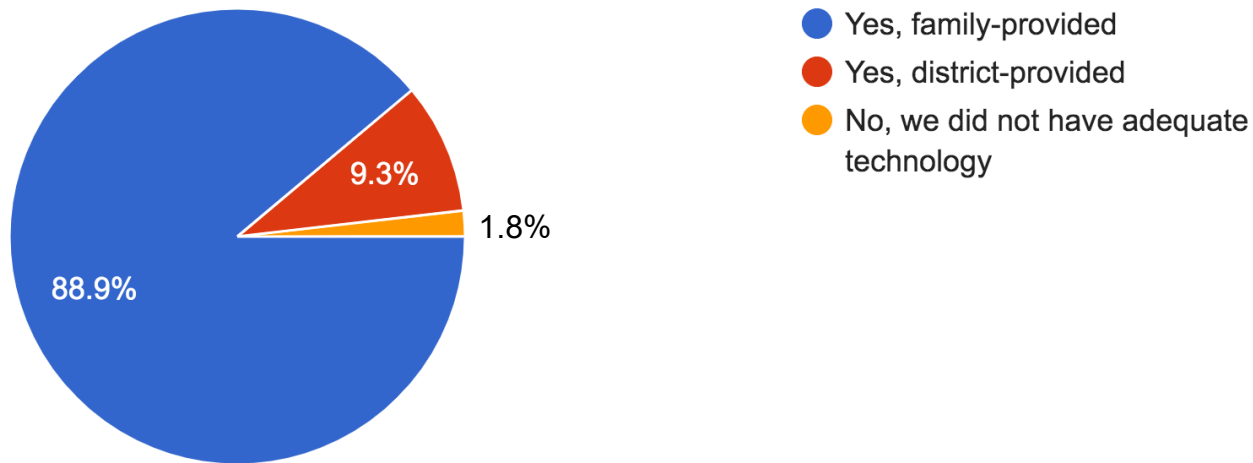
1,470 responses



Parents/Guardians

My child had access to the technology required to participate in distance learning.

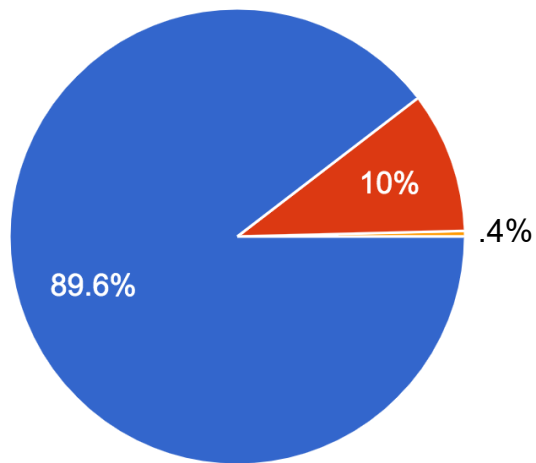
1,478 responses



Students (g. 6-12)

Did you have access to the technology required to participate in distance learning?

1,778 responses

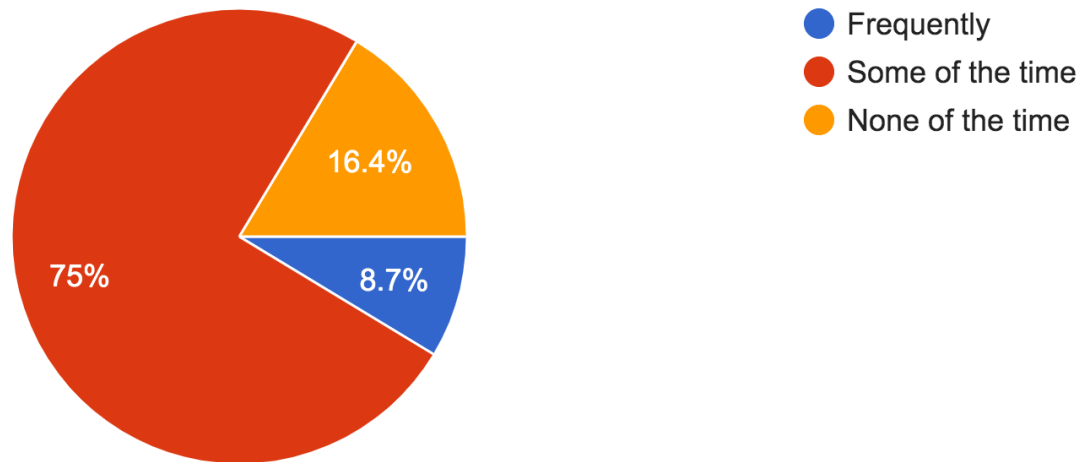


- Yes, my family provided technology
- Yes, the school district provided technology
- No, I did not have adequate technology

Students (g. 6-12)

How often did you have issues or problems using Schoology?

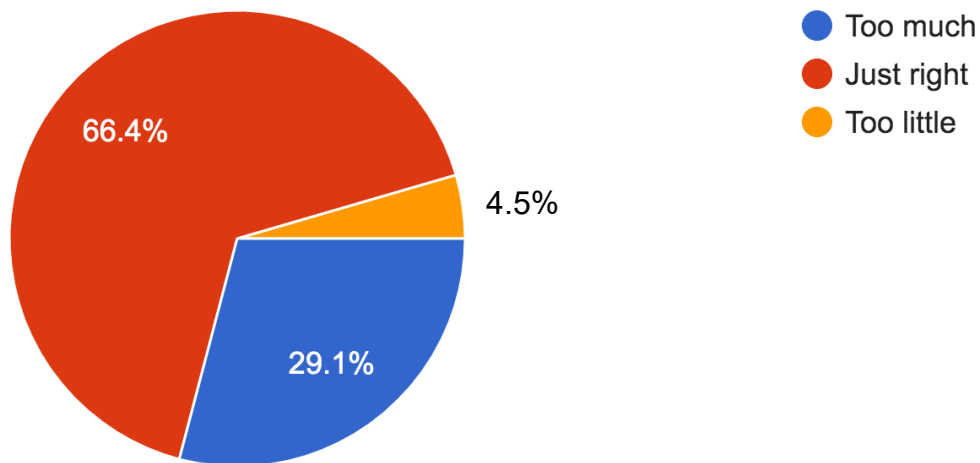
1,778 responses



Students (g. 6-12)

Do you feel the amount of work you had to complete during distance learning was:

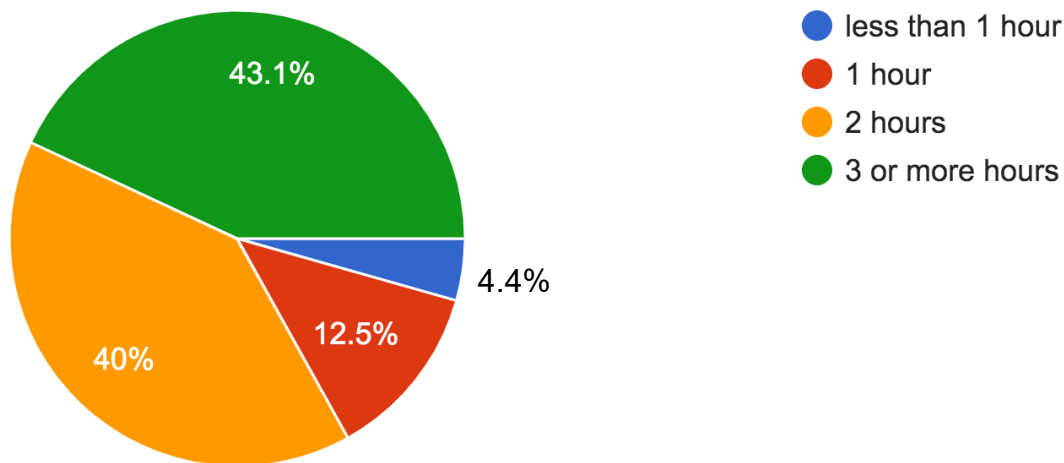
1,777 responses



Students (g. 6-12)

How much time per day did it take for you to complete your schoolwork?

1,778 responses



Favorite Part of Distance Learning

Parents/Guardians

- Flexibility
- Ability to engage with their children and increase in family time
- Independence and life skills
- Virtual lessons and Google Hangouts
- Teachers and continuity of learning

Students (grades 6-12+)

- Flexibility
- Sleeping in
- Connections
- Workload

What Could Be Improved

Parents/Guardians

- More virtual learning experiences and personal connections
- Consistency, structure and expectations
- Communications
- Back to school

Students (grades 6-12+)

- Communications
- Consistency, structure and expectations
- More virtual learning experiences and personal connections
- Workload and engagement

Fall Planning: What's Next?

- Survey data shared and being considered as part of fall planning
- Additional feedback from staff, families and students to be gathered this summer. Watch for details

By July 27: Governor expected to provide direction on what school will look like in fall

#1 In-Person Learning

More like our regular school day with modifications for social distancing, when feasible.

This scenario may be implemented if state COVID-19 metrics continue to stabilize or improve.

#2 Hybrid Learning

A unique combination of distance and in-person learning. The goal is to limit the number of students in the building at one time to reduce the spread of illness.

This scenario may be implemented if COVID-19 metrics worsen at the local, regional or state level or if a school experiences clusters of cases.

#3 Distance Learning

Similar to what we provided this spring, but improved upon based on all we've learned from students, families and staff experiences

This scenario may be implemented if local, regional or statewide COVID-19 metrics worsens significantly enough to require suspension of in-person learning.



Agenda Item VI. C.
Date Prepared: June 16, 2020
ISD 834 Board Meeting

Agenda Item: Policy for Second Reading
Meeting Date: June 25, 2020
Contact Person(s): Policy Working Group

Summary:

The Policy Working Group will be presenting Policy 533 - Wellness for a second reading.

This policy is included for review.

Recommendation:

This policy will come for a final reading at the July 23, 2020 Board meeting.

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Wellness	533	Adopted: 06-09-2016 Reviewed: 05-23-2019 Revised: 06-27-2019	Annually

I. PURPOSE

The School District is committed to providing a healthy school environment and culture that promotes and protects student health, well-being, and opportunity to achieve and thrive by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

The School District has a responsibility to foster a learning environment that encourages students to maintain lifelong healthy eating habits, and physical, social and emotional health.

Children need daily access to healthy foods and opportunities to be physically active in order to learn, grow, and thrive. All students in Early Childhood through Transitions will have opportunities, support, and encouragement to be physically active and eat healthy on a regular basis.

III. GOALS

Through district curriculum and community partnerships, students will learn that nutrition, health, and physical education are essential components of the educational process leading to lifelong habits of healthy eating and physical activity.

A. Physical Education

Through district curriculum, the School District will:

1. Educate students and families to recognize that physical education is an essential component of the educational process and that good health fosters academic achievement.
2. Provide opportunities to strengthen the skills and knowledge needed to maintain a healthy lifestyle through the district's physical education and health curricula.
3. Provide a developmentally appropriate individual, goal driven, fitness plan to include ongoing evaluations of current fitness and health levels, aligned with national and state standards.

B. Physical Activity

Through district curriculum, the School District will:

1. Provide adequate opportunities to all students Early Childhood through Transitions to be physically active during the school day to contribute to the recommended goal of 60 minutes of physical activity each day.
 - a. Incorporate opportunities for physical activities into other subject lessons and between lessons or classes, as appropriate.
2. Understanding the importance of physical activity in a child's ability to focus and learn in the classroom, school personnel are encouraged to use physical activity as a reward for good behavior.
 - a. School personnel will not withhold participation in recess or physical education as a punishment for lack of work completion, unless mutually agreed to by the parent/guardian.
 - b. School personnel will not use physical activity as a punishment (running laps, push-ups, etc.)

IV. HEALTH AND NUTRITION EDUCATION

Through district curriculum, the School District will:

1. Provide nutrition education that follows national and state standards and focuses on understanding the relationship between personal behavior, individual health, and the impact of food choices.
 - a. Teachers will incorporate nutritional information into subject lessons where appropriate.
 - b. Food will not be used as a reward or punishment for academic performance or behavior.
 - c. Proper nutrition and physical activity will be used as a tool to enhance academic behavior and performance.
2. School-based Activities
 - a. The District will support and promote physical activities for students and families through a broad range of before and after school activities, intramurals, summer activities, community education offerings, co-curricular activities, and physical education offerings.
 - b. The District will support the use of district facilities for physical activities by students, staff, and the community, outside the normal school day, consistent with the Community Education Facilities Use Guidelines.
 - c. The District will support school and community partnerships that encourage physical and emotional health.

- d. The District will support the use of USDA Child Nutrition Standards for fund-raising efforts held outside the school day.
- 3. Nutrition Promotion
 - a. The District will support students in the development of healthy eating habits both during and outside the school day.
 - b. The District will support families' efforts to provide healthy food choices for children and will share information about healthy food choices in school and suggestions for home.
 - c. Schools will utilize competitive pricing, signage, product placement and promotional strategies to let students know which items are healthy, such as salads and fruit, and to encourage these healthy food choice consistent with USDA Child Nutrition Standards.
 - d. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the USDA Smart Snacks in School nutrition standards.

V. NUTRITION GUIDELINES

- A. USDA Child Nutrition Standards apply to all foods and beverages available at each school during the school day with the objectives of promoting student health and reducing childhood obesity.
- B. The School District will strive to eliminate students' access to unhealthy foods and beverages on school grounds.
- C. Food and beverages will not be part of student birthday recognition events. Staff will be thoughtful and align with district nutrition guidelines when using food and beverage during occasional classroom celebrations and lessons.
 - 1. Caution will be exercised when offering foods and materials that may cause allergic reactions.
 - 2. All foods and beverages provided to and/or made available to students on campus during the school day will comply with USDA Child Nutrition Standards (including, but not limited to, food and beverages sold in al a carte, concessions, school stores, vending, beverage contracts, and other instances where food or beverages are provided or sold).
 - 3. No home prepared food may be provided, or sold to students. All foods sold or provided to students must be prepared in licensed commercial kitchens or facilities and labeled with nutrition and ingredient statements.
 - 4. To the extent possible, the District will ensure that all students have access to adequate time for school meals.

- D. The District will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
- E. The District will encourage compliance with USDA Child Nutrition Standards for foods made available on campus outside the school day (including, but not limited to, concessions, school stores, vending, beverage contracts, and other instances where food or beverages are provided or sold).

VI. IMPLEMENTING AND MONITORING

The Superintendent, or designee, will ensure compliance with the wellness policy and will prepare an annual report. Such report shall include, at a minimum:

- 1. The extent to which schools are in compliance with the local wellness policy
 - 2. The progress made toward attaining the goals of the wellness policy
 - 3. The extent to which the local wellness policy compares to model local wellness policies.
- A. The District will engage families to solicit input to meet district wellness goals through online communications and other communication formats.
 - 1. The District will inform and update the public, including parents, students, and others in the community about the content and implementation of the wellness policy, and the policy will be posted on the District's website.
- B. Training and Education
 - 1. On an annual basis, staff will be provided information and applicable training regarding this policy.
 - 2. Staff will be provided appropriate training and ongoing staff development regarding best practice as it relates to physical and health education, and the incorporation of physical activity and nutrition during the school day.
 - 3. Nutrition, health and physical education information and opportunities will be provided to parents through a variety of formats.
- C. Review of Policy

A committee consisting of staff, parent/guardian, student, and community partner representatives shall confer annually to review this policy for effectiveness and consistency with law. Recommended changes shall be submitted to the School Board for consideration.



Agenda Item VI. D.
Date Prepared: June 18, 2020
ISD 834 Board Meeting

Agenda Item: Policy for First Reading
Meeting Date: June 25, 2020
Contact Person(s): Policy Working Group

Summary:

The Policy Working Group will be presenting Policy 903 – Visitors to School District Buildings and Sites.

This policy is included for review.

Recommendation:

This policy will come for a second reading at the July 23, 2020 Board meeting.

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Visitors to School District Buildings and Sites	903 ~~R-5.6.1~~	Adopted:	Annually

I. PURPOSE

The purpose of this policy is to provide expectations for visitors ~~inform the school community and the general public of the position of the school board on visitors~~ to school district buildings and ~~other school~~ property.

II. GENERAL STATEMENT OF POLICY

- A. ~~The school board encourages interest on the part of parents and community members in school programs and student activities. Strong healthy partnerships between school, home and community are beneficial to the learning experience and are encouraged. The school board welcomes~~ visits to school district buildings and ~~school~~ property by parents and community members provided the visits are that are consistent with the health, education, ~~and safety, of students~~ and well-being of students and employees and are conducted within the procedures and requirements established by the school district.
- B. ~~The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment. Stillwater Area Public School District follows this policy to maintains a school environment that is safe and productive for all students and staff.~~

III. RESPONSIBILITY

- A. The school district administration shall present recommended visitor and post-secondary enrollment options (PSEO) student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public, and included in the district handbook. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy. The School Board will review this policy and procedure annually.
- B. Building Principals and District Administrators or their designees, have the authority to make decisions to uphold and enforce the expectations laid out in this policy at all times. The superintendent shall be responsible for providing coordination that may be needed

~~throughout the process and providing for periodic school board review and approval of the procedures.~~

- C. ~~All people, students and adults, are responsible for assisting in maintaining a safe and productive learning environment.~~

IV. **POST-SECONDARY ENROLLMENT OPTIONS STUDENTS (PSEO)**

- A. ~~A student enrolled in a PSEO post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.~~
- B. ~~A student enrolled in a PSEO post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.~~

RESPONSIBILITY

- A. ~~The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.~~
- B. ~~The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.~~

V. **VISITOR LIMITATIONS**

- A. ~~An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.~~
- B. ~~Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements which are an addendum to this policy or as otherwise specifically authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:~~
- ~~1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or~~
 - ~~2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.~~

~~C. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements, may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.~~

~~A. Visitors are requested to use appropriate behavior and language in the presence of students. Visitors are expected to use appropriate behavior and language to maintain an environment that reflects respectful dialog, safety, and civility.~~

~~B. Visitors may be denied permission to visit a school district building or property if the visitor does not comply with the school district procedures.~~

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Program)
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)

~~**Cross References:**~~



Agenda Item VII. A.
Date Prepared: June 15, 2020
ISD 834 Board Meeting

Item for Action: COVID-19 Professional Development and Curriculum Budget Allocation Request

Meeting Date: June 25, 2020

Contact Person: Ms. Rachel Larson, Director of Learning and Student Engagement

Background:

Preparing for the 2020-2021 school year within the COVID-19 pandemic requires us to be ready for unknown variables which impact our learning environments and experiences for students and families. Therefore, during the summer we are busy planning for three different scenarios:

- **Hybrid Learning**, a combination of online and on-campus learning
- **Distance Learning**, similar to what we've been doing this spring but with more rich online learning experiences (due to another Governor Executive Order to stay at home)
- **Traditional Learning**, our regular school day with modifications for social distancing

We start the 2020-2021 school year on August 31. There are typically two days available during workshop week for staff to engage in professional development and curriculum planning. Two days, the week before students start school, is not enough time for professional development and curriculum planning during this pandemic.

We need to offer additional days to staff to ensure that they are prepared to successfully start the year and teach within either a Hybrid or Distance Learning environment.

We respectfully request that all SCEA staff have the opportunity to engage in four days of learning and preparation before Monday, August 24. The days would be organized as such:

- Professional Development, Days 1 & 2
- Curriculum and Assessment Planning, Days 3 & 4

The Learning and Innovation Department, Technology Integration Specialists, and Instructional Coaches will all help develop and facilitate professional development. The Learning and Innovation Department, Administration, and Instructional Coaches will assist with curriculum planning and writing.

Request amount: \$386,958.00

Recommendation:

Administration is recommending the board approve the requested amount of \$386,958 for professional development and curriculum planning for the coming school year due to the COVID-19 pandemic and its continuing impact on our learning environment. This is a one-time request and is independent of the previous COVID-19 funds you have dedicated.

Motion by: _____ **Seconded by:** _____ **Vote:** _____



Learning and Innovation Department: COVID-19 Budget Allocation Request

Current Reality

Preparing for the 2020-2021 school year within the COVID-19 pandemic requires us to be ready for unknown variables which impact our learning environments and experiences for students and families. Therefore, during the summer we are busy planning for three different scenarios:

- **Hybrid Learning**, a combination of online and on-campus learning
- **Remote Learning**, similar to what we've been doing this spring but with more rich online learning experiences (due to another Governor Executive Order to stay at home)
- **Traditional Learning**, our regular school day with modifications for social distancing

We start the 2020-2021 school year on August 31. Staff attend back-to-school workshop on Monday, August 24 through Thursday, August 27. There are typically two days available during workshop week for staff to engage in professional development and curriculum planning. Two days, the week before students start school, is not enough time for professional development and curriculum planning during this pandemic.

Identified Needs

We need to support additional days for staff to ensure that they have the professional development and planning time they need to successfully start the year and teach within either a Hybrid or Remote Learning environment.

We respectfully request that all SCEA staff have the opportunity to engage in four days of learning and preparation before Monday, August 24. The days would be organized as such:

- Professional Development, Days 1 & 2
- Curriculum and Assessment Planning, Days 3 & 4

The Learning and Innovation Department, Technology Integration Specialists, and Instructional Coaches will all help develop and facilitate professional development. The Learning and Innovation Department, Administration, and Instructional Coaches will assist with curriculum planning and writing.

Requested Budget

We have 550 SCEA staff. These four days would not be required but would be encouraged. We are asking for all 550 staff to be provided with four additional days. The 2017-2019 SCEA Master Contract states that teachers receive \$23.38 per hour for Supplemental In-Service work (Appendix B). FICA, TRA and Workers Compensation rates must be calculated in which brings the total to \$27.06. If the new contract is finalized, the new negotiated rate would apply and therefore affect the total cost (likely to increase).

Each SCEA staff member participating would get paid for 6.5 hours each day. This daily total is \$175.89. Multiply that by four days and the total for each staff member is \$703.56. Multiple that by 550 staff and the total cost is \$386,958.00.

Total SCEA staff- 550
Cost per day per staff- \$175.89
Cost for four days per staff- \$703.56
Total Request- \$386,958.00

Important Note

We do not have any money available to support this within our Learning and Innovation Department's Curriculum, Professional Development, or Assessment budgets. This would be a one-time request.

EXPENDITURE APPROVAL FORM

Fiscal Year 2019-2020

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$50,000.

☐ This is a staffing increase due to student need/count. This form will only show as a consent item for the board.

REQUESTED BY: Rachel Larson

DATE: June 11, 2020

DESCRIPTION OF REQUEST (Purpose, Intent, Reasoning)

COVID-19 Professional Development Budget Allocation Request

Preparing for the 2020-2021 school year within the COVID-19 pandemic requires us to be ready for unknown variables which impact our learning environments and experiences for students and families. Therefore, during the summer we are busy planning for three different scenarios:

- **Hybrid Learning**, a combination of online and on-campus learning
- **Remote Learning**, similar to what we've been doing this spring but with more rich online learning experiences (due to another Governor Executive Order to stay at home)
- **Traditional Learning**, our regular school day with modifications for social distancing

We need to support additional days for staff to ensure they have the professional development and planning time they need to successfully start the year and teach within either a Hybrid or Remote Learning environment.

We respectfully request that all SCEA staff have the opportunity to engage in four days of learning and preparation before Monday, August 24. The days would be organized as such:

- Professional Development, Days 1 & 2
- Curriculum and Assessment Planning, Days 3 & 4

We have 550 SCEA staff. These four days would not be required but would be encouraged. We are asking for all 550 staff to be provided with four additional days. The 2017-2019 SCEA Master Contract states that teachers receive \$23.38 per hour for Supplemental In-Service work (Appendix B). FICA, TRA and Workers Compensation rates must be calculated which brings the total to \$27.06. If the new contract is finalized, the new negotiated rate would apply and therefore affect the total cost (likely to increase).

Each SCEA staff member participating would get paid for 6.5 hours each day. This daily total is \$175.89. Multiply that by four days and the total for each staff member is \$703.56. Multiply that by 550 staff and the total cost is \$386,958.00.

Total SCEA staff- 550

Cost per day per staff- \$175.89

Cost for four days per staff- \$703.56

Total Request- \$386,958.00

Important Note

We do not have any money available to support this within our Learning and Innovation Department's Curriculum, Professional Development, or Assessment budgets. This would be a one-time request.

FINANCIAL IMPACT

Anticipated expense: \$386,958.00 **Budget Impacted:** None for 2020-21 & 2021-2022, Achievement & Integration funds support after the 2021-2022 year.

Is This a One-Time Expenditure?

☒ **Yes**, once implemented there will be no ongoing costs

☐ **No**, it will need to be funded indefinitely

Is there an off-setting revenue source(s)?

☐ **Yes** ☒ **No** List Source(s):

NEXT STEPS (measurement and/or follow up)

We will meet as an Administrative Team and discuss how and when we will bring in teacher leaders to provide insight and feedback on how and what to offer for this professional development. Our goal is to have the professional development offered beginning mid-late July.



Agenda Item VII. B.
Date Prepared: June 19, 2020
ISD 834 Board Meeting

Item for Action: Hiring of a District Cultural Liaison Position
Meeting Date: June 25, 2020
Contact Person: Ms. Rachel Larson, Director of Learning and Student Engagement

Background:

Opportunity to Fund Full-Time Cultural Liaison Position

The Elementary and Secondary School Emergency Relief (ESSER) initiative has awarded the District \$178,024 in grant funds. These funds are accessible through September 30, 2022. District administration recommends using these funds to support a full-time cultural liaison position. The grant amount the District has been awarded will provide funding of this position for the 2020-2021 and 2021-2022 school years. Beginning the 2022-2023 school year, the position will be funded through Achievement and Integration. Details are provided on the attached Expenditure Approval Form.

Recommendation:

Administration is recommending the board approve the hiring of a District Cultural Liaison beginning the 2020-2021 school year.

Motion by: _____ ***Seconded by:*** _____ ***Vote:*** _____



EXPENDITURE APPROVAL FORM

Fiscal Year 2019-2020

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$50,000.

☐ This is a staffing increase due to student need/count. This form will only show as a consent item for the board.

REQUESTED BY: Rachel Larson

DATE: June 15, 2020

DESCRIPTION OF REQUEST (Purpose, Intent, Reasoning)

Opportunity to Fund Full-Time Cultural Liaison Position

Our Office of Achievement and Integration has been developing plans to introduce the long-term support of cultural liaisons in our district. However, we have the opportunity to implement cultural liaisons now. The Elementary and Secondary School Emergency Relief fund provides us with funding through September 30, 2022. We would use these funds to support a full-time cultural liaison position. ESSER lists "meeting the needs of historically underserved populations" as one of the areas in which districts can use the funds. We have been allocated for \$178,024 under the ESSER Grant.

The Role of a Cultural Liaison

Cultural Liaisons connect students, families, staff, community and the district. They are advocates for equity and inclusion, empowering and supporting families to promote student academic success.

Cultural Liaisons assist and support students and families with:

- cultural adjustment
- social-emotional development
- achieving academic success
- developing leadership skills
- career and college readiness

A Cultural Liaison provides district-wide support but offices out of one school. They are available to help any student and family in the district. They work through the Office of Achievement and Integration.

This position aligns with the following goals of our Office of Achievement and Integration:

- Provide evidence-based practices leading to the implementation of successful programs and learning experiences that meet the educational needs of all of our students
- Connect with our families and ensure that they are an integral part of our school community
- Provide professional development and training for staff to understand the influence and power culture has in our school community and foster culturally responsive and inclusive learning experiences and environments

Cultural liaisons partner with students, families and staff to assist with school-related matters. They provide a variety of supports including but not limited to:

- Serve as a resource to school staff about working with students and families from other cultures.
- Help families understand our school system and assist with paperwork such as school registration, immunizations, transportation, Free & Reduced Lunch applications, scholarships, and more.
- Provide assistance with home-school communications and engagement and arrange for interpretation and translation needs as appropriate. This can be to connect directly with school staff on academic, social-emotional, and behavior matters.
- Assist with early childhood screenings, special education assessments, English learner assessments, and parent meetings.
- Encourage families to engage in student-parent-teacher conferences.

Our Growing Diversity

We are fortunate that our students and families within the district are growing in diversity. During the 2019-2020 school year, we had 21.4% students of color attending our schools. Although we are working hard to recruit staff of color, we only have 51 staff of color and 18 of those staff are teachers. We need to ensure that our students and families of diverse cultures, ethnicities and races have the support they need to feel connected, engaged and safe within our schools.

We want to post this position as soon as possible. It will be important to give the individual hired ample time to become familiar with the district and get connected with students, families, and staff. The Cultural Liaison's office will be at Stillwater Area High School but they will serve the entire district.

FINANCIAL IMPACT

Anticipated expense: \$107,000

Budget Impacted: None for 2020-21;
A and I budget beginning 2022-23

Is This a One-Time Expenditure?

☐ Yes, once implemented there will be no ongoing costs

☐ No, it will need to be funded indefinitely

☒ No, it will need to be funded for fiscal years 2020-21 and on-going as long as the program continues to be a priority.

Is there an off-setting revenue source(s)?

☒ Yes ☐ No List Source(s):

Elementary and Secondary School Emergency Relief Fund (ESSER)

Grant Award \$178,024 March 2020 - September 2022

For the 2020-2021 school year this position will not have any impact on our budget. The state has issued us \$178,024 in grant funds under the Elementary and Secondary School Emergency Relief (ESSER) fund. This grant is provided to support districts during the COVID-19 pandemic. These funds are accessible through September 30, 2022. ESSER lists "meeting the needs of historically underserved populations" as one of the areas in which districts can use the funds. Because we were planning on adding the support of cultural liaisons through the Office of Achievement and Integration beginning with the 2021-2022 school year, we will have funds available to support the position after this year.

NEXT STEPS (measurement and/or follow up)

We will be providing professional development for this position and ensure we are following standards of effective practice. We will measure the performance and outcomes of this position through qualitative surveys and feedback as well as tracking data related to the following touch points:

- Serve as a resource to school staff about working with students and families from other cultures.
- Help families understand our school system and assist with paperwork such as school registration, immunizations, transportation, Free & Reduced Lunch applications, scholarships, and more.
- Provide assistance with home-school communications and engagement and arrange for interpretation and translation needs as appropriate. This can be to connect directly with school staff on academic, social-emotional, and behavior matters.
- Assist with early childhood screenings, special education assessments, English learner assessments, and parent meetings.
- Encourage families to engage in student-parent-teacher conferences.



Agenda Item VII. C.
Date Prepared: June 25, 2020
ISD 834 Board Meeting

Action Items: Stillwater Area School Board Statement for Racial Justice
Meeting Date: June 25, 2020
Contact Person: Chair Stivland

Summary:

See attached statement.

Recommendation:

Motion by: _____ **Seconded by:** _____ **Vote:** _____

Stillwater Area School Board

Statement for Racial Justice

Summer, 2020

The time is now to join together for racial justice and equality in our community. We must take action to reform the systems that perpetuate racial bias, mistreatment and unfairness.

As Nelson Mandela said, “No one is born hating another person because of the colour of his skin, or his background or his religion. People must learn to hate, and if they can learn to hate, then they can be taught to love; for love comes more naturally to the human heart.”

Stillwater Area School Board commits to joining together with our students, families, staff and community members as we rise to this challenge. It is our responsibility to ensure that every student feels safe, respected and valued in our schools and community every day. We know we can do better.

This effort will be most effective through listening to the voices and stories of black, indigenous, and people of color in our community. We should begin with authentic and honest dialog, and we will work with administration, students, staff, families and community members to conduct a review of curriculum and instructional practices, district policy, hiring practices and opportunities for all of us to learn more.

We can work together to create a better world free of hate and full of hope, where every person is empowered and supported to be their own best self. The Stillwater Area School Board welcomes the opportunity to make real, lasting change, and we invite you to join us.



Agenda Item VII. D.
Date Prepared: May 4, 2020
ISD 834 Board Meeting

Action Items: OPEB Levy

Meeting Date: June 25, 2020

Contact Person: Dr. John Thein, Interim Executive Director of Finance and Operations

Summary:

Dr. John Thein presented levying for OPEB for the 2020 Payable 2021 levy cycle at the June 11, 2020 school board business meeting.

A copy of the estimated tax impact document was provided.

Recommendation:

Direction on the district levying for OPEB and the dollar amount the district is requesting for the 2020 Payable 2021 levy cycle.

Motion by: _____ **Seconded by:** _____ **Vote:** _____

OPEB Levy Tax Impact

Property Type	EMV	Potential OPEB/QCOMP Levy and Estimated Tax Impact using Final Pay 2020 Values				
		100,000	200,000	300,000	400,000	500,000
Homestead Residential	200,000.00	1.64	3.29	4.93	6.57	8.21
Homestead Residential	250,000.00	2.14	4.28	6.41	8.55	10.69
Homestead Residential	275,000.00	2.39	4.77	7.16	9.54	11.93
Homestead Residential	300,000.00	2.63	5.27	7.90	10.53	13.17
Homestead Residential	500,000.00	4.54	9.09	13.63	18.17	22.72
Homestead Residential	750,000.00	7.38	14.77	22.15	29.53	36.91
Homestead Residential	1,000,000.00	10.22	20.44	30.67	40.89	51.11

Property Type	EMV	Potential OPEB/QCOMP Levy and Estimated Tax Impact using Final Pay 2020 Values				
		600,000	700,000	800,000	900,000	1,000,000
Homestead Residential	200,000.00	9.86	11.50	13.14	14.79	16.43
Homestead Residential	250,000.00	12.83	14.97	17.10	19.24	21.38
Homestead Residential	275,000.00	14.31	16.70	19.08	21.47	23.85
Homestead Residential	300,000.00	15.80	18.43	21.07	23.70	26.33
Homestead Residential	500,000.00	27.26	31.80	36.35	40.89	45.43
Homestead Residential	750,000.00	44.30	51.68	59.06	66.44	73.83
Homestead Residential	1,000,000.00	61.33	71.55	81.78	92.00	102.22

OPEB Levy Tax Impact

Amounts below reflect the properties contribution to the fiscal disparity pool as well

Property Type	EMV	Potential OPEB/QCOMP Levy and Estimated Tax Impact using Final Pay 2020 Values				
		100,000	200,000	300,000	400,000	500,000
Commercial / Industrial	1,000,000.00	17.49	34.98	52.47	69.96	87.46
Commercial / Industrial	2,000,000.00	35.66	71.33	106.99	142.66	178.32
Commercial / Industrial	3,000,000.00	53.84	107.67	161.51	215.35	269.18
Commercial / Industrial	4,000,000.00	72.01	144.02	216.03	288.04	360.05
Commercial / Industrial	5,000,000.00	90.18	180.36	270.54	360.73	450.91
Commercial / Industrial	7,500,000.00	135.61	271.23	406.84	542.45	678.07
Commercial / Industrial	10,000,000.00	181.04	362.09	543.13	724.18	905.22

Property Type	EMV	Potential OPEB/QCOMP Levy and Estimated Tax Impact using Final Pay 2020 Values				
		600,000	700,000	800,000	900,000	1,000,000
Commercial / Industrial	1,000,000.00	104.95	122.44	139.93	157.42	174.91
Commercial / Industrial	2,000,000.00	213.98	249.65	285.31	320.97	356.64
Commercial / Industrial	3,000,000.00	323.02	376.85	430.69	484.53	538.36
Commercial / Industrial	4,000,000.00	432.05	504.06	576.07	648.08	720.09
Commercial / Industrial	5,000,000.00	541.09	631.27	721.45	811.63	901.82
Commercial / Industrial	7,500,000.00	813.68	949.29	1,084.91	1,220.52	1,356.13
Commercial / Industrial	10,000,000.00	1,086.27	1,267.31	1,448.36	1,629.40	1,810.45



Agenda Item VII. E.
Date Prepared: May 4, 2020
ISD 834 Board Meeting

Action Items: Long-term Facilities Maintenance 10 year Plan

Meeting Date: June 25, 2020

Contact Person: Dr. John Thein, Interim, Executive Director of Finance and Operations

Summary:

2022 Ten-Year Plan

Dr. John Thein presented a comprehensive list of projects that qualify for long-term facility maintenance funding at the June 11, 2020 school board business meeting.

The 2015, 1st Special Session, Chapter 3, Article 6 sections 1-4 and 14 (2015 Education Act) established this program for school districts, intermediate districts, other cooperatives and charter schools. The Long-term Facility Maintenance Ten Year Revenue Application replaces the old Health and Safety Revenue, Deferred Maintenance Revenue and Alternative Facilities Revenue programs beginning in FY 2018.

Four documents will be required as part of the Long-term Facility Maintenance application. The application must include a Long-term Facilities Maintenance Revenue Application-Ten-year Expenditure, Long-term Facilities Maintenance Projection, Statement of Assurances and School Board resolution/meeting minutes adopting the LTFM ten-year plan.

To qualify for a 2021 payable property tax levy, the 2022 Ten Year Plan must be adopted and submitted to the Department of Education.

Administration recommends approval of the Long-term Facilities Maintenance Revenue Application.

Attachments:

Long-term Facilities Maintenance Revenue Application - Ten Year Expenditure plan

Long-term Facilities Maintenance Revenue Projection

Statement of Assurances

School Board resolution

Recommendation:

A motion and a second to approve the Long-term Facilities Maintenance Plan for 2020 Pay 2021 will be requested.

Motion by: _____ **Seconded by:** _____ **Vote:** _____

EXPENDITURE APPROVAL FORM

REQUESTED BY: John Thein **DATE:** 6/11/2020

DESCRIPTION OF REQUEST

FY22 Long-Term Facilities Maintenance Program Expenditures

Category	Amount
Physical Hazards	\$ 80,000.00
Other Hazardous Materials	\$ 70,000.00
Environmental Health & Safety Management	\$ 200,000.00
Asbestos Removal and Encapsulation	\$ 75,000.00
Fire Safety	\$ 245,000.00
Indoor Air Quality	\$ 45,000.00
Total Health and Safety Capital Projects	\$ 715,000.00
Building Envelope	\$ 492,000.00
Building Hardware and Equipment	\$ 1,042,000.00
Electrical	\$ 481,000.00
Interior Surfaces	\$ 1,651,000.00
Mechanical Systems	\$ 773,000.00
Plumbing	\$ 704,000.00
Professional Services and Salary	\$ 305,000.00
Roof Systems	\$ 590,000.00
Site Projects	\$ 838,000.00
Total Deferred Capital Expense and Maintenance	\$ 6,876,000.00
Total LTFM Fiscal Year 2022 Expenditures	\$ 7,591,000.00

FINANCIAL IMPACT

The above description is summary of the proposed Fiscal Year 2022 Long-Term Facilities Maintenance (LTFM) program projects. This is a preliminary plan that can be modified as needs and priorities change. The approval of the expenditures is required to complete the LTFM application.

Budget(s) Impacted: Fiscal Year 2022 Long-Term Facility Maintenance Budget total of \$7,591,000.

Is This a One-Time Expenditure?

- ☐ Yes, once implemented there will be no ongoing costs
- ☒ No, it will need to be funded indefinitely
- ☐ No, it will need to be funded for Fiscal Years 2020-?

Is there an off-setting revenue source(s)?

- ☒ Yes List Source(s): Long-Term Facilities Maintenance 2021 payable property tax
- ☐ No

PROGRESS MONITORING

2022 Long-Term Facilities Maintenance program

MDE / Minnesota DEPARTMENT OF EDUCATION	Division of School Finance 1500 Highway 36 West Roseville, MN 55113-4266	Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only										ED - 02478-06	
Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10, Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.													
District Info.	Enter Information		District Info.	Enter Information									
District Name:	Stillwater Area Public Schools		Date:	6/16/2020									
District Number:	0834		Email:	willgert@stillwaterschools.org									
District Contact Name:	Tony Willger												
Contact Phone #	[651]351-8374												
Expenditure Categories			Fiscal Year (FY) Ending June 30										
			2020 (base year)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.													
Finance Code	Category (1)												
347	Physical Hazards		\$110,000	\$110,000	\$80,000	\$80,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000
349	Other Hazardous Materials		\$70,000	\$70,000	\$70,000	\$70,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
352	Environmental Health and Safety Management		\$200,000	\$200,000	\$200,000	\$200,000	\$210,000	\$210,000	\$210,000	\$210,000	\$220,000	\$220,000	\$220,000
358	Asbestos Removal and Encapsulation		\$80,000	\$120,000	\$75,000	\$70,000	\$60,000	\$60,000	\$60,000	\$60,000	\$50,000	\$50,000	\$50,000
363	Fire Safety		\$220,000	\$230,000	\$245,000	\$200,000	\$250,000	\$250,000	\$200,000	\$250,000	\$250,000	\$200,000	\$275,000
366	Indoor Air Quality		\$60,000	\$90,000	\$45,000	\$45,000	\$50,000	\$50,000	\$50,000	\$50,000	\$55,000	\$55,000	\$55,000
Total Health and Safety Capital Projects			\$740,000	\$820,000	\$715,000	\$665,000	\$730,000	\$730,000	\$680,000	\$730,000	\$735,000	\$685,000	\$760,000
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year													
Finance Code	Category (2)												
358	Asbestos Removal and Encapsulation		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Health and Safety Capital Projects \$100,000 or More			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151													
Finance Code	Category (3)												
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Remodeling for Approved Voluntary Pre-K Projects			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility													
Finance Code	Category (4)												
367	Accessibility		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Accessibility Projects			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects													
Finance Code	Category (5)												
368	Building Envelope		\$700,000	\$464,000	\$492,000	\$497,000	\$502,000	\$507,000	\$512,000	\$522,000	\$532,000	\$537,000	\$547,000
369	Building Hardware and Equipment		\$1,100,000	\$467,000	\$1,042,000	\$425,000	\$430,000	\$435,000	\$439,000	\$448,000	\$457,000	\$462,000	\$471,000
370	Electrical		\$210,000	\$199,000	\$481,000	\$340,000	\$343,000	\$420,000	\$424,000	\$440,000	\$448,000	\$452,000	\$461,000
379	Interior Surfaces		\$1,450,500	\$757,000	\$1,651,000	\$1,667,000	\$1,684,000	\$1,700,000	\$1,200,000	\$1,130,000	\$1,012,000	\$1,025,000	\$1,100,000
380	Mechanical Systems		\$551,000	\$920,000	\$773,000	\$780,000	\$788,000	\$825,000	\$1,100,000	\$1,122,000	\$1,150,000	\$1,161,000	\$890,000
381	Plumbing		\$384,000	\$993,000	\$704,000	\$800,000	\$850,000	\$750,000	\$755,000	\$755,000	\$770,000	\$800,000	\$820,000
382	Professional Services and Salary		\$520,000	\$520,000	\$305,000	\$308,000	\$311,000	\$315,000	\$319,000	\$325,000	\$331,000	\$335,000	\$340,000
383	Roof Systems		\$770,000	\$950,000	\$590,000	\$700,000	\$720,000	\$650,000	\$675,000	\$688,000	\$700,000	\$710,000	\$725,000
384	Site Projects		\$1,646,000	\$748,000	\$838,000	\$845,000	\$850,000	\$859,000	\$865,000	\$2,700,000	\$3,800,000	\$825,000	\$850,000
Total Deferred Capital Expense and Maintenance			\$7,331,500	\$6,018,000	\$6,876,000	\$6,362,000	\$6,478,000	\$6,461,000	\$6,289,000	\$8,130,000	\$9,200,000	\$6,307,000	\$6,204,000
Total Annual 10-Year Plan Expenditures			\$8,071,500	\$6,838,000	\$7,591,000	\$7,027,000	\$7,208,000	\$7,191,000	\$6,969,000	\$8,860,000	\$9,935,000	\$6,992,000	\$6,964,000
Fund Balance Section													
Fund 01													
Beginning Fund Balance 01-467-XX			\$6,550,975	\$6,878,269	\$3,977,978	\$3,977,978	\$3,967,978	\$3,887,978	\$3,887,978	\$3,887,978	\$3,887,978	\$3,887,978	\$3,887,978
LTFM Fiscal Year Revenue - Levy			\$5,527,294	\$3,937,709	\$7,591,000	\$7,017,000	\$7,128,000	\$7,191,000	\$6,969,000	\$8,860,000	\$9,935,000	\$6,992,000	\$6,964,000
LTFM Fiscal Year Revenue - AID if Applicable			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Fiscal Year Revenue Other			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT if applicable (COVID-19) by End of Fiscal Year (06-30-20)			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Estimated Fiscal Year Expenditures			\$5,200,000	\$6,838,000	\$7,591,000	\$7,027,000	\$7,208,000	\$7,191,000	\$6,969,000	\$8,860,000	\$9,935,000	\$6,992,000	\$6,964,000
Ending Fiscal Year Fund Balance 01-467-XX			\$6,878,269	\$3,977,978	\$3,977,978	\$3,967,978	\$3,887,978	\$3,887,978	\$3,887,978	\$3,887,978	\$3,887,978	\$3,887,978	\$3,887,978
Fund 06													
Beginning Fund Balance 06-467-XX			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Fiscal Year Bonded Revenue			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Fiscal Year Revenue Other			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT if applicable (COVID-19) by End of Fiscal Year (06-30-20)			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Estimated Fiscal Year Expenditures			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ending Fiscal Year Fund Balance 06-467-XX			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

FY 22 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/6/2020									
834 <= Type in School District Number													
STILLWATER AREA PUBLIC SCHOOL DIST.													
Calculations for Ten Year Projection	Pay 20	Change only if requiring levy adjustments	Payable 2020 LLC Certification	Current Estimate									
	LLC #	FY 2020	FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
1 Type your district number in cell A2 (Minneapolis = 1.2)													
2 Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 17 to 18, 20, 21, 26, 27 and 50													
3 Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33													
4 Look-up data from following tabs													
5 Initial Formula Revenue													
6 Current year APU	57		9,365.60	9,399.56	9,434.53	9,434.53	9,434.53	9,434.53	9,434.53	9,434.53	9,434.53	9,434.53	9,434.53
6a Additional Pre-K Pupil Units (line 19 of Pre-K application)													
6b Total Adjusted Pupil Units = (6) + (6a)				9,399.56	9,434.53	9,434.53	9,434.53	9,434.53	9,434.53	9,434.53	9,434.53	9,434.53	9,434.53
7 District average building age (uncapped)	451		38.31	38.31	39.31	40.31	41.31	42.31	43.31	44.31	45.31	46.31	47.31
8 Formula allowance			\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00
9 Building age ratio = (Lesser of 1 or (7) / 35)	452			1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
10 Initial revenue = (6) * (8) * (9)	453		3,558,928	3,571,834	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121
11 Added revenue for Eligible H&S Projects > \$100,000 / site													
12 Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	702												
13 Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	756												
14 Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)	701												
15 Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > \$100,000 per site (1A)	755												
17 Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue													
18 Pay as you go revenue for eligible new H&S projects > \$100,000 / site	455												
19 Total additional revenue for eligible H&S projects >\$100,000 / site (12) - (13) + (14) -(15) + (17) + (18)	456												
Added revenue for Pre-K remodeling (for VPK approvals only)													
20a Net debt service for bonds approved for Pre-K remodeling	768												
20b Pay as you go for projects approved for Pre-K remodeling	457												
20c Total Pre-K revenue													
20d Total New Law Revenue (10) + (19) + (20c)	458			3,571,834	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121

FY 22 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/6/2020									
834 <= Type in School District Number													
STILLWATER AREA PUBLIC SCHOOL DIST.													
Calculations for Ten Year Projection		Change only											
		if requiring levy	Payable 2020										
	Pay 20	adjustments	LLC Certification	Current Estimate									
	LLC #	FY 2020	FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Old Formula revenue													
21													
Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2022)													
	459		755,319	755,319	715,000	655,000	730,000	730,000	680,000	730,000	735,000	685,000	760,000
22													
Old formula alt facilities debt revenue (1A) - gross before debt excess													
	701			586,985	587,986	-	-	-	-	-	-	-	-
23	Debt Excess allocated to line 22												
				-	-	-	-	-	-	-	-	-	-
24	Old formula alt facilities debt revenue (1A) - debt excess												
	765			586,985	587,986	-	-	-	-	-	-	-	-
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)												
	766			-	-	-	-	-	-	-	-	-	-
26	Old formula alt facilities pay as you go revenue (1A)												
	460	-		5,232,000	6,876,000	6,362,000	6,478,000	6,461,000	6,289,000	8,130,000	9,200,000	6,307,000	6,204,000
27	Old formula alt facilities pay as you go revenue (1B) > \$500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2022)												
	463			-	-	-	-	-	-	-	-	-	-
27a	LTFM "H&S >100K per site" bonds												
	767			-	-	-	-	-	-	-	-	-	-
27b	LTFM "other" bonds for 1A hold harmless												
	769			-	-	-	-	-	-	-	-	-	-
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * (\$64 / formula allowance))												
	466			-	-	-	-	-	-	-	-	-	-
29	Total old formula revenue = (21)+(24)+(25)+(26)+(27)+(27a)+(27b)+(28)												
	467		6,557,590	6,574,304	8,178,986	7,017,000	7,208,000	7,191,000	6,969,000	8,860,000	9,935,000	6,992,000	6,964,000
30	Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]												
	468		6,557,590	6,574,304	8,178,986	7,017,000	7,208,000	7,191,000	6,969,000	8,860,000	9,935,000	6,992,000	6,964,000
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number												
	469		-	-	-	-	-	-	-	-	-	-	-
32	District LTFM Revenue (30) - (31)												
	470		6,557,590	6,574,304	8,178,986	7,017,000	7,208,000	7,191,000	6,969,000	8,860,000	9,935,000	6,992,000	6,964,000
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)												
	471		12,667	-	-	-	-	-	-	-	-	-	-
34	Grand Total LTFM Revenue (32) + (33)												
	472		6,570,257	6,574,304	8,178,986	7,017,000	7,208,000	7,191,000	6,969,000	8,860,000	9,935,000	6,992,000	6,964,000
Aid and Levy Shares of Total Revenue													
35	For ANTC & APU, three year prior date												
			2018	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
36	Three year prior Ag Modified ANTC												
	33		111,118,915	111,118,915	122,002,821	126,882,934	131,958,251	137,236,581	142,726,044	148,435,086	154,372,490	160,547,389	166,969,285
37	Three year prior Adjusted PU (New Weights)												
	54		9,178.17	9,178.16	9,276.77	9,376.47	9,399.56	9,434.53	9,434.53	9,434.53	9,434.53	9,434.53	9,434.53
38	ANTC / APU = (36) / (37)												
	474		12,106.87	12,106.89	13,151.44	13,532.05	14,038.76	14,546.20	15,128.05	15,733.17	16,362.50	17,017.00	17,697.68
39	State average ANTC / APU with ag value adjustment												
	475		8,569.99	8,569.99	9,139.23	9,569.17	9,960.02	10,358.00	10,772.00	11,203.00	11,651.00	12,117.00	12,602.00
40	Equalizing Factor = 123% of (39)												
	476		10,541.09	10,541.09	11,241.25	11,770.08	12,250.82	12,740.34	13,249.56	13,779.69	14,330.73	14,903.91	15,500.46
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))												
	477		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
42	State (aid) share of Equalized Revenue (1 - (41))												
	478		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
43	Equalized Revenue (lesser of (34) or (6) * (8))												
	473		3,558,928	3,571,834	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121
44	Initial LTFM State Aid (42) * (43)												
	479		-	-	-	-	-	-	-	-	-	-	-
45	Old formula Grandfathered Alternative Facilities Aid												
	481		-	-	-	-	-	-	-	-	-	-	-
46	Total LTFM State Aid (Greater of (44) or (45))												
	482		-	-	-	-	-	-	-	-	-	-	-
47	Total LTFM Levy (34) - (46) (including coop/intermediate)												
	485		6,570,257	6,574,304	8,178,986	7,017,000	7,208,000	7,191,000	6,969,000	8,860,000	9,935,000	6,992,000	6,964,000

FY 22 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection					Revised 5/6/2020								
834 <= Type in School District Number													
STILLWATER AREA PUBLIC SCHOOL DIST.													
Calculations for Ten Year Projection		Change only											
	Pay 20	if requiring levy	Payable 2020										
		adjustments	LLC Certification	Current Estimate									
	LLC #	FY 2020	FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
48 Debt Service Portion of Revenue (non-grandfather districts)													
49 Subtotal Debt Service Revenue from above	765+766+												
= (12) - (13) + (17) + (24)	767+768			586,985	587,986	-	-	-	-	-	-	-	-
50 New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05	769			-	-	-	-	-	-	-	-	-	-
51 Total Debt Service Revenue = (49) + (50)	770			586,985	587,986	-	-	-	-	-	-	-	-
52 Equalized debt Service Revenue (lesser of (43) or (51))	486			586,985	587,986	-	-	-	-	-	-	-	-
53 Debt Service Aid = (52) * (42)	488			-	-	-	-	-	-	-	-	-	-
54 Equalized Debt Service Levy = (52) - (53)	489			586,985	587,986	-	-	-	-	-	-	-	-
55 Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))	490			-	-	-	-	-	-	-	-	-	-
56 General Fund Portion of Revenue (non-grandfather districts)													
57 Total General Fund Revenue = (34) - (51)	491			5,987,319	7,591,000	7,017,000	7,208,000	7,191,000	6,969,000	8,860,000	9,935,000	6,992,000	6,964,000
58 General Fund Equalized Revenue = (43) - (52)	492			2,984,850	2,997,135	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121
59 Total General Fund Aid = (46) - (53)	493			-	-	-	-	-	-	-	-	-	-
60 General Fund Equalized Levy = (58) * (41)	494			2,984,850	2,997,135	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121	3,585,121
61 General Fund Unequalized levy = (57) - (58)	495			3,002,470	4,593,865	3,431,879	3,622,879	3,605,879	3,383,879	5,274,879	6,349,879	3,406,879	3,378,879
62 Total General Fund Levy = (60) + (61)	496			5,987,319	7,591,000	7,017,000	7,208,000	7,191,000	6,969,000	8,860,000	9,935,000	6,992,000	6,964,000
Notes:													
1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.													
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.													
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.													



Fiscal Year (FY) 2022 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-06
Due: July 31, 2020

General Information: Minnesota school districts, intermediate school districts and cooperatives applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2020. Submit to [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information

Name of District or Cooperative:	District Number and Type:	Date Submitted:
Stillwater Area Public Schools	0834	6/26/20

Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2022 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
4. All actual expenditures to be reported in UFARS for FY 2022 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. § 127A.411, subd. 3).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. § 121A.335).

Certification of Statement of Assurances

A Statement of Assurances submitted by a single district must be signed by the district superintendent. A Statement of Assurances submitted by an intermediate school district or cooperative must be signed by the intermediate district superintendent or cooperative director.

Signature – Superintendent or Cooperative Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
	Denise Pontrelli	6/26/20

EXTRACT OF MINUTES OF MEETING OF
SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT #834
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of School Board of Independent School District No. 834 State of Minnesota, was held on _____ 2020, at _____ clock p.m., for the purpose, in part, of approving the Stillwater Area Public School District No. 834's long term facility maintenance revenue ten year plan.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING STILLWATER AREA PUBLIC SCHOOL
DISTRICT NO. 834'S LONG TERM FACILITY MAINTENANCE REVENUE
TEN YEAR PLAN

BE IT RESOLVED by the School Board of Independent School District No. 834, State of Minnesota, as follows:

The school board of Stillwater Area Public School District No. 834 has approved a long term facility maintenance revenue ten year plan for its facilities for the 2021-2022 school year in the amount of \$ 7,591,000. The various components of this program budget are attached as EXHIBIT A hereto and are incorporated herein by reference. Said budget is hereby approved.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and, upon vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF Washington

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 834, State of Minnesota, hereby attest that the preceding information is accurate.

WITNESS MY HAND officially as such Clerk this _____ day of _____, 2020.

Clerk

Independent School District No. 834



Agenda Item VII. F.
Date Prepared: June 16, 2020
ISD 834 Board Meeting

Action Item: Minnehaha Transportation, Inc. Property Lease Agreement

Meeting Date: June 25, 2020

Contact Person: Dr. John Thein, Interim Executive Director of Finance and Operations

Summary:

The District owns the current bus maintenance facility and was informed by the City of Lake Elmo that our CUP had been revoked and we will need to vacate the premises by May 29, 2020. However, the City of Lake Elmo granted an extension to MN Central to store buses until June 30, 2020. The Request for Proposals for Transportation stated that “The Service provider shall identify on the written quotation form that the District’s transportation terminal located at 11530 Hudson Boulevard North, Lake Elmo, MN 55042 to be used to provide services.”

To meet the requirements in the RFP, Stillwater Area Public Schools is requesting to transition our school bus maintenance facility from the current 11530 Hudson Blvd. North, Lake Elmo, MN to Minnehaha Transportation, Inc. – Stagecoach property from July 1, 2020 to June 30, 2021, with options to extend for four years. This property was located after extensive efforts under tight time constraints to find an alternative property in the School District.

Administration recommends that the Board approves the property lease agreement with Minnehaha Transportation, Inc.

Recommendation:

A motion and a second to approve the property lease agreement with Minnehaha Transportation, Inc.

Motion by: _____ **Seconded by:** _____ **Vote:** _____

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of June ____, 2020, by and between **Minnehaha Properties LLC**, a Minnesota limited liability company with its principal executive office address at 2507 Walnut Street, Roseville, Minnesota 55113 ("Landlord"), and **Independent School District No. 834** (Stillwater Area Public Schools) with its District Office at 1875 Greeley Street South, Stillwater, Minnesota 55082 ("Tenant") (Landlord and Tenant are referred to hereinafter collectively as the "Parties," and individually, as a "Party").

1. Premises. In consideration of the rents and covenants contained herein, and subject to the terms of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, certain real property which is located at **5288 Stagecoach Trail North, Oak Park Heights, MN 55082** and at **5280 Stagecoach Trail North, Oak Park Heights, MN 55082** and which is legally described as:

**SEE EXHIBIT A
ATTACHED HERETO AND
INCORPORATED BY REFERENCE HEREIN**

and all improvements located thereon (the "Premises").

The Premises includes interior office space, garage space, and outdoor parking space.

2. Security Deposit. Upon execution of this Lease, Tenant shall deposit an amount equal to one month's Base Rent with Landlord to secure Tenant's performance under the lease agreement. Landlord shall hold the deposit, without interest, for the term of the lease agreement.
3. Term of Agreement. This Lease is for a term beginning on July 1, 2020 and ending on June 30, 2021 ("Lease Term") at which time this Lease shall terminate without the necessity of notice by either party.
4. Option to Extend the Lease. Tenant shall have the option to renew and extend the Lease Term for three successive periods of twelve (12) months each ("Option Terms"), each such option to be exercisable in writing no less than 120 calendar days prior to the expiration of the Lease Term then in effect. The first Option Term, if any, shall be at same rate of Base Rent, and otherwise on the same terms, covenants and conditions, as are set forth in this Lease. The second Option Term, if any, shall be for Base Rent equal to One Hundred Five Percent (105%) of that which was payable during the immediately preceding term, but shall otherwise be on the same terms, covenants and conditions as are set forth in this Lease. The third Option Term, if any, shall be for Base Rent equal to One Hundred Five Percent (105%) of that Base Rent which was payable during the immediately preceding term, but shall otherwise be on the same terms, covenants and conditions as are set forth in this Lease.

5. Base Rent. The rent for the Premises shall be \$40,000.00 per month (“Base Rent”) which must be paid by Tenant to Landlord, at an address designated by Landlord, by the fifth (5th) day of each month.
6. Additional Rent.
 - A. Taxes. Tenant shall reimburse Landlord for property taxes charged for the Premises during the term of this Lease and any extension or renewal thereof, but not any income or franchise tax that is imposed upon Landlord’s income or revenues in general.
 - B. Insurance. Tenant shall reimburse Landlord for the cost to Landlord of the insurance maintained by Landlord for the Premises pursuant to the express terms of this Lease. during the term of this Lease and any extension or renewal thereof.

Tenant shall pay these amounts to Landlord in equal monthly installments. Landlord shall estimate for any calendar year the taxes and insurance payable by Tenant during such calendar year in order to pay the same on a current basis. The Additional Rent so estimated shall be payable by Tenant to Landlord with Base Rent. Within a reasonable time after completion of each calendar year while this Lease is in effect, Landlord shall determine the actual amount of said expenses payable by Tenant in such calendar year and deliver a written certification of the amounts thereof to Tenant. If Tenant has underpaid its said expenses, Tenant shall pay the balance thereof along with the next payment of Base Rent coming due thereafter. If Tenant has overpaid the same, Landlord shall, at the election of Tenant, either (i) refund such excess, or (ii) credit such excess against the next monthly installment of Additional Rent payable by Tenant. Tenant shall, upon request, be entitled to see copies of all invoices, statements and bills for items paid by Landlord and charged to Tenant as Additional Rent.

7. Utilities. Landlord shall provide the Premises with access to water, sewer, electricity, natural gas, telephone, high speed internet, and cable television, and such other utilities as Tenant may reasonably require. Tenant shall timely pay all monthly charges for utilities provided to the Premises during the term of this Lease and any extension or renewal thereof, shall have said utilities placed in its own name, and will be responsible for late fees and/or penalties for said utilities.
8. Condition of the Premises/Tenant Work The Landlord is responsible for the Premises to be in compliance with city and state permit and licensing requirements, including but not limited to local building codes. Landlord shall be responsible for obtaining any permits necessary to allow Tenant to commence its school bussing operations by 5:30 a.m. each school day. The Premises shall have heating in all interior spaces, and air conditioning in all office spaces. Tenant, at Tenant’s expense, may install trade fixtures and signage suitable to Tenant’s use of the Premises, and/or a gate and lock system to secure the parking space located on the Premises, subject to Landlord’s prior written approval, which approval shall not be

unreasonably delayed or denied.

9. Maintenance and Repair.

- A. By Landlord. Landlord shall keep the structural elements of the buildings within the Premises, and the parking lot(s) and driveway(s) located on the Premises in reasonable repair during the term of this Lease, except for any damage caused by the intentional or negligent actions of Tenant or Tenant's agents, employees or guests, which shall be repaired at the sole cost of Tenant. For purposes of this Lease, structural elements shall include the foundation, exterior, and load bearing walls serving the buildings within the Premises. Landlord shall maintain the existing fire suppression system, and shall have the fire suppression system inspected annually by a licensed fire sprinkler contractor. In the event that said fire suppression system is modified or becomes temporarily inoperable, Landlord shall promptly notify Tenant and the building insurance carriers.
- B. By Tenant. Tenant shall, at Tenant's sole expense, maintain the Premises -- other than the structural elements of buildings, and the parking lot(s) and driveway(s) -- in a clean, safe and good condition and shall make all repairs necessary to keep the same in good condition during the term of this Lease; except that, in the case of any damage to the Premises or to the property of third parties caused by the intentional or negligent act or omission of Landlord, Landlord's employees, contractors, and/or any business entity in common ownership with Landlord, said damage shall be repaired at the sole cost of Landlord. Tenant's obligations shall include, but not be limited to, the routine maintenance of all heating, ventilation, air conditioning systems, electrical systems, lighting, plumbing systems, floors, interior doors, maintenance doors, garage doors and all other parts of the Premises, as well as snowplowing and lawn maintenance. However, any work other than routine maintenance required by said parts of the Premises shall be the responsibility of Landlord. Notwithstanding anything to the contrary contained in this Lease: Landlord shall be responsible for putting all items on the Premises which are to be maintained by Tenant into good and workmanlike condition at the beginning of the Lease Term including without limitation lights, drain lines, and doors.

9. Insurance.

- A. Tenant shall purchase in advance, and carry in full force and effect throughout the term of the Lease, the following insurance:
- (1) "All risk" property insurance covering the full replacement value of all of Tenant's leasehold improvements, trade fixtures, and personal property within or about the Premises, insuring damage from any cause whatsoever.

- (2) Comprehensive general public liability insurance naming Tenant as the insured party, and adding Landlord as an additional insured party, covering all acts of Tenant, its employees, agents, representatives and guests on or about the Premises, containing a contractual liability endorsement, in a combined single limit amount of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate limit. The insurance policy shall contain a loss payable clause in favor of Landlord which provides that Tenant's right to recover under the insurance shall not be impaired by any acts of omissions of Tenant and Landlord, and that Landlord shall otherwise be afforded all rights and privileges customarily provided to the Tenant under the policy.
- (3) Such other insurance as may be required by law, including, without limitation, workers' compensation insurance.

Tenant shall provide Landlord with certificate(s) evidencing that such insurance is in effect throughout the term of this Lease. Said policies shall provide Landlord with ten days' written notice of cancellation.

- B. Landlord's Casualty Insurance. Landlord shall carry and cause to be in full force and effect a fire and extended coverage insurance policy on the Premises, but not leasehold improvements, trade fixtures, and personal property owned by Tenant. Landlord shall provide Tenant with certificate(s) evidencing that such insurance is in effect throughout the term of this Lease. Said policy shall provide Tenant with ten days' written notice of cancellation.
- C. Form of the Policies. The policies required to be maintained by the parties pursuant to this Section 9 shall be obtained from companies rated A10 or better in Best Insurance Guide, licensed to do business in the State of Minnesota and domiciled in USA. Certified copies of said policies or certificates of insurance shall be delivered to the party entitled to receive them prior to the Commencement Date; with new policies or certificates to be delivered at least thirty (30) days prior to the expiration date of the old policy. Tenant shall have the right to provide the insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage as required by this Lease.
- D. Subrogation. In the event of loss or damage to the Premises, each Party will look first to any insurance in its favor before making any claim against the other Party. If permitted by its insurers, each Party will obtain for each policy in effect a provision permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance. In addition, each Party, its agents, employees or guests, to the extent permitted for itself and its insurers, waives all such insured claims against the other Party.

10. Quiet Enjoyment. Landlord warrants that it has full right to execute and perform this Lease

and to grant the estate demised, and that Tenant, upon payment of the Base Rent and Additional Rent, may peaceably and quietly enjoy the Premises for the uses permitted hereunder, subject, nevertheless, to the terms and conditions of this Lease.

11. Use of Premises. Tenant may use the parking and outdoor storage area of the Premises to park and maintain school buses and related equipment. The indoor space of the Premises may be used for bus maintenance, shop and office purposes and for such other purposes as are allowed by applicable zoning ordinances and permits issued by governmental entities with competent jurisdiction.
12. Right of Entry. Landlord and Landlord's agents may enter the Premises at reasonable hours upon reasonable notice to repair or inspect the Premises. In addition, also upon reasonable notice, Landlord may show the Premises to possible or new tenants at reasonable hours during the term of this Lease. The Landlord and Landlord's agents may enter the Premises at any time during an emergency situation.
13. Assignment and Subletting. Tenant may not assign this Lease, sublease the Premises to any other party or permit any other party to use the Premises or any part of the Premises without the prior written consent of Landlord. Any assignment without Landlord's written consent will not be effective. Said consent shall not be unreasonably delayed or denied. Any such consent by Landlord shall not be a waiver of Landlord's rights under this Section as to any subsequent similar action. Notwithstanding anything to the contrary contained in this Lease: Tenant shall have the right to enter into a sublease with its contractor who will be providing bussing services to Tenant.
14. Alterations. Tenant shall not materially alter the heating, electrical, plumbing, ventilation or air conditioning or make any other material alterations to the Premises without the prior written consent of Landlord. Said consent shall not be unreasonably delayed or denied. Any alterations made by Tenant must comply with applicable codes and ordinances. Tenant may install its usual trade fixtures, and security gate and lock as indicated above, provided that they do not interfere with or damage the structural, mechanical or electrical systems of the Premises. Tenant is responsible for all inspections and documentation as they relate to trade fixtures and record keeping. At the expiration or termination of this Lease, Tenant shall promptly remove Tenant's trade fixtures and repair at its own expense any damage to the Premises resulting from their installation or removal.
15. Surrender of Premises. Tenant shall vacate the Premises at the expiration or termination of this Lease and any alterations, additions, and improvements which have been made or installed by Tenant other than trade fixtures shall remain as part of the Premises and shall be the sole property of Landlord. When Tenant vacates the Premises, Tenant shall leave the Premises in as good condition as it was when the Lease started, with the exception of reasonable wear and tear. Tenant shall surrender all keys to Landlord at the time Tenant vacates the Premises.

If Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new Lease, Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease in so far as the same can be applicable to a month-to-month tenancy, cancelable by either party upon one month's written notice to the other, but with a Base Rent of one hundred and twenty-five percent (125%) of the monthly Base Rent stated above.

16. Damage to Premises. If the Premises are destroyed or damaged not due to the fault of Tenant or Tenant's guests, invitees or customers, and the Premises are unfit for use, Tenant shall not be required to pay rent for the time the Premises cannot be used. If part of the Premises cannot be used, Tenant shall only pay rent for the usable part. If the Premises are damaged or destroyed and the cost of repairing the Premises would exceed fifty percent (50%) of its pre-casualty value (exclusive of land), either party may terminate this Lease within thirty (30) days of the casualty by written notice to the other, and the rent and other obligations of Tenant under this Lease shall be prorated up to the time of the casualty. If this Lease is not terminated pursuant to this Section, then Landlord shall proceed with reasonable diligence to repair and restore the Premises.
17. Condemnation.
 - A. If any part of the Premises are taken or condemned by eminent domain, and a part of the Premises remains which is suitable for the use contemplated by this Lease, this Lease shall terminate only as to the part so taken and shall continue in full force as to the remaining part. The date of termination as to a part so taken shall be the date on which the condemnor takes title. The rent payable after that date shall be adjusted so that Tenant shall pay only such portion of the rent as the value of the part remaining bears to the total value of the Premises on the date of the taking.
 - B. If all of the Premises are taken or condemned, or so much is taken that the use by Tenant shall be substantially impaired, Tenant may terminate Lease by written notice to Landlord, and all obligations of Tenant shall be prorated as of the notice of termination. It shall be presumed for the purposes of this Paragraph that if more than fifteen percent (15%) of the square footage of the Premises is taken by condemnation, Tenant's use shall be substantially impaired.
 - C. Nothing contained herein shall prevent Tenant from making a claim to the condemning authority for its moving expenses and trade fixtures. For purposes of this Section, a taking by eminent domain shall include Landlord's giving of a deed under threat of condemnation, or in lieu of condemnation.
 - D. Default. If Tenant shall either (a) default under the covenant to pay rent due under this Lease

and fail to comply with such requirement within ten (10) days after written notice of such default has been given to Tenant by Landlord; or (b) with respect to a material default of another covenant contained in this Lease, shall fail to cure within thirty (30) days of written notice thereof; or in the case of a default which cannot be cured in thirty (30) days, shall fail to commence the cure of said default within thirty (30) days and thereafter diligently pursue the curing of said default; or (c) file a petition in bankruptcy, or be the subject of a filing of such a petition by another party, or make an assignment for the benefit of creditors; then it shall be optional for Landlord to:

- A. Immediately terminate this lease by notice to Tenant. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort. Notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord: (i) the sum of all rental and other indebtedness accrued to date of such termination, plus (ii) the present value (based on a six percent (6 %) capitalization rate) of the total Base Rent due or to become due under this Lease including any and all renewal terms for which Tenant has at that time exercised its option to renew; or
- B. Declare Tenant's right to possession under this Lease forfeited and the Term ended, and to re-enter the Premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom, and Landlord shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding such re-entry by Landlord, the liability of Tenant for all rents and covenants provided for herein shall not be relinquished or extinguished for the balance of the Term of this Lease.

In the event of default by Tenant, Landlord may, but shall not be obligated to, cure such default for the account of and at the expense of Tenant. Tenant shall pay, in addition to the rentals and other sums agreed to be paid hereunder: All reasonable expenses incurred by Landlord in performing any of Tenant's obligations under this Lease, re-entering or terminating the Lease, reletting the Premises, and collecting sums due and payable by Tenant. Notwithstanding anything to the contrary contained herein: Landlord shall take reasonable steps to mitigate its damages and Tenant shall receive full credit for any amount received by Landlord from other tenants leasing the Premises.

- 22. Abandonment of Tenant Property. If Tenant fails to remove any of Tenant's personal property, fixtures or equipment at the expiration or termination of this Lease, Landlord may consider such items to have been abandoned by Tenant and Landlord may then dispose of such items in any manner that Landlord thinks is proper, including their retention, sale or destruction, all without liability for such actions to Tenant. Disposal fees related the abandonment of property

shall be the responsibility of the Tenant.

23. Notice. Any notice, demand or request to be given by a party hereto shall be personally delivered, sent by certified mail, or sent via a nationally recognized overnight courier service that issues a receipt, to the other party at the address set forth for that party below (or to such other address as may be designated by notice to the other party), and shall be deemed given upon the earlier of personal delivery, two days after the date postmarked, one day after depositing with such overnight courier for delivery on an overnight basis, or upon the refusal to accept such service.

Address for Notice to Landlord: Minnehaha Properties LLC
2507 Walnut Street
Roseville, Minnesota 55113
Attn: Idiris Mohamud

Address for Notice to Tenant: Independent School District # 834
1875 Greeley Street South
Stillwater, MN 55082
Attn: Finance Department

24. Environmental Requirements. Tenant shall comply with all laws, governmental standards and regulations applicable to Tenant or the Premises in respect to occupational health and safety, hazardous waste and substances and environmental matters. Tenant shall promptly notify Landlord of its receipt of any notice of a violation of any such law, standard or regulation. Tenant agrees to indemnify and hold Landlord harmless from all loss, costs, damage, claim and expense incurred by Landlord on account of Tenant's failure to perform the obligations of this provision; provided, however, that the obligations of Tenant under this provision shall apply only to matters occurring after Tenant takes possession of the Premises under this Lease. Landlord shall be responsible for conditions existing prior to the date Tenant takes possession of the Premises under this Lease. The obligations of Tenant under this provision shall survive the expiration or termination of this Lease as to any such loss, cost, damage, claim and expense attributable to or arising out of activities or misfeasance of Tenant during the term of this Lease or its extension or renewal.
25. Estoppel Certificate. Tenant shall at any time, and from time to time during the lease term (but not more often than twice in each calendar year), within ten (10) days after request from Landlord, execute, acknowledge and deliver to Landlord or to any prospective purchaser, assignee, ground lessor or prospective or current mortgagee designated by Landlord, an estoppel certificate in a form reasonably acceptable to Landlord.
26. Brokerage. Tenant and Landlord warrant, each to the other, that neither they, nor their officers or agents, nor any one acting on their behalf, has dealt with any real estate broker in the

marketing of the Premises, nor in connection with the negotiating and making of this Lease. Tenant and Landlord agree to indemnify and hold each other harmless from all liabilities, costs, demands, judgments, settlements, claims and losses, including reasonable attorneys' fees and costs, incurred by either as the result of a breach of this provision.

27. Keys. Landlord shall provide Tenant with 12 keys to each lock located in the improvements on the Premises.
28. General. This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant. The marginal or topical headings of the several paragraphs and clauses herein are for convenience only and shall not affect the construction of this Lease. All preliminary negotiations are merged into and incorporated in this Lease. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto. All provisions hereof shall be binding upon the heirs, successors and assigns of each party hereto. Time is of the essence with respect to the due performance of the terms, covenants and conditions herein. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remainder shall not be affected thereby, and each other term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
29. Counterparts. This Lease may be executed in any number of counterparts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument. Electronic signatures on this Lease shall be treated as originals. Documents delivered by email and PDF documents shall be treated as original documents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first stated above.

LANDLORD:

Minnehaha Properties LLC

By: _____

Its: _____

Idris Mohamed
President

TENANT:

Independent School District # 834

By: _____

Its: _____

**EXHIBIT A:
LEGAL DESCRIPTION OF THE PREMISES**

Parcel 1:

The North 963.6 feet of the East 429 feet of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township 29 North, Range 20 West, excepting the following two tracts:

The North 232 feet of the East 165 feet thereof, and

The South 262 feet of the North 494 feet of the East 233 feet thereof, Washington County, Minnesota

Parcel 2:

All that part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township 29, Range 20, contained within the following bounds, to-wit:

Beginning at a point 30 feet West of a stake which is 80 rods South of the center of said Section 3, and running thence West 24 rods and 3 feet; thence North 21 rods and 9.9 feet; thence East 24 rods and 3 feet; thence South 21 rods and 9.9 feet to the plate of beginning, excepting therefrom the South 150 feet thereof, Washington County, Minnesota

Washington County PID 03.029.20.31.0003 and Washington County PID 03.029.20.31.0004



Agenda Item VII. G.
Date Prepared: June 16, 2020
ISD 834 Board Meeting

Agenda Item: Transportation Contract & Sublease Agreement

Meeting Date: June 25, 2020

Contact Person: Dr. John Thein, Interim Executive Director of Finance and Operations

Summary:

Mr. Vanderwall presented to the board that on December 20, 2019, Stillwater Area Public Schools received written quotations for transportation of resident public, nonpublic, and charter school children. Six quotes were received, and the district entered into direct negotiations with the low responsible incumbent vendor, North American Central School Bus, LLC dba Minnesota Central School Bus.

On April 23, 2020, the School Board requested that Administration negotiate for another round of prices from three vendors, for both one year and four year duration pricing and asked that vendors respond to the question of provision of a terminal vs. a District supplied terminal.

On May 5, 2020, new quotations were received from three vendors. These proposals have been evaluated both as to the proposed pricing and many other factors relevant to the ability to provide safe and efficient service to the School District. All vendors indicated that they would not be able to provide a bus terminal for the District Contract. The board voted to enter into a four year transportation contract with Metropolitan Transportation Network (MTN) School Bus Company.

Administration recommends a four year transportation contract with Metropolitan Transportation Network (MTN). Considerations in this recommendation were contract pricing, customer service and safety. Administration also recommends a one year sublease agreement with Metropolitan Transportation Network (MTN) for the Stagecoach property.

Recommendation:

A motion and a second to approve entering into a transportation contract and sublease agreement with Metropolitan Transportation Network (MTN).

Motion by: _____ **Seconded by:** _____ **Vote:** _____

STUDENT TRANSPORTATION AGREEMENT

THIS STUDENT TRANSPORTATION AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2020 by and between **Independent School District No. 834** (Stillwater Area Public Schools), Stillwater, Washington County, Minnesota, with its District Office at 1875 Greeley Street South, Stillwater, Minnesota 55082, hereinafter called "District" and **Metropolitan Transportation Network, Inc.**, with its principal executive office address at 8260 Hickory Street NE, Fridley, MN 55432, hereinafter called "Contractor."

WITNESSETH

WHEREAS, Stillwater Area Public Schools desires bus services to transport resident public, nonpublic, and charter school children.

WHEREAS, Contractor agrees to operate a school bus service within and about the geographical boundaries of District.

WHEREAS, pursuant to Minnesota Statute 2015, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions agreed to and contained herein, District and Contractor agree as follows:

1. TERM

The term of this Agreement shall commence August 1, 2020 and shall continue through June 30, 2024 consistent with Section I. C. of the Request for Written Quotations and the student transportation services specification marked Exhibit 1, attached hereto, and incorporated by reference herein (said specification and Appendices thereto, and the Request for Written Quotations, are collectively referred to hereinafter as the "Student Transportation Services Specification"). For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing August 1 during the term of this Agreement.

2. SCOPE OF SERVICES REQUIRED

- a. Contractor shall, during the term of this Agreement, provide student transportation services according to the Request for Written Quotations and Student Transportation Services Specification, which are incorporated in this Agreement.
- b. Contractor shall, during the term of this Agreement, provide student transportation services to students identified by District according to the rates listed in the Student Transportation Services Specification, and provide such number of school buses and personnel as are required to fulfill District's needs for student transportation services as described in said Specification, which is incorporated in this Agreement.
- c. Nothing in this Agreement shall limit District's rights or responsibilities or prohibit District from exercising such rights and responsibilities outlined in the Student Transportation Services Specification or state law relative to student transportation services.

3. COMPENSATION AND BILLING

In consideration for services properly rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates for services set forth in Written Quotations and the Student Transportation Services Specification attached hereto and made a part

hereof, which may be adjusted from time to time as provided herein.

Time billed will be "live" time only – first pick-up to last drop-off. (In the event that the first pick-up or last drop-off on a route is outside the boundaries of the "District", the time will be billed from the terminal if the first pick-up or to the terminal if the last drop-off.)

4. TERMINAL

The District has leased transportation facilities located at **5288 Stagecoach Trail North, Oak Park Heights, MN 55082** and at **5280 Stagecoach Trail North, Oak Park Heights, MN 55082** ("Terminal"). A sublease agreement (Exhibit 2) (the "Sublease Agreement") is executed simultaneous herewith and defines certain responsibilities of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, over which conflicting language, if any, the following provision will control: For the purposes of this Agreement, the terms of Exhibit A to the Student Transportation Services Specification, entitled "Lease Agreement," are superseded and replaced in their entirety by the Sublease Agreement.

This Agreement and the Sublease Agreement are not mutually exclusive and both are non-transferrable and non-assignable.

The District will arrange for reasonable remote parking at satellite location(s) ("Satellite Location") located within the District's geographic boundaries sufficient to enable Contractor to meet its obligations under this Agreement. No rent will be charged for the Satellite Location. If District/Tenant and Contractor/Sublessee do not enter into a separate lease agreement for the Satellite Location, Contractor shall owe the same duties and obligations to the District concerning the Satellite Location that it owes to the Landlord and/or Sublessee under Paragraphs 7, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, and 21 of the Sublease regarding the Premises -- as that capitalized term is defined therein.

Notwithstanding anything to the contrary contained in this Agreement or in the Sublease Agreement, including Section IV E (2) of the Student Transportation Services Specification, over which conflicting language, if any, the following provisions will control, the requirements of the Student Transportation Services Specification are hereby modified to provide:

- a. The District does not require that route buses be stored under cover.
- b. Route buses not stored under cover must be equipped to maintain engine temperatures to ensure prompt starting during periods of extremely cold weather. If not stored under cover, sufficient arrangements must be made to ensure the removal of ice and snow from all buses before the start of daily operations and reducing the chances of condensation, window fogging and icing.
- c. Suitable driver training facilities and equipment shall be provided.

Contractor will staff the Terminal during route times so questions from parents and District personnel can be answered quickly and correctly. Contractor will staff the Terminal with a qualified dispatcher with a substantial working knowledge of the District.

Notwithstanding anything contained herein, in the Student Transportation Services Specification, or the Sublease, over which conflicting language, if any, the following provision will control: The District shall have the option of, upon 90 days' written notice, relocating the terminal facilities, together with the Satellite Location, to other facilities suitable and sufficient to allow the Contractor to perform its obligations under this Agreement. Should this occur, this Agreement will remain in effect, and the terms thereof shall not be modified, except for the location of the Terminal; and the

District and Contractor will enter into a lease, or sublease as applicable, regarding said relocated terminal.. The alternate space shall be sufficient to allow Contractor to perform its obligations under the Student Transportation Agreement. The relocated terminal shall be let to the Contractor for the same rate of base rent and otherwise on the same general terms as provided for in the Sublease. Contractor shall also pay for all utilities supplied to the alternate terminal.

5. REQUIRED OPERATIONS AND CONDITIONS

- a. Spare Vehicles. Contractor agrees to have on hand a minimum of ten (10) percent of the required vehicles available as standby buses to take care of emergencies, as required by Section IV. A.3. of the Student Transportation Services Specification. The Contractor agrees to have on hand at all times an additional ten (10) buses for field trips and athletic and activity trips (charter services).
- b. District Name on Buses. Contractor agrees to identify at least the primary route buses with "Stillwater Area Public Schools" displayed on the panel below the passenger windows on the two (2) sides of each, not inconsistent with requirements of state law and regulations.
- c. Personnel. Contractor agrees to employ personnel for the following full-time positions at a minimum to fulfill the responsibilities required by Section IV. G. 1. of the Student Transportation Services Specification:
 - i. Contract Manager/Director
 - ii. Two (2) Dispatchers
 - iii. Special Needs Coordinator/Trainer (can be a driver)
 - iv. Field Safety Director/Coordinator/Supervisor
 - v. Technician-in-Charge
 - vi. Two (2) mechanics

All positions listed are non-driving staff positions unless indicated otherwise or is an emergency situation.

- d. Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to require Contractor to remove from service under this Agreement any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that District shall make such request in writing and state the reasons therefore.

6. CONTRACT SECURITY

Contractor shall furnish a performance bond in the amount of 100% of the first year's contract price as security for faithful performance of this contract and for payment of all persons performing labor and furnishing materials in connection with this contract, in accordance with the terms of Minnesota Statutes 2019, Section 574.26.

7. FINES AND PENALTIES FOR NON-COMPLIANCE

In the event of non-compliance with the terms of this Agreement, which extends to include the Student Transportation Services Specification and related District policies and procedures, the following fines and penalties shall apply:

Unless the non-compliance with the provisions of the Contract or this Specification is the result of a vehicle breakdown, weather severity or an act of God, the District will impose penalties under the following circumstances:

1. A penalty of half the daily rate will be charged for running a route more than 10 minutes late.

2. A penalty of twice the daily rate will be charged for running a route more than 60 minutes late, or if the route is not provided on a school day.
3. A penalty of two hours, or the trip minimum if greater, will be imposed on any extra-curricular or field trip that is 10 minutes late for the scheduled departure at origination or from destination.
4. A penalty of twenty five dollars (\$25) will be imposed for each instance a driver makes an unauthorized stop location change that is not based on immediate hazards. Unauthorized stop locations are those not listed in the driver's route copy. Immediate hazards would include, but are not limited to, blocked roads due to construction equipment, downed trees or power lines, etc.

The normal daily rate for purposes of this section shall be the rate per bus or per day identified in Appendix B to the Student Transportation Services Specification attached hereto, during the term of this Agreement.

8. OTHER PROVISIONS

Contractor agrees to comply with the following:

a. District Crisis Management Policy

The Contractor will be familiar and will comply with District crisis management policy and plans where applicable.

b. Data Privacy

Contractor agrees and understands that certain student information and data will be provided to the Contractor as required to provide the services required in this Agreement. Contractor further agrees that the Contractor and its employees will fully comply with the provisions of Minnesota Statute Chapter 13, also known as "Minnesota Government Data Practices Act", including without limitation Minn. Stat. § 13.05, applying to contracts for services with units of government:

"Subd. 6. Contracts. Except as provided in section 13.46, subdivision 5, in any contract between a governmental unit subject to this chapter and any person, when the contract requires that data on individuals be made available to the contracting parties by the governmental unit, that data shall be administered consistent with this chapter. A contracting party shall maintain the data on individuals which it received according to the statutory provisions applicable to the data."

c. Force Majeure

In the event Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, war, governmental action, labor dispute, including picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this Agreement.

- d. Termination.** For the reasons identified elsewhere herein, the District shall have the right to terminate this Agreement or assume responsibility for providing the services required under this Agreement. The District shall have the right to operate the buses provided by the Contractor under this Agreement and employ such employees as the District deems appropriate and necessary to provide the regular services and operations contemplated by this Agreement. District shall pay the Contractor for the use of such buses used by the District consistent with the rates and provisions in this Agreement that applied to the Contractor and the District less all expenses and costs incurred by the District and reasonably necessary to secure the services of drivers and other hourly employees to provide the services. The District deduction of reasonable

expenses and costs shall not exceed the difference between the total compensation paid the Contractor for such buses less the Contractor's fixed costs of operation for this Agreement. If the District agrees to use and operate the Contractor's buses, the District will provide the Contractor with a lease agreement, along with insurance and compliance matters, consistent with that required of the Contractor under this Agreement.

e. Insurance

i. Successful contractor shall maintain during the life of the contract General Liability insurance (includes bodily injury and property damage), Auto Liability insurance and Umbrella/Excess liability insurance coverage with minimum limits as follows:

a) General Liability Insurance:

\$1,000,000 per occurrence/\$2,000,000 general aggregate

b) Auto Liability Insurance:

\$1,000,000 combined single limit

c) Umbrella/Excess liability coverage:

\$3,000,000 each occurrence

ii. Successful contractor shall submit, and annually thereafter during the term of the contract provide, to the District a Certificate of Insurance for General Liability, Auto Liability and Umbrella/Excess liability insurance with Independent School District 834 listed as additional insured.

iii. Worker's Compensation Coverage: Each contractor shall submit with written quotation a Certificate of Insurance for Worker's Compensation Coverage. Successful contractor shall maintain Worker's Compensation coverage during the life of the contract for the protection of the employees in the amount as required by law. A waiver of subrogation in favor of Stillwater Area Public Schools #834 shall be included.

iv. General liability insurance cannot have an exclusion for sexual abuse and molestation.

v. No liability resulting from a vehicular accident, or any driver or operational negligence will assumed by the District, its employees or its authorized representatives.

f. Indemnification

i. Indemnity of District. Contractor shall indemnify, keep and hold the District free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the negligent actions or inactions of Contractor or its subcontractors in the performance of the duties described in this Agreement.

ii. Defense of District. In the event a suit is brought against the District under circumstances where this agreement to indemnify applies, Contractor at its sole cost and expense shall defend the District in such suit if written notice thereof is promptly given to Contractor within a period wherein Contractor is not prejudiced by lack of such notice. If Contractor is required to indemnify and defend, it will thereafter have control of such litigation, but Contractor may not settle such litigation without the consent of the District, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the District and Contractor. In defending any action on behalf of the District, Contractor shall be entitled to assert in any action every defense or immunity that the District could assert in its own behalf.

f. Assignment

The services contemplated under this Agreement are deemed to be in the nature of personal services. The Contractor, without the prior written consent of the District, shall not assign this

Agreement. The parties agree that assignment by Contractor of any sums due and owing Contractor under this Agreement shall not constitute an assignment of the Agreement.

g. Subcontract

The Contractor shall not subcontract any of the services required to be performed in this Agreement, unless the Contractor has received the full prior written consent of District.

h. Termination

If either party shall willfully violate any of the covenants or duties imposed upon it by this Agreement, such willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

i. Survival

The mutual obligations described in this Agreement shall survive the termination or expiration of this Agreement.

j. Severability

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect, unless the stricken provision materially affects the basis of the bargain. In such event, this Agreement shall be terminated or reformed.

k. Modification

District and Contractor may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties. All other terms and conditions will remain as described in this Agreement.

l. Governing Law

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in this Agreement to the "State" shall mean the State of Minnesota.

m. Notices To Parties

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Postal Service, postage prepaid, registered or certified mail.

Notices to District shall be addressed to: Chairman of School Board
and
Executive Director of Finance and Operations
Stillwater Area Public Schools
1875 Greeley Street South
Stillwater, Minnesota 55082

Notices to Contractor shall be addressed to: Tashitaa Tufaa
President/CEO
Metropolitan Transportation Network, Inc.,
8260 Hickory Street NE,
Fridley, MN 55432

Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

n. Entire Agreement

This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

o. Conflict with Other Documents.

In the event of a conflict in terms between this Agreement and the Student Transportation Services Specification attached hereto, the language of this Agreement will control.

p. Venue / Mediation

In the event of a dispute between the parties regarding this Agreement or the Lease referenced herein, the parties shall first attempt mediation before filing a lawsuit, unless the party filing suit has a reasonable concern regarding an applicable statute of limitations deadline. Any resulting litigation will be venued in the District Court in Washington County, Minnesota

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below. .

Independent School District No. 834

By: _____
Name: _____
Title: _____

Date: _____

**Metropolitan Transportation Network,
Inc.**

By: 
Tashitaa Tufaa
President/CEO

Date: 06-24-20

**EXHIBIT 1 TO STUDENT
TRANSPORTATION AGREEMENT:**

ADVERTISEMENT FOR QUOTES

Stillwater Area Public Schools – Transportation Services 2020-2024

Stillwater Minnesota

November 8, 2019

Owner: Stillwater Area Public Schools
Independent School District No. 834
1875 Greeley Street South
Stillwater, MN 55082
Contact: Kristen Hoheisel
651-351-8321

REQUEST FOR WRITTEN QUOTATIONS FOR STUDENT TRANSPORTATION SERVICES

INDEPENDENT SCHOOL DISTRICT No. 834
1875 Greeley Street South
Stillwater, Minnesota 55082

1. Notice is hereby given, that Independent School District No. 834, Stillwater, Minnesota, will receive written quotations for transportation of resident public, nonpublic, and charter school children based on the District Specification that may be obtained from Independent School District No. 834, 1875 Greeley Street South, Stillwater, Minnesota 55082.
2. Written quotations must be received in the District Office, Independent School District No. 834, Attn: Kristen Hoheisel, 1875 Greeley Street South, Stillwater, Minnesota 55082, no later than Friday, December 20, 2019 at 11:00 a.m. at which time the written quotations will be opened and read aloud. Following the opening, School District representatives may conduct interviews with one or more service providers supplying a written quotation for purposes of evaluation, clarifying the submitted quotation, and negotiating terms.
3. A service provider informational meeting will be held on Wednesday, December 4, 2019 at 11:00 a.m. at the District Office, Independent School District No. 834, 1875 Greeley Street South, Stillwater, Minnesota. The purpose of this meeting will be to answer questions about the District Specification and the District's student transportation requirements.
4. Independent School District No. 834 is using the written quotation process, with an option for direct negotiation, authorized by Minnesota Statute 123B.52, Subd. 3 for the procurement of this contract, and disclaim usage of any other contract procurement options allowed under applicable law.
5. The School District reserves the right to accept or reject any and all written quotations and waive irregularities therein, and further reserves the right to award a contract to the lowest responsible service provider(s) that is most favorable, most advantageous, and in the best interest of Independent School District No. 834.
6. Interested parties may contact Kristen Hoheisel at 651-351-8321.

END OF DOCUMENT



INDEPENDENT SCHOOL DISTRICT No. 834
1875 Greeley Street South
Stillwater, Minnesota 55082

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INDEPENDENT SCHOOL DISTRICT No. 834
1875 Greeley Street South
Stillwater, MN 55082

STUDENT TRANSPORTATION SERVICES SPECIFICATION

Independent School District No. 834, Stillwater, Minnesota ("District"), is requesting Written Quotations for the provision of student transportation services herein described. Responsible service providers who meet the District's criteria are requested to submit their Written Quotation for these services, which will be performed under the statutes and regulations of the State of Minnesota, the Minnesota Department of Education, and the District.

DISTRICT PROFILE

Stillwater Area Public Schools – Independent School District No. 834 – has a long and proud tradition. Minnesota's first schoolhouse was built in Stillwater in 1848, a year before Minnesota became a territory. Stillwater became the state's first school district just two years later. The district has a tradition of high expectations, high standards and outstanding achievement. It is also a system dedicated to continuous improvement.

From the first one-room schoolhouse, Stillwater Area Public Schools has grown to serve more than 8,500 students in seven elementary schools (K-5), two middle schools (grades 6-8), one high school (grades 9-12), one transition programming center serving students ages 18 to 21, and an early childhood family center which serves families with young children, from birth to age 5.

The district stretches 30 miles along the St. Croix River from Marine on St. Croix south to Afton, and covers approximately 150 square miles. The district encompasses 18 communities, including: Afton, Bayport, Baytown Township, Grant, a portion of Hugo, Lake Elmo, Lakeland, Lakeland Shores, Lake St. Croix Beach, Marine on St. Croix, May Township, Oak Park Heights, St. Mary's Point, Stillwater, Stillwater Township, West Lakeland Township, Withrow and a portion of Woodbury. The area population is approximately 64,046.

Transportation services are provided to over 8,300 public, non-public and charter school students. Buses are scheduled to make over 3,200 stops every day as they transport students to and from over 20 sites, both within and outside the district. Beginning in 2009, transportation registration is required for Stillwater Area High School students and for all non-public and charter school students yearly. Families may also decline transportation if they will not need to be transported. Students in grades Kindergarten through 10th grade receive annual school safety training. On each school day, District No. 834 schools serve approximately 3,900 meals (lunches). Breakfast is also served in ten (10) school buildings.

Stillwater has built and maintained an exceptional reputation for excellence across the state and nation. Our schools are recognized as a leader in innovative education. Our students and our staff members are consistently recognized for their successes in academics, fine arts and athletics.

The district offers the best of both worlds. It is large enough to provide a wide variety of opportunities for students, while maintaining a personal, caring and individualized education. The district strives to develop learners who are innovative, creative, and prepared for a rapidly changing world. Expectations are high and students of all abilities are challenged, supported and motivated at every level – from early childhood through high school.

We offer learning opportunities for students of all abilities, including exceptional programs for Special Education and Gifted and Talented students. Because of our experience, our expertise, and our size, we are able to offer our learners opportunities to grow and develop at their own pace.

Welcome to a community and a school system built on a solid tradition of excellence!

SECTION I -- GENERAL CONDITIONS

A. **COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES.** All services to be provided and performed by a Contract with Independent School District No. 834 shall comply with applicable rules and regulations adopted by the Minnesota Department of Education, State of Minnesota and the Independent School District No. 834 School Board, presently in effect or now or hereafter adopted and required and the Contractor will be bound by all rules and regulations, local ordinances, or State Laws relating to road conditions and road restrictions or any other subdivision of government.

B. **CONTRACT:** The District intends to execute a contract(s) with the selected service provider(s), which contract will include the scope of services, terms and conditions in these Student Transportation Services Specification, and terms and conditions that may be negotiated with the selected service provider(s). The successful service provider shall enter into a formal contract based on the conditions and specifications as set forth herein, along with the written quotation and all relevant negotiated terms and provisions. Contract may be awarded to one or more contractors. The District reserves the right to waive any informality, to accept or reject in whole all written quotations, to request new written quotations, and to award a contract which in its judgment is in the best interest of the School District. The Board may utilize direct negotiations so long as the original price is not exceeded.

C. **CONTRACT TERM:** The contract shall be for the 2020-2024 school year. Student transportation services provided under this contract will commence August 1, 2020 and terminate July 31, 2024.

1. **District Option to Extend the Term of the Contract:** The School Board reserves the right to renew the contract for additional years. This provision will depend on the District agreeing to rates, agreed at the start of the Contract Term or later negotiated for future option years.

2. It is furthermore understood that terms and conditions are to be reviewed each year and brought into conformance with any changes in the Minnesota Department of Education regulations or State of Minnesota and federal laws.

D. **CONTRACT SECURITY:** The District may require the successful contractor to furnish a performance bond in the amount of 100% of the first year's contract price as security for faithful performance of this contract and for payment of all persons performing labor and furnishing materials in connection with this contract, in accordance with the terms of Minnesota Statutes 2019, Section 574.26.

The School Board reserves the right to waive the performance bond requirement. Cost of the performance bond should be entered in the appropriate line of the written quotation form. The cost should not be included in the written quotation amount. There is a separate line item for the amount.

E. **SCHOOL DISTRICT AGENTS:** For purposes of communication with the School District regarding the transportation services covered by the contract, the Contractor shall contact Kristen Hoheisel, Executive Director of Finance and Operations, or her designee.

F. **EQUAL EMPLOYMENT AND NON-DISCRIMINATION: GENERAL POLICY:** The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The service provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The service provider agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause. The utilization of minority vendors and subcontractors is encouraged, wherever possible, on public contracts.

SECTION II -- REQUIRED SERVICES

A. SERVICE WITHIN THE DISTRICT: The Contractor shall furnish equipment and personnel sufficient to provide daily transportation of District students during the duration of the contract to the designated schools according to a time schedule and routes determined by the District. There shall be no change in any bus route or time schedule without consent of the District. The District is currently reviewing its transportation services in relation to anticipated District budget adjustment recommendations. Generally the scope of transportation services will include:

1. Regular routes (the basic morning and afternoon routes)

It is anticipated that the district will need seventy five to eighty (75-80) route buses during the first year of the contract. The minimum route time will be four or five (4 or 5) hours.

The District transports all secondary students who live one or more miles and all elementary students who live one half mile or more from their place of residence to their school at this time.

By contrast in the 2019-20 school year the District is currently using seventy seven AM and seventy seven PM (77 AM/77 PM) routes with a five (5) hour minimum.

2. Special education transportation routes

It is anticipated that the district will need thirty to thirty five (30-35) Type A route buses and ten to fifteen (10-15) Type III route vehicles during the first year of the contract. Of the buses, a minimum of fifteen (15) will have wheelchair lifts with a maximum of two wheelchair capacity. The minimum route time will be four or five (4 or 5) hours.

By contrast in the 2019-20 school year the District is currently using a total of forty one (41) routes with a four (4) hour minimum. The District is currently using eleven (11) of these for out of district routes with a four (4) hour minimum. These routes include ten (10) Type III vehicles.

3. Midday route runs between the morning and afternoon regular route.

It is anticipated that the district will need a minimum of twenty five (20-25) buses during the first year of the contract for this service. Midday routes will be a minimum of two (2) hours.

4. Extracurricular and field trips

Contractor shall furnish equipment and personnel as required by the School District to provide transportation of students to field trips, athletic events, and other activities as designated by the District. Contractor shall have sufficient buses and drivers available for all trips, especially between the peak afternoon route times of 2:00 p.m. and 3:45 p.m.

Route time for regular, midday and special education routes is calculated from the first pick up to the last drop off. The time taken to travel from the terminal and back to the terminal is not figured in route time. Generally the District does not use a bus for morning or afternoon only; however, the need may arise. Please indicate on the written quotation sheet the cost for a half route.

B. SERVICE OUTSIDE OF THE DISTRICT: Contractor shall furnish equipment and personnel as required by the School District to provide daily transportation of students outside the District for the duration of the contract to such schools in other Districts designated by the District according to the District's needs. At the present time, the District does use other contractors to transport some students who attend programs outside the District, but is under no obligation to continue this service.

C. SUMMER PROGRAM: Contractor shall furnish equipment and personnel as required by District for summer programs.

D. SCHOOL YEAR, STARTING & DISMISSAL TIMES: The school year will be based on one hundred seventy two (172) service days. In the event the school year is lengthened or shortened, through School Board Action or inclement weather the base rate will be adjusted by the daily amount. Please see Appendix A for a listing of the schools.

E. **DISTRICT MILEAGE:** The mileage incurred in recent school years in completing the student transportation services is shown in the following table:

Contractor Equipment		2017-18	2018-19
Learning Year Summer	711	0	0
Open Enrollment Outside District	713	0	0
Achievement and Integration	714	2,342	3,563
Foster Care Transportation Pilot	715	0	0
Noon Kindergarten	716	0	0
Late Activity-Public	717	0	0
Regular/Excess	720	1,107,180	1,071,985
Summer School Regular/Excess	721	0	0
Disabled - Reg/Summer/Between	723	388,151	312,523
Between Bldgs-Public	725	3,335	3,506
Between Bldgs-Non-Public	726	0	0
Spec Trans – Selected Students	728	104,583	87,768
Nonauthorized	733	85,791	74,846
Ineligible (fee-for-service)	737	Included	In Regular
Total		1,691,382	1,554,191
District Equipment			
Achievement and Integration	714	0	51
Regular/Excess	720	0	0
Disabled - Reg/Summer/Between	723	9,679	6,105
Nonauthorized	733	4,762	4,209

The District does own and operate two (2) activity buses and three (3) Type III vehicles. The District reserves the right to add to the number of these vehicles.

F. **PROGRAM GROWTH:** The District reserves the right to increase or decrease the number of buses or Type III vehicles over the life of the contract(s), based on the terms described in this Specification. The cost of the added or reduced buses or vans will be at the unit cost approved in the basic contract(s). Should the program significantly change in scope then either party may request, following provisions in the Contract, that appropriate pricing adjustments be considered.

SECTION III -- REQUIREMENTS FOR SUBMITTING A WRITTEN QUOTATION

1. Written quotations shall be submitted in a plain sealed envelope and shall be plainly marked – Student Transportation Services. Written quotation shall be delivered on or before Friday, December 20, 2019 at 11:00 a.m. to:

Kristen Hoheisel
Executive Director of Finance and Operations
Independent School District No. 834
1875 Greeley Street South, Stillwater, MN 55082

2. Contractors shall furnish three (3) copies of their written quotation, statement and information indicating the type and extent of transportation experience, references, and a list of names of school districts, (public or non-public) previously or presently served,

including dates of service. The contractors are encouraged to submit, with the written quotation, information they deem important

in assisting the School Board in making a decision. A financial statement with bank references may be required and shall be submitted to the School Board if requested.

a. Contractors are required to complete the written quotation form attached to this Specification by providing rates for each service indicated.

b. The District is requesting written quotations for additional services as listed on the written quotation form. In order to qualify for additional services, contractors must be awarded a contract in accordance with terms as outlined in Section I. B.

3. Written quotations should be based on the quantities identified with each service in Section II. A.

4. Any written quotation containing an alteration or erasure of any price contained in the quotation shall be rejected unless the alteration or erasure is initialed by the signer of the quotation.

5. As part of the preparation, the contractors shall fully inform themselves of School District needs by personal visitation and conferences prior to submission of written quotation, and may examine at the offices of the School District or request copies of maps, schedules, current routes and other necessary information available. Any information requested to be sent will be forwarded to all contractors that have indicated an interest. Contractors are strongly encouraged to attend the informational meeting.

SECTION IV -- REQUIRED OPERATIONS AND CONDITIONS

A. VEHICLES:

1. The service provider shall submit a proposed list of buses (service provider-owned) to be used to satisfy this Specification. All equipment must meet all provisions of this General Specification and must conform to all standards and specifications set forth by the State of Minnesota, Minnesota State Patrol, the Minnesota Department of Education, and all Federal laws and regulations. The minimum of 10 buses used on daily routes must have at least a manufacturer's capacity of 77 passengers. Vehicles assigned to daily routes shall be no older at the start of each contract year than:

Conventional buses	-	twelve (12) model years.
Vans	-	twelve (12) model years

At least fifty (50%) percent of the bus equipment, including replacement and stand-by buses, operating in the District shall not be older than eight (8) years old at the start of each contract year nor average more than eight (8) years old.

2. Minimum Bus Seating Capacity. No bus with a seating capacity of less than 71 can be used on regular routes unless approved by the District. The District prefers Type A buses for special transportation services, but will allow a service provider to include properly licensed and equipped Type III vehicles in their written quotation.

3. Spare Vehicles. The contractor shall have on hand a minimum of ten (10%) percent of the required full sized vehicles available as standby buses and ten (10%) percent of the required Type A and ten (10%) percent of the required Type III vehicles to take care of emergencies.

4. All school buses and Type III vehicles used for this service shall be approved by the District.

5. Vehicles must have a current Minnesota Inspection Certificate. Contractor will furnish District with inspection and maintenance records on request.

6. Trailers may be required from the Contractor for extra curricular trips. Trailers may also be provided by the district. Contractor will provide vehicle equipped to pull trailer. If trailer is provided by the district there will be no additional costs for pulling trailer to specified event.

7. Service provider may state the terms upon which the District may purchase or lease the equipment used in the District by the service provider, for the purpose of operating its own system at the expiration or termination of the contract.

B. EQUIPMENT - CAPACITIES:

1. Additional Equipment – Additional equipment such as chair lifts, which may have to be added throughout the year, shall be provided at the unit cost agreed to in the Contract, or as an amendment to the contract upon mutually agreed terms. Equipment, which is unique to meet the needs of an individual student, shall be identified by the School District.
2. Two-Way Radios – All buses will be equipped with two-way radio communication with the contractor's terminal.
3. Video Cameras – The Contractor shall provide video cameras and equipment for the fleet (by vehicle type) with a minimum of sixty percent (60%) year one, seventy percent (70%) year two, eighty percent (80%) years three and four of the contract at the start of each year of the contract. Contractor will be responsible for installation and removal of equipment. Contractor will make all recordings made with this equipment available to the District and keep all material strictly confidential.
4. Crossing Arms – All buses used for to and from school routes will have an operational crossing arm.
5. GPS – All buses will be equipped with a GPS tracking system. The District will be provided access and training for the system at the expense of the contractor. The GPS tracking system must be compatible with Tyler Versatrans Onscreen. Compatible GPS providers include Synovia, Zonar, Checkmate and Tyler Telematics. Should the chosen GPS tracking system prove unreliable, the district reserves the right to assign which GPS provider the contractor shall use.

C. INSURANCE:

1. Successful contractor shall maintain during the life of the contract General Liability insurance (includes bodily injury and property damage), Auto Liability insurance and Umbrella/Excess liability insurance coverage with minimum limits as follows:
 - a) General Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 general aggregate
 - b) Auto Liability Insurance: \$1,000,000 combined single limit
 - c) Umbrella/Excess liability coverage: \$3,000,000 each occurrence
2. Successful contractor shall submit, and annually thereafter during the term of the contract provide, to the District a Certificate of Insurance for General Liability, Auto Liability and Umbrella/Excess liability insurance with Independent School District No.834 listed as additional insured.
3. Worker's Compensation Coverage: Each contractor shall submit with written quotation a Certificate of Insurance for Worker's Compensation Coverage. Successful contractor shall maintain Worker's Compensation coverage during the life of the contract for the protection of the employees in the amount as required by law. A waiver of subrogation in favor of Stillwater Area Public Schools No. 834 shall be included.
4. No liability resulting from a vehicular accident, or any driver or operational negligence will be assumed by the District, its employees or its authorized representatives.

D. SERVICE CONDITIONS:

1. At the present time, the District is responsible for scheduling and routing of the students and buses to school locations that conforms to approved school schedules established by the District. The Contractor will be expected to cooperate with the District in these routing matters as requested.
2. The District uses the VersaTrans computer routing software. The contractor shall furnish hardware at their terminal to accommodate VersaTrans. District will furnish software and training.
3. No unauthorized person shall be allowed in any vehicle while engaged in the transportation of students for the School District. The District reserves the right to assign attendants to any vehicle in the best interest of any student as determined by the District.
4. Drivers will be familiar with routes before starting them. Before the first school day, drivers will make practice runs during

route times of the regular and midday routes. If AM and PM routes differ practice of both routes should be completed.

5. The successful contractor will agree to provide a minimum of twelve (12) hours of in-service time per year for all bus drivers utilized in the performance of the contract including substitute drivers or additional drivers for routes which may be added during the year. Drivers and assistants that drive a wheelchair equipped vehicle will be familiar with proper wheelchair procedures.
6. All accidents and injuries involving vehicles carrying out the terms of this contract shall be reported to the office of Kristen Hoheisel, Executive Director of Finance and Operations. Verbal report shall be immediate and a written report to follow within twenty-four (24) hours.
7. The contractor shall agree to furnish, at no charge, personnel and equipment to assist the District with the required annual student safety training and kindergarten orientation.
8. The contractor shall agree to provide annual Department of Transportation Type III training to district personnel at no charge. The training shall begin in August and be completed by October 31st. A minimum of four (4) sessions shall be offered.

E. FACILITIES:

1. Service provider shall identify on the written quotation form that the District's transportation terminal located at 11530 Hudson Boulevard North, Lake Elmo, MN 55042 to be used to provide services.
2. Should the service provider identify a need for satellite facilities and arrangements within the District, the requirements of these General Specifications are as such:
 - a. The District does not require that route buses be stored under cover.
 - b. Route buses not stored under cover must be equipped to maintain engine temperatures to ensure prompt starting during periods of extremely cold weather. If not stored under cover, sufficient arrangements must be made to ensure the removal of ice and snow from all buses before the start of daily operations and reducing the chances of condensation, window fogging and icing.
 - c. Suitable driver training facilities and equipment shall be provided.
 - d. Bus washing facilities are available for scheduled regular washing to keep vehicles clean and safe.
3. Bus terminal will be staffed during route times so questions from parents and District personnel can be answered quickly and correctly. The bus terminal will have a qualified dispatcher with knowledge of the District.
4. Transportation Terminal – The District owns a transportation terminal at 11530 Hudson Boulevard North, Lake Elmo, MN 55042. A lease agreement (Exhibit A) and service contract must have the same term. Both components must also be awarded to the same service provider. The lease agreement and service contract are non-transferrable.

F. FUEL FOR VEHICLES:

The contractor shall furnish all fuel (gasoline and diesel) to be used in the performance of the Contract. The Contractor and the District shall equally share the fuel price cost increases and decreases during each contract year based on a current, reasonable price index. The "Fuel Price Index" for both diesel and gasoline fuel shall be: \$2.75 to 3.75 per gallon, excluding federal taxes. The Contractor and the District has to share equally (50% each) in the cost increases and decreases above and below the Fuel Price Index.

Each month the contractor shall submit a spreadsheet with the following information:

- Total number of gallons of fuel purchased
- Number of gallons used for other (non contract work) services.
- The cost per gallon without the federal tax.
- The difference between the "Fuel Price Index" and the actual cost, excluding Federal tax.

The contractor shall either invoice the district or credit the district for fifty percent (50%) of the difference. Copies of the fuel invoices will be provided as backup.

G. PERSONNEL:

1. Management and Supervision

A supervisor and necessary support staff shall be required for on-site management at the terminal. The service provider shall be required to have personnel available to respond to all public inquiries and handle all daily transportation concerns. Therefore, unless indicated otherwise, all staff listed are non-driving staff positions unless there is an emergency situation. A list of names and phone numbers will be provided at the start of each year and if changes occur during the year a revised list will be sent.

- a. Manager/Director, and an assistant Manager/Director to act as relief/backup, who has full operational authority to manage all contracted operations. The Manager/Director will have authority to implement all District requests or resolve District problems and complaints. The Manager's/Director's authority may include but not be limited to: adding or changing routes, increasing or reducing the number of contracted vehicles, hiring, reassigning or terminating drivers and staff, policy, procedures, late buses, accidents, emergencies, maintenance and incidents. The Manager/Director will work closely with the District designated administrator to ensure full compliance with all contract requirements. The Manager/Director or assistant will be available, on-site, between 6:00 a.m. and 6:00 p.m. on all school days.
- b. A minimum of seven (7) additional full-time staff are required by the District for safety and appropriate bus operations as follows:
 - 1) Dispatchers – The Contractor must employ at least two (2) full time regular route dispatchers who will dispatch buses, provide daily ongoing assistance to drivers during bus operations in regard to problems, scheduling, routing and be available between 6:00 a.m. and 6:00 p.m. on all school days. The Dispatchers must be present in the dispatch office at all times during bus operations, ready and able to respond to emergencies. This responsibility includes dispatch, route configuration and management, driver assignment, student management, special needs bus management, parent/guardian communications, and District liaison.
 - 2) Special Needs Coordinator/Trainer (can drive) – The Contractor shall employ at least one (1) full time special needs coordinator/trainer and a part-time trainer to act as relief/backup, who will dispatch buses, provide daily ongoing assistance to drivers during bus operations in regard to problems, scheduling, routing and be available between 6:00 a.m. and 6:00 p.m. on all school days.
 - 3) Field Safety Director/Coordinator/Supervisor – The Contractor is required to employ at least one (1) FTE staff, in the capacity of Safety Director/Coordinator/Supervisor, with responsibilities for daily supervision of safe bus operations and the implementation and management of safety programs to include, but not restricted to driver safety training, student school bus safety training, bus evacuation drills, and any other safety efforts deemed necessary by the District or Contractor. The Field Safety Supervisor will work on a full-time basis exclusively on this District contract for safe bus operations and safety training as an employee of the Contractor. The Field Safety Supervisor shall be physically located in the field during bus operations (not driving a bus route) to ensure appropriate supervision of drivers and aides. A support vehicle shall be provided for this position that is equipped with a two-way radio operating on the same radio frequency as route drivers. The Contractor is required to have safety/route supervisory personnel monitor the performance of drivers through route observation and ride-along observations. It is expected that the amount of time spent on street safety/route supervision will correspond to the number of buses under contract to the District. The Contractor shall comply with all safety provisions of these specifications through the supervision of a Field Safety Supervisor/Safety Coordinator/Director.
 - 4) Technician in Charge – The Contractor is required to employ at least one (1) FTE staff.
 - 5) Two Mechanics – The Contractor is required to employ at least two (2) FTE staff.

2. Drivers The service provider shall submit a list of bus driver qualifications, certifications and indications of ability to meet all driver requirements under Minnesota law and regulations. The service provider shall indicate how it proposes to provide the drivers, knowing that driver turnover occurs. A new successful service provider will be required to offer employment to the qualified existing driving staff of the present service provider, provided they meet insurability requirements, state law, and the service provider's established standards.

Drivers shall be carefully chosen based upon their driving skill and character. At the minimum all drivers must also be pre-screened. Service providers shall provide a description of their hiring process and selection criteria.

Each present and prospective bus driver must have his or her traffic and criminal records researched and submit to alcohol and drug screening consistent with applicable state and federal law and District policy. The contractor shall do driver license checks twice a year. These records will be made available to the District upon request.

The successful contractor shall employ only those drivers holding a valid school bus endorsement, who have been thoroughly checked for ability, character, integrity and fitness and who are acceptable to the District. The District reserves the right to comment on the performance of any employee, request reassignment, or removal of a driver from a route, and contractor shall take appropriate steps to improve services.

3. Bus Assistants, Aides and Monitors. The contractor may be required to furnish bus assistants on selected routes. Include hourly rates on the written quotation form. Bus assistant assigned to a wheelchair equipped vehicle will be familiar with proper wheelchair procedures. The District has required bus aides in the past, as needed, and anticipates the same during the period of this contract. If and when the service provider is requested to provide bus aides or monitors, the District will require that each prospective applicant to be hired by the service provider have their criminal records researched and a drug screen completed.

4. Service Provider's Responsibility All Taxes and Payroll Deductions. Service provider will be required to accept liability for payment of all applicable payroll taxes or deductions required by local and federal law, social security, medicare, and unemployment. Service provider shall pay all taxes imposed on any equipment or service to be furnished. District will have no liability for any tax of any kind imposed on the service provider thereon.

H. DRUG AND ALCOHOL TESTING: Contractor shall follow the Federal and State requirements for drug and alcohol testing.

I. NON COMPLIANCE PENALTY:

Unless the non-compliance with the provisions of the Contract or this Specification is the result of a vehicle breakdown, weather severity or an act of God, the District will impose penalties under the following circumstances:

1. A penalty of half the daily rate will be charged for running a route more than 10 minutes late.
2. A penalty of twice the daily rate will be charged for running a route more than 60 minutes late, or if the route is not provided on a school day.
3. A penalty of two hours, or the trip minimum if greater, will be imposed on any extra-curricular or field trip that is 10 minutes late for the scheduled departure at origination or from destination.
4. A penalty of twenty five dollars (\$25) will be imposed for each instance a driver makes an unauthorized stop location change that is not based on immediate hazards. Unauthorized stop locations are those not listed in the driver's route copy. Immediate hazards would include, but are not limited to, blocked roads due to construction equipment, downed trees or power lines, etc.

SECTION V -- BUS DRIVERS RULES OF CONDUCT

The Contractor will be required to strictly adhere to and comply with the applicable laws of the State of Minnesota and federal government, as well as the policies and regulations of the Minnesota Department of Education, Department of Public Safety and Independent School District No. 834 at all times during the term of a contract with Independent School District No. 834, including:

1. All drivers shall hold a valid commercial driver's license with school bus endorsement and shall submit it to the School District upon request.
2. All drivers shall be required to travel over the routes and make the stops according to the timetables designated by the

District.

3. All drivers shall exercise proper care in protecting children from injury and exposure.
4. All drivers shall stop the vehicle at railroad tracks. The driver shall, after stopping the vehicle, personally ascertain that the tracks are clear before crossing.
5. The drivers shall supervise all pupils when they cross the highway before entering and on leaving the school bus.
6. All drivers shall observe and obey all traffic rules and regulations imposed by the State of Minnesota and the various municipalities on all public roads.
7. Each driver shall maintain order among the children at all times when they are being transported to and from school, shall allow them to enter and leave the bus only at such places as designated by the School District and shall report all cases of disobedience, improper conduct, and cases of tardiness to the Principal of the school to which the pupil is transported.
8. No driver shall use profane or indecent language and shall tolerate no such language on the part of the pupils.
9. Drivers shall abstain absolutely from the use of alcoholic beverages on any day when such driver transports children.
10. Each driver will make such daily and weekly reports as may be required by the District regarding the schedules and passengers and incidents en route.
11. All drivers shall report immediately to their supervisor all accidents involving the vehicles operated by the driver during the transportation of pupils. The supervisor shall report such accidents immediately to the Executive Director of Finance and Operations.
12. All drivers shall attend the meetings that may be required by the District.
13. All drivers shall abstain from the use of tobacco when on the school bus or on school grounds and shall allow no children to use tobacco, liquor or other drug forms while being transported in the bus.
14. Drivers will be encouraged to learn the names of students on their bus routes. This leads to better cooperation between driver and students.
15. Drivers will be familiar with School District policy dealing with student conduct on school buses and at school bus stops.
16. Drivers shall not use personal cell phone at any time while bus is in motion or when students are present.

SECTION VI -- BILLING

The contractor shall agree to bill the School District within ten (10) days after the end of each month for services rendered for the previous month. Billing format and invoices will be mutually reviewed and agreed to by the District and Contractor. Payment shall be made within thirty (30) days from date of invoice for services rendered during the previous month.

SECTION VII -- INCLUSION BY REFERENCE AND APPLICABILITY OF LAWS AND MISCELLANEOUS PROVISIONS

A. Anything herein notwithstanding, successful contractor shall comply with applicable provisions of the U.S. Government, Minnesota Motor Vehicle Code, Minnesota Department of Education Rules and Regulations relating to student transportation, the construction, design, operation of equipment and safety accessories for equipment, vehicle codes and other applicable laws, rules and regulations prescribed by Federal, State and County relating to the transportation of the regular and handicapped students.

B. The School District in compliance with the Education Code of the State of Minnesota, the rules, regulations and directives of the Minnesota Department of Education of the State of Minnesota, to safeguard the comfort and safety of the students, in order to provide for the orderly operation of its program shall require strict adherence to the terms of the specifications of the contract to be awarded.

C. The attached written quotation form shall be completed by each person desiring to make a written quotation to the School District.

D. Acceptance of a written quotation by the School District for the transportation contemplated by these specifications shall be reduced to written contract and the successful contractor agrees to execute such contract which will refer and include by reference

these specifications. It is correctly understood that no contract for transportation will be effective until executed by the successful contractor and the School District. The successful contractor shall comply with the School District's adopted transportation regulations which are a part of its administrative code so far as is applicable to the performance of the transportation of students; a copy of which will be made available to any person desiring to submit a written quotation.

E. The contractor shall provide the District with a bid bond, certified check, or company check in the amount of at least fifty thousand (\$50,000) dollars. Bond must be from a reputable bonding company satisfactory to the District. Bond or check shall guarantee that the quotation submitted as to terms, conditions and covenants as specified by service provider/contractor, shall not be withdrawn within 60 days of the opening. The check or bond of the recommended contractor will be retained until a contract is fully executed. The checks of all other contractors will be returned after the School Board has awarded the written quotation.

F. In the event a contract is awarded and there is any dispute whether or not the proposed type of equipment, character of the service, ability and qualifications of the drivers, or any other fact questions shall arise, the School Board or designee shall be the sole judge.

G. The contractor agrees to provide any necessary information to assist the District in reporting requirements.

SECTION VIII -- CONCLUSION

Independent School District No. 834 in compliance with the duties and obligations placed upon it by the Education Laws of the State of Minnesota, the rules, regulations and directions of the Minnesota Department of Education, to safeguard the comfort and safety of the student, in order to provide for the orderly operation of its academic program and educational system, will require strict adherence to the terms of the specifications and of the contract to be awarded, including such specifications particularly but not limited to schedules, adequacy of equipment, maintenance of equipment, employment of qualified personnel, consistent attendance of qualified supervisory personnel, enforcement of rules as to conduct of children while being transported, safety of operation under all conditions and strict and faithful compliance with all rules, regulations, directives and orders of the Board of Education, Superintendent of Schools, and any of their designated personnel, the officials and peace officers of any and all municipalities and of any and all persons or bodies having jurisdiction or control of any subject matter of performance of the contract

Appendix B TO STUDENT TRANSPORTATION SERVICES SPECIFICATION

APPENDIX A TO STUDENT TRANSPORTATION SERVICES SPECIFICATION

Stillwater Area Public Schools
2019-2020

Name/Address/Phone		Name/Address/Phone	
Stillwater Area High School 5701 Stillwater Blvd. N. Stillwater, MN 55082 651.351.8040	7:40-2:10	Brookview Elementary School 11099 Brookview Road Woodbury, MN 55129 651.275.2500	8:40-3:10
St. Croix Valley ALC 5701 Stillwater Blvd. N. Stillwater, MN 55082 651.351.8470	7:40-2:10	Lake Elmo Elementary School 11030 Stillwater Blvd N. Lake Elmo, MN 55042 651.351.6700	8:40-3:10
Transition Oak Park Building 6355 Osman Avenue N Stillwater, MN 55082 651-351-8600	7:45-2:00	Lily Lake Elementary School 2003 W. Willard St. Stillwater, MN 55082 651.351.6800	8:40-3:10
Stillwater Middle School 523 W. Marsh St. Stillwater, MN 55082 651.351.6905	7:50-2:20	Rutherford Elementary School 115 Rutherford Road Stillwater, MN 55082 651.351.6400	8:40-3:10
Oak-Land Middle School 820 Manning Ave. N. Lake Elmo, MN 55042 651.351.8500	7:50-2:20	Stonebridge Elementary School 900 N. Owens St. Stillwater, MN 55082 651.351.8700	8:45-3:15
Afton Lakeland Elementary School 475 St. Croix Trail South Lakeland, MN 55043 651.351.6500	8:40-3:10	Early Childhood Family Center 1111 South Holcombe Stillwater, MN 55082 651.351.4000	7:30-4:00
Andersen Elementary School 309 N. 4th St. Bayport, MN 55003 651.351.6600	8:40-3:10		
Private / Charter Schools			
St Croix Montessori 177 Neal Avenue North Stillwater, MN 55082 651.436.2603	8:30-3:30	Salem Lutheran School 14940 62nd St. N. Stillwater, MN 55082 651.439.7831	9:15-3:40
New Heights Charter School 614 W. Mulberry St. Stillwater, MN 55082 651.439.1962	9:05-3:40	St Croix Preparatory Academy 4260 Stagecoach Trail N Stillwater, MN 55082 651.395.5900	9:30-4:00
St. Croix Catholic School 621 S. Third St. Stillwater, MN 55082 651.439.5581	9:10-3:50		

Stillwater Area Public Schools
Written Quotation Form
2020-2021, 2021-2022, 2022-2023 and 2023-2024

Contractor: Metropolitan Transportation Network
 Date: 5/5/2020

AM-PM Regular Education Routes

Approximate
Route Times
4or5 Hour
Minimum

6:15 AM (start) to 9:30 AM - 2:00 PM to 5:00 PM (end)

	2020-2021	2021-2022	2022-2023	2023-2024
4Hour	\$345.00 PerDay	\$353.63 PerDay	\$362.47 PerDay	\$371.53 PerDay
Additional Charge Over 4 Hours	\$0.00 Per Quarter (1/4) HR	\$0.00 Per Quarter (1/4) HR	\$0.00 Per Quarter (1/4) HR	\$0.00 Per Quarter (1/4) HR
5 Hour	\$345.00 PerDay	\$353.63 PerDay	\$362.47 PerDay	\$371.53 PerDay
Additional Charge Over 5 Hours	\$8.00 Per Quarter (1/4) HR	\$8.20 Per Quarter (1/4) HR	\$8.41 Per Quarter (1/4) HR	\$8.62 Per Quarter (1/4) HR
of, Cost if Only AM or PM Route	60% of Full Route Cost	60% of Full Route Cost	60% of Full Route Cost	60% of Full Route Cost

AM-PM Special Education and Type III Routes

Approximate
Route Times
4Hour
Minimum

6:15 AM (start) to 9:30 AM - 2:00 PM to 5:00 PM (end)

	2020-2021	2021-2022	2022-2023	2023-2024
4Hour rate	\$370.00 PerDay	\$379.25 PerDay	\$388.73 PerDay	\$398.45 PerDay
Additional Charge Over 4 Hours	\$8.00 Per Quarter (1/4) HR	\$8.20 Per Quarter (1/4) HR	\$8.41 Per Quarter (1/4) HR	\$8.62 Per Quarter (1/4) HR
% Cost if Only AM or PM Route	60% of Full Route Cost	60% of Full Route Cost	60% of Full Route Cost	60% of Full Route Cost
Type III 2 hours	\$190 cost for 2 hours	\$194.75 cost for 2 hours	\$199.62 cost for 2 hours	\$204.61 cost for 2 hours
Type III over 2 hrs	\$8.00 Per Quarter (1/4) HR	\$8.20 Per Quarter (1/4) HR	\$8.41 Per Quarter (1/4) HR	\$8.62 Per Quarter (1/4) HR

Midday Routes

Approximate
Route Times
2Hour
Minimum

9:30 AM (start) to 2:00 PM (end)

	2020-2021	2021-2022	2022-2023	2023-2024
2Hour- Bus	\$84.00 PerDay	\$86.10 PerDay	\$88.25 PerDay	\$90.45 PerDay
Additional Charge Over 4 Hours	\$8.00 Per Quarter (1/4) HR	\$8.20 Per Quarter (1/4) HR	\$8.41 Per Quarter (1/4) HR	\$8.62 Per Quarter (1/4) HR

Summer Transportation

2Hour
Minimum

	2020-2021	2021-2022	2022-2023	2023-2024
2Hour- Bus	\$199.00 PerDay	\$203.98 PerDay	\$209.07 PerDay	\$214.30 PerDay
Additional Charge Over 4 Hours	\$0.00 Per Quarter (1/4) HR	\$0.00 Per Quarter (1/4) HR	\$0.00 Per Quarter (1/4) HR	\$0.00 Per Quarter (1/4) HR
2Hour-Type III	\$173.00 PerDay	\$177.33 PerDay	\$181.76 PerDay	\$186.30 PerDay
Additional Charge Over 4 Hours	\$8.00 Per Quarter (1/4) HR	\$8.20 Per Quarter (1/4) HR	\$8.41 Per Quarter (1/4) HR	\$8.62 Per Quarter (1/4) HR

Appendix 1a to Negotiation Documents

Stillwater Area Public Schools

Written Quotation Form Supplemental Charges 2020-21, 2021-2022, 2022-2023 and 2023-2024

Contractor: Metropolitan Transportation Network

Date: 5/5/2020

Out of District Extra Curricular Trips

2 Hour Minimum	2020-2021		2021-2022		2022-2023		2023-2024	
2 Hour- Bus	\$ 178	Per Dav	\$ 182.45	Per Dav	\$ 187.01	Per Dav	\$ 191.69	Per Dav
3 Hour- Bus	\$ 178	Per Dav	\$ 182.45	Per Day	\$ 187.01	Per Day	\$ 191.69	Per Dav
4 Hour- Bus	\$ 240	Per Dav	\$ 246.00	Per Dav	\$ 252.15	Per Dav	\$ 258.45	Per Dav
Additional charge Over 4 Hours	\$ 8	Per Quarter (1/4)HR	\$ 8.20	Per Quarter (1/4)HR	\$ 8.41	Per Quarter (1/4)HR	\$ 8.62	Per Quarter (1/4)HR

Charges commence at point of pick up and end on return to origin.

In District Extra Curricular Trips

2 Hour Minimum	2020-2021		2021-2022		2022-2023		2023-2024	
2 Hour- Bus	\$ 150	Per Dav	\$ 153.75	Per Dav	\$ 157.59	Per Dav	\$ 161.53	Per Dav
Additional charge Over 3 Hours	\$ 8	Per Quarter (1/4)HR	\$ 8.20	Per Quarter (1/4)HR	\$ 8.41	Per Quarter (1/4)HR	\$ 8.62	Per Quarter (1/4)HR

Charges commence at point of pick up and end on return to origin.

NOTE: An additional charge until after 3 hours. Greater than 3 hours will be charged at \$8 per hour.

Other Costs

	2020-2021		2021-2022		2022-2023		2023-2024	
Wheel Chair Lift	\$ 23	Per Day	\$ 23.58	Per Day	\$ 24.16	Per Day	\$ 24.77	Per Day
Bus Monitor	\$ 23	Per Hour	\$ 23.58	Per Hour	\$ 24.16	Per Hour	\$ 24.77	Per Hour
Trailer	\$ 75	Daily Charge	\$ 76.88	Daily Charge	\$ 78.30	Daily Charge	\$ 80.77	Daily Charge
Overnight Charge	\$ 158	Per Night	\$ 161.95	Per Night	\$ 166.00	Per Night	\$ 170.15	Per Night
Under 1 Hour Cancellation Cost	\$ 0	Per Trip	\$ 0	Per Trip	\$ 0	Per Trip	\$ 0	Per Trip

SUBMITTED BY

SIGNATURE

DATE

TASHITA TUFAN
Tashita T. Tufan
7/5/2020

**Stillwater Area Public Schools
Written Tabulation Form
2020 – 2021**

Contractor: _____

Date: _____

**For written quotation comparison, we will use the following formula.
Fill in the rates from Page 13 of Written Quotation Form.**

2020 – 2021		
77 Regular Education Routes @ 5 Hour Rate: \$ _____	X 172 Days	\$ _____
25 Additional Quarter Hours @ Additional Rate: 25 X \$ _____	X 172 Days	\$ _____
41 Special Education Routes @ 4 Hour Rate: \$ _____	X 172 Days	\$ _____
20 Additional Quarter Hours @ Additional Rate: 20 X \$ _____	X 172 Days	\$ _____
21 Midday Routes @ 2 Hour Rate: \$ _____	X 172 Days	\$ _____
6 Additional Quarter Hours @ Additional Rate: 6 X \$ _____	X 172 Days	\$ _____
2020 – 2021 Total		\$ _____

Transportation Services for 2020 – 2021 Total	\$ _____
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Performance Bond Charges to be added to above total if required	\$ _____
Performance Bond Cost: 2020 – 2021	\$ _____
Performance Bond Cost Total: 2020 – 2021	\$ _____

- The Written Tabulation Form will be duplicated for 2021-2022, 2022-2023 and 2023-2024

Stillwater Area Public Schools
Written Comment/Signature Form
2020-2021, 2021-2022, 2022-2023 and 2023-2024

Contractor: _____ **Date:** _____

Facility: Address of terminal to be used to service this contract.

ADDRESS

Exceptions to Written Quotation
Specifications:

Comments:

FIRM

ADDRESS

BY

TITLE

TELEPHONE

SIGNATURE

DATE

**EXHIBIT A TO
STUDENT TRANSPORTATION
SERVICES SPECIFICATION**

Lease Agreement

THIS AGREEMENT is made and entered into as of the _____, by and between Independent School District No. 834 (Stillwater Area Public Schools), Stillwater, Washington County, Minnesota, with its District Office at 1875 Greeley Street South, Stillwater, Minnesota 55082, hereinafter called ("Landlord") and _____, hereinafter called ("Tenant").

1. Premises. In consideration of the rents and covenants contained herein, and subject to the terms of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property located at 11530 Hudson Blvd. N., Lake Elmo, MN 55042.
2. Acceptance of Premises. Tenant accepts the Premises in their present "as is" condition.
3. Term of Agreement. This lease agreement is for a term beginning on August 1, 2020 and ending on July 31, 2024, at which time this lease agreement shall terminate without the necessity of notice by either party.
4. Rent.
 - A. Base Rent. The rent for the Premises shall be \$225,000 per year for four (4) years ("Base Rent") which must be paid by Tenant to Landlord, at an address designated by Landlord, in ten (10) monthly installments of \$22,500. Payment is due within thirty (30) days of invoice date.
 - B. Additional Rent. All other amounts to be paid by Tenant under this Lease, whether to Landlord or to third parties, shall be considered "Additional Rent" and shall be paid by Tenant on a timely basis as required under this Lease.
5. Security Deposit. Landlord has not required a security deposit from Tenant.
6. Utilities. The Tenant is required to have the utilities under their name with the respective utility companies. The Tenant shall timely pay for all charges associated with metered utilities provided to the Premises during the term of this Lease. The Tenant will be responsible for late fees and/or penalties associated with timely payment to the utility company.
7. Electrical. The Landlord will provide electrical connections and site lighting to accommodate all buses and vans stored on site.

8. Maintenance and Repair.

- A. By Landlord. Landlord shall keep the structural elements of the buildings within the Premises in reasonable repair during the term of this Lease, except for any damage caused by the intentional or negligent actions of Tenant or Tenant's agents, employees or guests, which shall be repaired at the sole cost of Tenant. For purposes of this Lease, structural elements shall include the foundation, exterior and load bearing walls serving the buildings within the Premises. Landlord shall maintain the existing fire suppression system. In the event that sprinkler system is modified or becomes temporarily inoperable, Landlord shall promptly notify Tenant and the building insurance carriers on any affected building.
- B. By Tenant. Tenant shall, at Tenant's sole expense, maintain the Premises in a clean, safe and good condition and shall make all repairs (other than to structural elements) necessary to keep the Premises in good condition during the term of this agreement, and shall eliminate any violation of health, safety or building ordinances or regulations that result from acts or omissions by Tenant or Tenant's agents, employees or guests. Tenant's obligations shall include, but not be limited to, the routine maintenance of all heating, ventilation, air conditioning systems, electrical systems, lighting, plumbing systems, floors, interior doors, maintenance doors, garage doors and all other parts of the Premises. Tenant shall be responsible for repairing any damage to structural elements and damage to property of third parties caused by the intentional or negligent act or omission of Tenant, Tenant's employees, agents or guests.

9. Insurance.

- A. Tenant shall purchase, in advance, and carry in full force and affect the following insurance:
- (1) "All risk" property insurance covering the full replacement value of all of Tenant's leasehold improvements, trade fixtures, inventory and personal property within or about the Premises, insuring damage from any cause whatsoever; and
 - (2) Comprehensive general public liability insurance naming Tenant as the insured party, and adding Landlord as an additional insured party, covering all acts of Tenant, its employees, agents, representatives and guests on or about the Premises, containing a contractual liability endorsement, in a combined single limit amount of not less than \$2,000,000, and written on an "occurrence" basis.

- (3) Pollution liability coverage specifically insuring the fuel tank and related appurtenances, naming Tenant as the insured party and adding Landlord as an additional insured party, with coverage in an amount of not less than \$2,000,000 and written on an "occurrence" basis.
 - (4) The insurance policy shall contain a loss payable clause in favor of Landlord which provides that Tenant's right to recover under the insurance shall not be impaired by any acts of omissions of Tenant and Landlord, and that Landlord shall otherwise be afforded all rights and privileges customarily provided to the Tenant under the policy.
- B. Tenant shall provide the other with certificates evidencing that such insurance is in effect throughout the term of this lease.
- 10. Quiet Enjoyment. If Tenant pays the Base Rent and Additional Rent, and complies with all other terms of this Lease, Tenant may use the Premises for the term of this agreement.
- 11. Landlord's Operating Expenses. Tenant shall pay as Additional Rent to Landlord operating expenses for fifty percent (50%) of the cost of landscape and pond maintenance. Payment shall be made either on a monthly basis or on an occurrence basis. Snow removal costs are the sole responsibility of the Tenant. It is the Tenant's responsibility to hire the snow removal contractor. Salt/sand costs are the sole responsibility of the Tenant.
- 12. Use of Premise. Tenant may use the parking and outdoor storage area to park school buses and related equipment. The existing building may be used for shop and office purposes and for such owner purposes as are allowed by applicable zoning ordinances and permits issued by governmental entities with competent jurisdiction.
- 13. Right of Entry. Landlord and Landlord's agents may enter the Premises at reasonable hours to repair or inspect the Premises and perform any work that Landlord decides is necessary. In addition, Landlord may show the Premises to possible or new tenants at reasonable hours during the term of this Lease. The Landlord and Landlord's agents may enter the Premises at any time during an emergency situation.
- 14. Assignment and Subletting by Tenant. Tenant may not assign this Lease, sublease the Premises to any other party or permit any other party to use the Premises or any part of the Premises without the prior written consent of Landlord. Any assignment without Landlord's written consent will not be effective. Any such consent by Landlord shall not be a waiver of Landlord's rights under

this Section as to any subsequent similar action. If Tenant or an allowed assignee of Tenant (which shall then be considered the Tenant for purposes of the balance of this Section) is a corporation, company, partnership or otherwise is not a natural person, and there shall occur any change in the identity of the parties who are the owners of such entity, or who have the power to participate in the management of the affairs of such entity, then Tenant shall so notify Landlord in writing, and Landlord may terminate this agreement by reason of any such event by written notice to Tenant given at any time within ninety (90) days after receipt of the notice of change in identity from Tenant.

15. Alterations. Tenant shall not change the heating, electrical, plumbing, ventilation or air conditioning or make any other changes of or alterations to the Premises without the prior written consent of Landlord. Any alterations made by Tenant must comply with applicable codes and ordinances. Tenant may install its usual trade fixtures provided that they do not interfere with or damage the structural, mechanical or electrical systems of the Premises. Tenants are responsible for all inspections and documentation as they relate to trade fixtures and record keeping. At the expiration or termination of this Lease, Tenant shall promptly remove Tenant's trade fixtures and repair at its own expense any damage to the Premises resulting from their installation or removal.
16. Surrender of Premises. Tenant shall vacate the Premises at the expiration or termination of this Lease and all alterations, additions, improvements and fixtures (other than Tenant's trade fixtures and signs) which have been made or installed by Tenant shall remain as part of the Premises and shall be the sole property of Landlord. When Tenant vacates the Premises, Tenant shall leave the Premises in as good condition as it was when the Lease started, with the exception of reasonable wear and tear. If the Premises are not so surrendered, Tenant shall indemnify Landlord against loss, liability or expense resulting from delay by Tenant in so surrendering the Premises or failure to leave the Premises in the condition required under this rental agreement including, but not limited to, claims made by any succeeding Tenant founded on such delay. Tenant shall surrender all keys to Landlord at the time Tenant vacates the Premises.

If Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new Lease, Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease in so far as the same can be applicable to a month-to-month tenancy, cancelable by either party upon one month's written notice to the other, but with a Base Rent of one hundred and fifty percent (150%) of the amount due prior to the expiration of this Lease.

17. Damage to Premises. If the Premises are destroyed or damaged not due to the fault of Tenant or Tenant's guests, invitees or customers, and the Premises are

unfit for use. Tenant shall not be required to pay rent for the time the Premises cannot be used. If part of the Premises cannot be used, Tenant shall only pay rent for the usable part. If the Premises are damaged or destroyed and the cost of repairing the Premises would exceed thirty percent (30%) of its pre-casualty value (exclusive of land), The Landlord may terminate this Lease within thirty (30) days of the casualty by written notice to Tenant and may elect not to rebuild or repair the Premises, and the rent and other obligations of Tenant under this Lease shall be prorated up to the time of the casualty. If this Lease is not terminated pursuant to this Section, then Landlord shall proceed with reasonable diligence to repair and restore the Premises, provided that Landlord shall not be obligated to spend more money in replacing or repairing the Premises than is available from the proceeds of the insurance policies required to be maintained under this rental agreement.

18. Risk of Loss; Premises Liability. Landlord (including its officers, employees and agents) shall have no liability to Tenant or to those claiming by, through or under Tenant, for any claim relating to injury to or loss of life of persons, or for any damage to, theft of or other loss of property occurring in, on or about the Premises, by whatever cause, and Tenant shall be solely responsible for all such claims.
19. Waiver of Claims and Subrogation. Notwithstanding any other provision in this Lease to the contrary, Landlord and Tenant hereby release one another from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by the insurance required by the Lease, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.
20. Condemnation. If any part of the Premises are taken or condemned for a public or quasi-public use, or any transfer made in lieu of condemnation, and a part of the Premises remains which is suitable for the use contemplated by this Lease, this Lease shall terminate only as to the part so taken and shall continue in full force as to the remaining part. The date of termination as to a part so taken shall be the date on which the condemnor takes title. The rent payable after that date shall be adjusted so that Tenant shall pay only such portion of the rent as the value of the part remaining bears to the total value of the Premises on the date of the taking. If all of the Premises are taken or condemned, or so much is taken that the use by Tenant shall be substantially impaired, Tenant may terminate Lease by written notice to Landlord, and all obligations of Tenant shall be prorated as of the notice of termination. All compensation awarded upon any condemnation or taking shall go to Landlord.

21. Default. If Tenant shall violate either (a) the covenant to pay rent or any other sum due under this Lease and shall fail to comply with such a requirement within ten (10) days after notice of such default has been given to Tenant by Landlord, or (b) any other covenant made by Tenant in this Lease and shall fail to comply or begin and diligently prosecute compliance within fifteen (15) days after being sent written notice of such violation by Landlord, and thereafter attain compliance within a reasonable time, or (c) file a petition in bankruptcy, or be the subject of a filing of such a petition by another party, or make an assignment for the benefit of creditors, then it shall be optional for Landlord to:

- A. Immediately terminate this lease by notice to Tenant. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort. Notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord: (i) the sum of all rental and other indebtedness accrued to date of such termination, plus (ii) the present value (based on a six percent (6 %) capitalization rate) of the total rent due or to become due under this Lease (including all Base Rent and Additional Rent) including any and all renewal terms for which Tenant has exercised its option to renew; or
- B. Declare Tenant's right to possession under this Lease forfeited and the Term ended, and to re-enter the Premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom, and Landlord shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding such re-entry by Landlord, the liability of Tenant for all rents and covenants provided for herein shall not be relinquished or extinguished for the balance of the Term of this Lease.

Tenant shall in either case pay, in addition to the rentals and other sums agreed to be paid hereunder: all expenses incurred by Landlord in performing any of Tenant's obligations under this Lease, re-entering or terminating the Lease, reletting the Premises, collecting sums due and payable by Tenant, and the expense of placing and keeping the Premises in good order and repair. Landlord shall take reasonable steps to mitigate its damages as a result of Tenant's violation of this Lease and Tenant shall receive credit for any amount received by Landlord from other tenants leasing the Premises. .

In the event of default by Tenant, Landlord may, but shall not be obligated to, cure such default for the account of and at the expense of Tenant. If Landlord

incurs any expense in instituting or prosecuting any action to enforce Landlord's rights under the Lease, the sum or sums so paid by Landlord, with interest thereon at the rate of ten percent (10%) per annum from the date of payment, shall be deemed to be Additional Rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the payment of such sums or expenses.

22. Abandonment of Tenant Property. If Tenant fails to remove any of Tenant's personal property, fixtures or equipment at the expiration or termination of this Lease, Landlord may consider such items to have been abandoned by Tenant and Landlord may then dispose of such items in any manner that Landlord thinks is proper, including their retention, sale or destruction, all without liability for such actions to Tenant. Disposal fees related the abandonment of property is the responsibility of the Tenant.
23. Notice. Any notice, demand or request to be given by a party hereto shall be personally delivered, sent by certified mail, or sent via a nationally recognized courier service that issues a receipt, to the other party at the address set forth for that party below (or to such other address as may be designated by notice to the other party), and shall be deemed given upon the earlier of personal delivery, two days after the date postmarked, two days after depositing with such courier for delivery or upon the refusal to accept such service.

Address for Notice to Landlord: 1875 Greeley Street South
Stillwater, MN 55082

Address for Notice to Tenant:

24. Environmental' Requirements. Tenant shall comply with all laws, governmental standards and regulations applicable to Tenant or the Premises in respect to occupational health and safety, hazardous waste and substances and environmental matters. Tenant shall promptly notify Landlord of its receipt of any notice of a violation of any such law, standard or regulation. Tenant agrees to indemnify and hold Landlord harmless from all loss, costs, damage, claim and expense incurred by Landlord on account of Tenant's failure to perform the obligations of this provision; provided, however, that the obligations of Tenant under this provision shall apply only to matters occurring after Tenant takes possession of the Premises under this Lease. Landlord shall be responsible for conditions existing prior to the date Tenant takes possession of the Premises under this Lease. The obligations of Tenant under this provision shall survive the expiration or termination of this Lease as to any such loss, cost, damage,

claim and expense attributable to or arising out of activities or misfeasance of Tenant during the term of this Lease or its extension or renewal.

25. Fuel Storage and Dispensing System. The fuel tank and dispensing system servicing is the responsibility of the Landlord. The fuel quality is responsibility of the Tenant. The fuel tank monthly monitoring and record keeping is the responsibility of the Tenant.
26. Operable Interior Crane. The Landlord is responsible for the maintenance and annual certification of the operable interior crane except for any damage caused by the intentional or negligent actions of Tenant or Tenant's agents, employees or guests, which shall be repaired at the sole cost of Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement this _____ day of January, 2020.

LANDLORD:

Independent School District No. 834

TENANT:

Company awarded bid

By: _____

Kristen Hoheisel,
Executive Director of Finance and
Operations

By: Whitney T. T. T. T.

Date: _____

Date: 06-24-20

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is entered into effective as of the _____ of _____, 2020, by and between **Independent School District No. 834** (Stillwater Area Public Schools), Stillwater, Washington County, Minnesota, with its District Office at 1875 Greeley Street South, Stillwater, Minnesota 55082 ("Tenant") and **Metropolitan Transportation Network, Inc.**, with its principal executive office address at 8260 Hickory Street NE, Fridley, MN 55432 ("Sublessee") (Tenant, and Sublessee being collectively referred to herein as the "Parties," or individually, as a "Party").

In consideration of the mutual covenants and agreements contained herein and other valuable consideration, the parties agree as follows:

1. **Sublease.** Tenant hereby subleases to Sublessee, Tenant's interest in the Premises pursuant to that certain Lease Agreement dated _____, 2020 between Tenant and Minnehaha Properties LLC, a Minnesota limited liability company with its principal executive office address at 2507 Walnut Street, Roseville, Minnesota 55113 ("Landlord"), which Premises consists of real property and improvements located at 5288 Stagecoach Trail North, Oak Park Heights, MN 55082 and at 5280 Stagecoach Trail North, Oak Park Heights, MN 55082, a copy of which Lease is marked Exhibit A, attached hereto, and incorporated by reference herein.
2. **Subleased Premises.** The premises being subleased are the Premises identified in the attached Lease.
3. **Sublessee to Abide by Terms of Lease.** All of the terms and conditions of the Lease are incorporated herein as if fully set forth and Sublessee agrees to abide by all terms and conditions set forth in the Lease. Sublessee covenants and agrees to observe and perform all of the terms, covenants, and conditions to be performed by Tenant, as tenant, under the Lease from after the Commencement Date, and further covenants and agrees not to do or suffer or permit anything to be done which would result in a default under or cause the Lease to be terminated. All of the terms, covenants, and conditions of the Lease are hereby incorporated herein with the same force and effect as if herein set forth in full and wherever the term "Tenant" occurs in the Lease the same shall be deemed to refer to Sublessee and wherever the term "Landlord" occurs in the Lease, the same shall be deemed to refer to Tenant. However, all grace and cure periods specified in the Lease shall, for purposes of determining compliance by Sublessee with the provisions hereof, be each reduced by five (5) days.
4. **Term.** This Sublease shall commence on July 1, 2020 ("Commencement Date"); and this Sublease shall end on the same date as the end of term of the Lease, which the parties acknowledge and agree is June 30, 2021, unless and until it is renewed, in which case this Sublease shall be extended for any Option Term or renewal period exercised under the Lease (collectively, "Sublease Term").

Notwithstanding anything to the contrary in this Sublease, over which conflicting language, if any, this provision shall control: Tenant does not assign or sublease, and shall retain, the sole and exclusive right to exercise the option to extend or renew the Lease.

5. **Rent.** Notwithstanding anything to the contrary contained herein, Sublessee shall pay rent to Tenant as follows:

- a. Base Rent (i.e., net rent) of \$225,000.00 per year, in ten equal monthly installments of \$22,500.00 each payable during the ten months of the school year, i.e., September through June; payment being due within thirty (30) days of invoice date.

Tenant shall have the option at any time to give Sublessee written notice to pay the rent amounts provided for herein directly to Landlord, or directly to Tenant.

6. **Security Deposit.** Sublessee shall pay to Tenant at the time of the execution of this Sublease a Security Deposit equal to one month's Base Rent to secure Sublessee's performance under the terms of this Sublease. Tenant shall hold the deposit, without interest, for the term of the Sublease. The Security Deposit does not need to be segregated by Tenant, and Tenant may, but shall not be obligated to, apply the Security Deposit to cure any default of Sublessee. Tenant shall not pay any interest on the Security Deposit, except and unless required by law. In the event Tenant expends all or any part of the Security Deposit to cure a default, then, on notice from Tenant to Sublessee, Sublessee shall pay to Tenant upon demand an amount sufficient to replenish the Security Deposit. If Sublessee has performed all of its obligations under this Sublease, Tenant shall, within thirty days after the expiration of the Sublease Term, return the Security Deposit, without any interest thereon, to Sublessee.

7. **Improvements.** The Subleased Premises will be delivered to Sublessee in "as-is" condition. Sublessee shall have the right to improve the Subleased Premises, but must obtain prior written approval from both Tenant and Landlord of the plans for, and design of, any such improvement, and the providers of same. Sublessee shall not permit any mechanics' or materialmens' liens to be filed against the Subleased Premises. In the event any such lien is filed, Sublessee shall cause it to be discharged within fifteen (15) days and, upon Sublessee's failure to do so, Tenant shall have the right to discharge such lien and to be reimbursed by Sublessee for the cost thereof, which reimbursement shall be required by Sublessee upon Tenant's demand. Further, Sublessee shall hold and save Tenant harmless and indemnify Tenant of and from any and all loss, cost, damage, injury, or expense, including attorneys' fees, arising out of or in any way related to said improvements.

8. **[RESERVED]**.

9. **Permitted Use.** Sublessee agrees that it will use the Subleased Premises only for the purposes permitted under the Lease, i.e., to operate a school bus terminal and to store, maintain and repair school busses, and for no other use or purpose.

10. **Utilities.** Sublessee shall pay all costs and expenses for any utilities provided to the

Subleased Premises. Sublessee shall have said utilities put in its own name, and shall provide Tenant with copies of the invoices and proof of payment thereof.

11. **Notice.** Any notice, demand or request to be given by a party hereto shall be personally delivered, sent by certified mail, or sent via a nationally recognized overnight courier service that issues a receipt, to the other party at the address set forth for that party below (or to such other address as may be designated by notice to the other party), and shall be deemed given upon the earlier of personal delivery, two days after the date postmarked, one day after depositing with such overnight courier for delivery on an overnight basis, or upon the refusal to accept such service:

Notices to Tenant:	Chairman of the School Board and Executive Director of Finance and Operations Stillwater Area Public Schools 1875 Greeley Street South Stillwater, Minnesota 55082
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Notices to Contractor:	Tashitaa Tufaa President/CEO Metropolitan Transportation Network, Inc., 8260 Hickory Street NE Fridley, MN 55432
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Each party shall have the right to designate by notice in writing, from time to time, any other address to which such party's notice is to be sent.

12. **Insurance.** Sublessee shall maintain the insurance required in the Lease, provided, however, that all rights and benefits specified for Landlord pursuant to the Lease shall apply to and inure to the benefit of Landlord and Tenant. Sublessee shall cause Tenant and Landlord to be named as additional insureds in said policy or policies which shall contain provisions that it or they will not be cancelable upon except upon at least thirty (30) days' prior notice to all insureds and that the act or omission of one insured will not invalidate the policy as to the other insureds. At the time of execution of this Sublease, Sublessee shall deliver to Tenant a certificate of insurance evidencing said insurance coverage.
13. **Default by Sublessee.** In the event that Sublessee fails to fulfill any of the terms, obligations, covenants, and conditions of this Sublease, or fails to perform any of the terms, obligations, covenants, and conditions of the Lease with respect to the Subleased Premises, subject, in either case, to a cure period five days shorter than as provided in the Lease for such a default, such occurrence shall be an event of default and Tenant shall have any and all rights and remedies available to it at law and equity, including all of the rights and remedies of Landlord described in the Lease, which are hereby incorporated herein and made a part hereof with the same force and effect as if herein specifically set forth in full.
14. **Performance by Landlord.** In the event Landlord shall fail to perform any of the terms,

covenants, and conditions contained in the Lease on its part to be performed, Tenant shall be under no obligation of liability whatsoever to Sublessee arising therefrom. Tenant shall, however, fully and promptly cooperate with Sublessee, at no cost to Tenant, in seeking to obtain the performance of Landlord under the Lease. In any event, Sublessee shall not be allowed any abatement or diminution of rent or additional rent under this Sublease because of Landlord's failure to perform any of its obligations under the Lease. Notwithstanding the foregoing, if Tenant receives an abatement or diminution of rent or additional rent from Landlord that relates to the Subleased Premises, Sublessee shall be entitled, after deducting from such amount a proportionate share of all expenses incurred by Tenant in connection with the obtainment of such abatement or diminution, as the case may be, to a proportional abatement or diminution of Base Rent or Additional Rent.

15. **Assignment / Subletting.** Sublessee shall not have the right to assign or transfer any interest in this Sublease without the prior, written consent of Tenant and Landlord, which consent may be withheld for any reason; or further sublet the Subleased Premises without the prior, written consent of Tenant and Landlord.
16. **Surrender of Subleased Premises.** On the date upon which the term hereof shall expire or come to an end, Sublessee, at Sublessee's sole cost and expense, shall quit and surrender the Subleased Premises to Tenant in the same condition as Tenant is delivering them to Sublessee, ordinary wear and tear accepted. If Sublessee retains possession of the Subleased Premises after the Term of this Sublease expires, the Sublessee shall indemnify and hold Tenant harmless for any costs and damages Tenant incurs as a result of such holdover.
17. **Subordination.** Sublessee shall execute promptly any instrument that Landlord may request to confirm that this Sublease is superior or subordinate in lien to any mortgage of the property in which the Subleased Premises are located. In the event of a foreclosure of a mortgage covering said property, at the request of the mortgagee or the purchaser at the foreclosure sale, Sublessee shall attorn to such mortgagee or purchaser.
18. **Subrogation.** In the event of loss or damage to the Premises, each Party will look first to any insurance in its favor before making any claim against the other Party. If permitted by its insurers, each Party will obtain for each policy in effect a provision permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance. In addition, each Party, its agents, employees or guests, to the extent permitted for itself and its insurers, waives all such insured claims against each other Party.
19. **Sublease Consent.** This Sublease shall become effective only if the written consent hereto of Landlord is obtained. If such written consent is not obtained then this Sublease shall be void and of no force or effect.

20. **No Additional Waiver by Landlord.** Tenant and Sublessee acknowledges and agree that Landlord's consent to this Sublease shall not be deemed a waiver of Landlord's rights to consent, or withhold consent to future assignments of the Lease or subleases.
21. **Brokerage.** Tenant and Sublessee warrant, each to the other, that neither they, nor their officers or agents, nor any one acting on their behalf, has dealt with any real estate broker in the marketing of the Premises, nor in connection with the negotiating and making of this Lease. Tenant and Sublessee agree to indemnify and hold each other harmless from all liabilities, costs, demands, judgments, settlements, claims and losses, including reasonable attorneys' fees and costs, incurred by either as the result of a breach of this provision.
22. **Inconsistency.** In the event of any inconsistency between the terms of the Lease incorporated herein by reference and any of the other terms, conditions, or provisions of this Sublease, such inconsistency:
- a. if it relates to obligations of or restrictions on Sublessee, will be resolved in favor of that obligation or restriction which is more restrictive of Sublessee, as the case may be;
 - b. if it relates to the rights of or benefits to be conferred on Sublessee, will be resolved in favor of the Lease.
23. **Venue / Mediation** In the event of a dispute between Tenant and Sublessee regarding this Sublease, the parties shall first attempt mediation before filing a lawsuit, unless the party filing suit has a reasonable concern regarding an applicable statute of limitations deadline. Any resulting litigation will be venued in the District Court in Washington County, Minnesota

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

THE NEXT PAGE IS A SIGNATURE PAGE.

IN WITNESS WHEREOF, the parties have respectively executed this Sublease.

TENANT

Independent School District No. 834

By: _____
Name: _____
Title: _____
Date: _____

SUBLESSEE

Metropolitan Transportation Network, Inc.

By: Tashita Tufaa
Name: TASHITAA TUFAA
Title: President and CEO
Date: 06-24-20

CONSENT OF LANDLORD

Pursuant to Paragraph 13 of that certain Lease Agreement ("Lease") between Minnehaha Properties LLC, a Minnesota limited liability company with its principal executive office address at 2507 Walnut Street, Roseville, Minnesota 55113 ("Landlord"), and Independent School District No. 834 with its District Office at 1875 Greeley Street South, Stillwater, Minnesota 55082 ("Tenant") for property located at 5288 Stagecoach Trail North, Oak Park Heights, MN 55082 and at 5280 Stagecoach Trail North, Oak Park Heights, MN 55082, Landlord hereby provides its prior written consent to the Sublease Agreement between Tenant and Metropolitan Transportation Network, Inc., with its principal executive office address at 8260 Hickory Street NE, Fridley, MN 55432, to which this Consent of Landlord is attached.

This consent by Landlord shall not be a waiver of Landlord's rights to consent to any further proposed assignment of subletting of the Premises described in the Lease.

Dated this _____ day of _____, 2020.

LANDLORD

Minnehaha Properties LLC

By: _____
Name: _____
Title: _____



Agenda Item VII. H.
Date Prepared: June 23, 2020
ISD 834 Board Meeting

Item for Action: Youth Services Bureau, Inc. 2020-2021 Agreements

Meeting Date: June 25, 2020

Contact Person: Ms. Rachel Larson, Director of Learning and Student Engagement

Background:

Three agreements presented for approval with Youth Services Bureau, Inc. These agreements are for the purpose of providing crisis response to students and staff, chemical health prevention and counseling support services to students and community, and mental health counseling and related services to students in the Stillwater Area Public Schools.

Recommendation:

Administration is recommending the board approve the agreements.

Motion by: _____ ***Seconded by:*** _____ ***Vote:*** _____

EXPENDITURE APPROVAL FORM

Fiscal Year 2019-2020

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$50,000.

☐ This is a staffing increase due to student need/count. This form will only show as a consent item for the board.

REQUESTED BY: Rachel Larson

DATE: June 25, 2020

DESCRIPTION OF REQUEST (Purpose, Intent, Reasoning)

Youth Services Bureau, Inc. has been in partnership with the district for over a decade. The attached contracts are not new or additional services but are the continuation of services that YSB, Inc. has been providing. These contracts are for FY21 and the 2020-2021 school year. Because these are continuing services, they are already accounted for in the budget.

Three separate contract agreements are attached:

- I. Alternative Learning Center Mental Health Counseling- \$7,000
- II. Chemical Health Prevention and Counseling Support Services- \$50,946
- III. Crisis Response- \$2,500 per day (as requested in time of additional support needed)

FINANCIAL IMPACT

Anticipated expense: \$57,946

Budget Impacted: FY21

Is This a One-Time Expenditure?

☐ **Yes**, once implemented there will be no ongoing costs

☒ **No**, it will need to be funded indefinitely

☐ **No**, it will need to be funded for fiscal years

Is there an off-setting revenue source(s)?

☐ **Yes** ☒ **No** List Source(s):

NEXT STEPS (measurement and/or follow up)

The contracts will be signed and services will be provided for the 2020-2021 school year.

AGREEMENT TO PROVIDE SERVICES IN STILLWATER AREA SCHOOL DISTRICT

This agreement is made and entered into by and between the Stillwater Area Public School District, ISD 834 ("School District") and Youth Service Bureau, Inc. ("Contractor"), on the _____ day of _____, 2020 for the period from July 1, 2020 to June 30, 2021 for the purpose of providing **Crisis Response** and related support services to students and staff in Stillwater Area Public Schools.

WEAREAS, "Contractor" is a nonprofit organization, committed to assisting students experiencing emotional and behavioral issues and providing crisis support related services to children, families and individuals and provides crisis support counseling services in Stillwater Area Public Schools and

WHEREAS, "School District" is willing and has the authority to enter into an Agreement to provide physical space and support for "Contractor" to provide services to students enrolled in Stillwater Area Public Schools

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE "SCHOOL DISTRICT" AND "CONTRACTOR" AS FOLLOWS:

I. Contractor's Obligations

- A. Contractor shall send a team of qualified staff to provide support and direct services to students and staff in response to an unexpected death or similar crisis situation, upon request by identified key school leadership.
- B. Stillwater area students between the ages of five and eighteen (or older if still in high school) will be eligible for these emergency services.
- C. Contractor shall be available and onsite at the start of the school day, or when requested, and remain until after the school day ends.
- D. Contractor shall provide crisis support services as needed to administration, faculty, other school personnel, students and/or student families.
- E. Contractor shall cancel existing appointments and obligations, to the degree possible, to facilitate the immediate crisis response services.

II. School District Obligations

- A. The Sole obligation of the School District under this and any agreement relating to Contractor shall be to provide a private and confidential space for the provision of crisis response services in the Stillwater Area Public Schools.
- B. The School District shall authorize a school building Administrator, or that person's authorized designee, to request the 'Contractor' to send a qualified team of staff to their school.
- C. The individuals to provide support services for Contractor staff delivering crisis response services may include School District volunteers and the following District employees: Assistant Principals, secretarial staff or counselors, who shall be hired, assigned directed, supervised, evaluated, compensated, disciplined or terminated by the School District as School District employees according to the applicable School District collective bargaining agreements and School Board policies.

- D. This agreement shall not be construed to give rise to any employment relationship between Contractor nor any School District employee assigned by the School District to work in support of this partnership.

III. Cost of Delivery of Purchased Services

The total amount to be paid to the Contractor for services purchased under this agreement shall not exceed \$2,500 per day. For these services the District agrees to authorize that the 'Contractor' submit an invoice to the District for each approved Crisis Response service day requested.

IV. Evaluation, Reporting and Information Requirements

The Contractor agrees to reasonable evaluations of its programs, employees and volunteers and to make available for review by the School District if so requested. The Contractor agrees to comply with all reporting requirements as assigned by law, rule, or contract by the State of Minnesota and Washington County. The Contractor further agrees to abide by all laws and rules regarding confidentiality and data practices. The Contractor agrees to provide necessary information allowed by law and deemed necessary by the District on referred cases.

V. Property Ownership

Any property or equipment purchased by the School District for use by Contractor's staff shall remain the property of the School District and shall be returned to the School District upon termination of this agreement or the dissolution of Contractor.

VI. Data Practices

Nothing in this agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. It is understood and agreed by the parties to this agreement that Contractor shall collect, receive, store, use, maintain or disseminate records relating to the services provided in Stillwater Area Public Schools and the District shall not have access to those records. To the extent this contract obligates and authorizes Contractor to perform any of the functions which the District performs, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and contractor must comply with those requirements as if it were a government entity. The remedies in Minn. Stat. § 13.08 also apply to the Contractor.

VII. Record Disclosures/Monitoring

Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time

during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of three years from the date of termination of this agreement.

VIII. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the School District, its officers, employees, and agents for all claims arising out of the Contractor's activities related to the services provided under this agreement up to the liability limits set forth in Minn. Stat. § 466.04. The School District will indemnify the Contractor for and against liability up to the liability limits set forth in Minn. Stat. § 446.04. No other provision of this agreement shall serve to limit in any way the obligations of the Contractor to indemnify and defend the School District under this clause.

IX. Insurance Requirements

The Contractor agrees that in order to protect itself, as well as the School District, from claims arising out of Contractor's activities under this agreement, it will at all times during the term of this agreement keep in force policies of insurance providing the following liabilities: professional liability insurance policy in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; comprehensive general liability insurance policy in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; One Million Dollars (1,000,000) property damage; automobile insurance, including non-owned and hired autos, in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; and One Million (1,000,000) property damage. The Contractor further agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing coverage listed herein shall be provided to the School District prior to the effective date of this contract.

X. Term

This agreement shall commence on the date indicated below and shall remain in effect through June 30, 2021 unless Contractor and School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this agreement shall be sent to:

For the School District:

Rachel Larson
Dir. of Learning and Student Engagement
Stillwater Area Public Schools
1875 South Greeley Street

Stillwater, Minnesota 55082

For The Contractor:

Michael Huntley, M.A., LP
Interim Executive Director
Youth Service Bureau, Inc.
6120 Oren Ave. No.
Stillwater, MN 55082

XI. Nondiscrimination

During the performance of this agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

XII. Independent Contractor

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the School District. No tenure or any rights or benefits, including Workers Compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to School District employees shall accrue to the Contractor or employees of the Contractor performing services under this agreement.

XIII. Renewal

The parties to this agreement may renew this agreement in two-year increments by executing a written renewal agreement at least sixty (60) days prior to the expiration of the agreement or any subsequent renewal period, subject to the same terms and conditions of this agreement.

XIV. Assignment

Neither party to this agreement shall assign, delegate, or transfer any rights or obligations under this agreement without the prior written consent of the other party.

XV. Dissolution of Contractor

In the event the Contractor dissolves or ceases to operate or function, or ceases to provide crisis support counselor services in Stillwater Area Public Schools, the School District shall have no responsibility for continuing to provide support for Contractor or its employees, nor shall it have any responsibility for any obligations assumed by or agreements entered into by Contractor.

XVI. Conditions of the Parties' Obligation

This agreement may be cancelled by either party at any time, with, or without cause, upon 30 days' notice, in writing, delivered by mail, or in person. Any alterations, variations, modifications, or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this agreement.

XVII. Compliance with Law

The Contractor shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted insofar as they relate to the Contractor's performance of the provisions of this agreement.

XVIII. Firearms

Unless specifically required by the terms of this agreement, no provider of services pursuant to this contract, including, but not limited to, employees, agents, or subcontractors of the Contractor shall carry or possess a firearm on School District premises. Violation of this provision shall be considered a substantial breach of the agreement. Violation of this provision is grounds for immediate suspension or termination of this contract, without notice, pursuant to Section 12.

XIX. Savings Clause

If any section of this agreement is found to be invalid or not enforceable, the remainder of the agreement will remain in force and binding.

XX. Governing Law

The laws of Minnesota shall govern the interpretation and prosecution of this agreement.

XXI. Notices

If any official correspondence concerning this agreement needs to be communicated to the other party, the following shall be deemed the effective addresses:

As to the School District:	Stillwater Area Public Schools 1875 South Greeley Street Stillwater, MN 55082
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As to Youth Service Bureau:	Youth Service Bureau, Inc. 6120 Oren Ave, No. Stillwater, MN 55082
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XXII. Amendments

This agreement may only be amended in writing by the mutual agreement of the parties.

Entire Agreement

Attachments and References – The Contractor agrees to provide the enumerated services in Exhibit A, which is attached and incorporated herein by reference.

IN WITNESS WHEREOF, Stillwater Area Public Schools and Youth Service Bureau, Inc. have executed this agreement this _____ day of _____, 2020.

Stillwater Area Public Schools

Dir. of Learning and Student Engagement

Date: _____

Superintendent

Date: _____

Youth Service Bureau, Inc.

Interim Executive Director

Date: _____

Contact Information

Contact Person:

Address:

Phone:

E-Mail:

Web Address:

Michael Huntley, Program Director
Youth Service Bureau, Inc.
6120 Oren Ave. No.
Stillwater, MN 55082
651-439-8800
mike.huntley@ysb.net
www.ysb.net

AGREEMENT TO PROVIDE SERVICES IN STILLWATER AREA SCHOOL DISTRICT

This agreement is made and entered into by and between the Stillwater Area Public School District, ISD 834 ("School District") and Youth Service Bureau, Inc. ("Contractor"), on the _____ day of _____, 2020 for the period from July 1, 2020 to June 30, 2021 for the purpose of providing 1.5 full-time equivalent (FTE) of **chemical health prevention and counseling support services**, and related services to students and community in Stillwater Area Public Schools.

WEAREAS, "Contractor" is a nonprofit organization, committed to assisting students experiencing substance use and abuse issues and providing chemical health related services to children, families and individuals and provides chemical health prevention and clinical services in Stillwater Area Public Schools and

WHEREAS, "School District" is willing and has the authority to enter into an Agreement to provide physical space and support for "Contractor" to provide services to students enrolled in Stillwater Area Public Schools and their families

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE "SCHOOL DISTRICT" AND "CONTRACTOR" AS FOLLOWS:

I. Contractor's Obligations

- A. Contractor shall provide preventive support services, screening and direct services to clients as assigned; maintain records as directed according to agency procedures.
- B. Stillwater area students between the ages of thirteen and eighteen (or older if still in high school) and their family members will be eligible for services.
- C. Contractor shall be available to see clients one evening each week and two late afternoons as needed.
- D. Contractor shall provide Public Speaking: specific chemical health related topics as well as representing the Contractor in public settings.
- E. Contractor shall participate in planning and implementing special projects as assigned by the Directors, including outcomes measurement.
- F. Contractor shall participate in regular clinical supervision and consultation meetings.
- G. Contractor shall maintain ongoing contact with referral sources to ensure consistent follow-up occurs and that client and community needs are identified and addressed.
- H. Contractor shall communicate with Rachel Larson (or their designees) regarding any operational or service changes being considered.

II. School District Obligations

- A. The School District shall provide private and confidential space for the provision of chemical health services in the Stillwater Area Public Schools, and to provide approved internet access for YSB staff to be able to connect to their secured information processes and equipment using YSB devices.

- B. The School District will allow YSB Chemical Health staff to connect to the school e-mail list-serve to facilitate internal communications with school staff.
- C. The School District shall assign a site administrator/manager, employed by the School District to oversee the support components. The administrator/manager shall have a K-12 principal's license or director of special education license.
- D. The individuals to provide support services for Contractor staff delivering chemical health services may include School District volunteers and the following District employees: Assistant Principals, secretarial staff or counselors, who shall be hired, assigned directed, supervised, evaluated, compensated, disciplined or terminated by the School District as School District employees according to the applicable School District collective bargaining agreements and School Board policies.
- E. This agreement shall not be construed to give rise to any employment relationship between Contractor or any School District employee assigned by the School District to work in support of this partnership.

III. Cost of Delivery of Purchased Services

The total amount to be paid to the Contractor for services purchased under this agreement shall be \$50,946.00. For these services the District agrees to make semi-annual payments to the Contractor of \$25,473.00 on or about October 1, 2020, and March 1, 2021.

IV. Evaluation, Reporting and Information Requirements

The Contractor agrees to reasonable evaluations of its programs, employees and volunteers and to make available for review by the School District if so requested. The Contractor agrees to comply with all reporting requirements as assigned by law, rule, or contract by the State of Minnesota and Washington County. The Contractor further agrees to abide by all laws and rules regarding confidentiality and data practices. The Contractor agrees to provide necessary information allowed by law and deemed necessary by the District on referred cases.

V. Property Ownership

Any property or equipment purchased by the School District for use by Contractor's staff shall remain the property of the School District and shall be returned to the School District upon termination of this agreement or the dissolution of Contractor.

VI. Data Practices

Nothing in this agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. It is understood and agreed by the parties to this agreement that Contractor shall collect, receive, store, use, maintain or disseminate records relating to the services provided in Stillwater Area Public Schools and the District shall not have access to those records. To the extent

this contract obligates and authorizes Contractor to perform any of the functions which the District performs, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and contractor must comply with those requirements as if it were a government entity. The remedies in Minn. Stat. § 13.08 also apply to the Contractor.

VII. Record Disclosures/Monitoring

Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of three years from the date of termination of this agreement.

VIII. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the School District, its officers, employees, and agents for all claims arising out of the Contractor's activities related to the services provided under this agreement up to the liability limits set forth in Minn. Stat. § 466.04. The School District will indemnify the Contractor for and against liability up to the liability limits set forth in Minn. Stat. § 446.04. No other provision of this agreement shall serve to limit in any way the obligations of the Contractor to indemnify and defend the School District under this clause.

IX. Insurance Requirements

The Contractor agrees that in order to protect itself, as well as the School District, from claims arising out of Contractor's activities under this agreement, it will at all times during the term of this agreement keep in force policies of insurance providing the following liabilities: professional liability insurance policy in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; comprehensive general liability insurance policy in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; One Million Dollars (1,000,000) property damage; automobile insurance, including non-owned and hired autos, in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; and One Million (1,000,000) property damage. The Contractor further agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing coverage listed herein shall be provided to the School District prior to the effective date of this contract.

X. Term

This agreement shall commence on the date indicated below and shall remain in effect through June 30, 2021 unless Contractor and School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this agreement shall be sent to:

For the School District:

Rachel Larson
Director of Learning and Student Engagement
Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, Minnesota 55082

For The Contractor:

Mike Huntley
Interim Executive Director
Youth Service Bureau, Inc.
6120 Oren Ave. N.
Stillwater, MN 55082

XI. Nondiscrimination

During the performance of this agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

XII. Independent Contractor

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the School District. No tenure or any rights or benefits, including Workers Compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to School District employees shall accrue to the Contractor or employees of the Contractor performing services under this agreement.

XIII. Renewal

The parties to this agreement may renew this agreement in two-year increments by executing a written renewal agreement at least sixty (60) days prior to the expiration of the agreement or any subsequent renewal period, subject to the same terms and conditions of this agreement.

XIV. Assignment

Neither party to this agreement shall assign, delegate, or transfer any rights or obligations under this agreement without the prior written consent of the other party.

XV. Dissolution of Contractor

In the event the Contractor dissolves or ceases to operate or function, or ceases to provide chemical health counselor services in Stillwater Area Public Schools, the School District shall have no responsibility for continuing to provide support for Contractor or its employees, nor shall it have any responsibility for any obligations assumed by or agreements entered into by Contractor.

XVI. Conditions of the Parties' Obligation

This agreement may be cancelled by either party at any time, with, or without cause, upon 30 days' notice, in writing, delivered by mail, or in person. Any alterations, variations, modifications, or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this agreement.

XVII. Compliance with Law

The Contractor shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted insofar as they relate to the Contractor's performance of the provisions of this agreement.

XVIII. Firearms

Unless specifically required by the terms of this agreement, no provider of services pursuant to this contract, including, but not limited to, employees, agents, or subcontractors of the Contractor shall carry or possess a firearm on School District premises. Violation of this provision shall be considered a substantial breach of the agreement. Violation of this provision is grounds for immediate suspension or termination of this contract, without notice, pursuant to Section 12.

XIX. Savings Clause

If any section of this agreement is found to be invalid or not enforceable, the remainder of the agreement will remain in force and binding.

XX. Governing Law

The laws of Minnesota shall govern the interpretation and prosecution of this agreement.

XXI. Notices

If any official correspondence concerning this agreement needs to be communicated to the other party, the following shall be deemed the effective addresses:

As to the School District: Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, MN 55082

As to Youth Service Bureau: Youth Service Bureau, Inc.
6120 Oren Ave. N.
Stillwater, MN 55082

XXII. Amendments

This agreement may only be amended in writing by the mutual agreement of the parties.

IN WITNESS WHEREOF, Stillwater Area Public Schools and Youth Service Bureau, Inc. have executed this agreement this _____ day of _____, 2020.

Stillwater Area Public Schools

Superintendent

Date: _____

Director of Learning and Student Engagement

Date: _____

Youth Service Bureau, Inc.

Interim Executive Director

Date: _____

AGREEMENT TO PROVIDE SERVICES IN STILLWATER AREA SCHOOL DISTRICT

This agreement is made and entered into by and between the Stillwater Area Public School District, ISD 834 ("School District") and Youth Service Bureau, Inc. ("Contractor"), on the _____ day of _____, 2020 for the period from July 1, 2020 to June 30, 2021 for the purpose of providing **mental health counseling** and related services to students in Stillwater Area Public Schools attending the **Alternative Learning Center**.

WEAREAS, "Contractor" is a nonprofit organization, committed to assisting students experiencing mental health issues and providing mental health related services to children, families and individuals and provides mental health counseling services in Stillwater Area Public Schools and

WHEREAS, "School District" is willing and has the authority to enter into an Agreement to provide physical space and support for "Contractor" to provide services to students enrolled in Stillwater Area Public Schools

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE "SCHOOL DISTRICT" AND "CONTRACTOR" AS FOLLOWS:

I. Contractor's Obligations

- A. Contractor shall provide screening and direct services to clients as assigned; maintain records as directed according to agency procedures.
- B. Stillwater area students, attending the ALC, between the ages of thirteen and eighteen (or older if still in high school) and their family members will be eligible for services.
- C. Contractor shall be available one day each week at the ALC school.
- D. Contractor shall provide mental health support services.
- E. Contractor shall participate in planning and implementing special projects as assigned by the Directors, including outcomes measurement.
- F. Contractor shall participate in regular clinical supervision and consultation meetings.
- G. Contractor shall maintain ongoing contact with referral sources to ensure consistent follow-up occurs and that client and community needs are identified and addressed.

II. School District Obligations

- A. The School District shall provide a private and confidential space for the provision of mental health services in the Stillwater Area Public Schools, namely the ALC.
- B. The School District shall optionally assign a site administrator/manager, employed by the School District to oversee the support components. The administrator/manager shall have a K-12 principal's license or director of special education license.
- C. The individuals to provide support services for Contractor staff delivering mental health services may include School District volunteers and the following District employees: Assistant Principals, secretarial staff or counselors, who shall be hired, assigned directed, supervised, evaluated, compensated, disciplined or

terminated by the School District as School District employees according to the applicable School District collective bargaining agreements and School Board policies.

- D. The School District will provide Contractor staff with a school ID badge and approved access to District Internet signal for purposes of connecting back to Contractor's secure VPN for record-keeping and case-management using YSB issued devices.
- E. This agreement shall not be construed to give rise to any employment relationship between Contractor or any School District employee assigned by the School District to work in support of this partnership.

III. Cost of Delivery of Purchased Services

The total amount to be paid to the Contractor for services purchased under this agreement shall be \$7,000. For these services the District agrees to make payment to the Contractor of \$7,000 on or about October 15, 2020.

IV. Evaluation, Reporting and Information Requirements

The Contractor agrees to reasonable evaluations of its programs, employees and volunteers and to make available for review by the School District if so requested. The Contractor agrees to comply with all reporting requirements as assigned by law, rule, or contract by the State of Minnesota and Washington County. The Contractor further agrees to abide by all laws and rules regarding confidentiality and data practices. The Contractor agrees to provide necessary information allowed by law and deemed necessary by the District on referred cases.

V. Property Ownership

Any property or equipment purchased by the School District for use by Contractor's staff shall remain the property of the School District and shall be returned to the School District upon termination of this agreement or the dissolution of Contractor.

VI. Data Practices

Nothing in this agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. It is understood and agreed by the parties to this agreement that Contractor shall collect, receive, store, use, maintain or disseminate records relating to the services provided in Stillwater Area Public Schools and the District shall not have access to those records. To the extent this contract obligates and authorizes Contractor to perform any of the functions which the District performs, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and contractor must comply with those

requirements as if it were a government entity. The remedies in Minn. Stat. § 13.08 also apply to the Contractor.

VII. Record Disclosures/Monitoring

Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of three years from the date of termination of this agreement.

VIII. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the School District, its officers, employees, and agents for all claims arising out of the Contractor's activities related to the services provided under this agreement up to the liability limits set forth in Minn. Stat. § 466.04. The School District will indemnify the Contractor for and against liability up to the liability limits set forth in Minn. Stat. § 446.04. No other provision of this agreement shall serve to limit in any way the obligations of the Contractor to indemnify and defend the School District under this clause.

IX. Insurance Requirements

The Contractor agrees that in order to protect itself, as well as the School District, from claims arising out of Contractor's activities under this agreement, it will at all times during the term of this agreement keep in force policies of insurance providing the following liabilities: professional liability insurance policy in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; comprehensive general liability insurance policy in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; One Million Dollars (1,000,000) property damage; automobile insurance, including non-owned and hired autos, in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; and One Million (1,000,000) property damage. The Contractor further agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing coverage listed herein shall be provided to the School District prior to the effective date of this contract.

X. Term

This agreement shall commence on the date indicated below and shall remain in effect through June 30, 2021 unless Contractor and School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this agreement shall be sent to:

For the School District:

Rachel Larson
Director of Learning and Student Engagement
Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, Minnesota 55082

For The Contractor:

Michael Huntley
Interim Executive Director
Youth Service Bureau, Inc.
6120 Oren Ave. No.
Stillwater, MN 55082

XI. Nondiscrimination

During the performance of this agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

XII. Independent Contractor

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the School District. No tenure or any rights or benefits, including Workers Compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to School District employees shall accrue to the Contractor or employees of the Contractor performing services under this agreement.

XIII. Renewal

The parties to this agreement may renew this agreement in two-year increments by executing a written renewal agreement at least sixty (60) days prior to the expiration of the agreement or any subsequent renewal period, subject to the same terms and conditions of this agreement.

XIV. Assignment

Neither party to this agreement shall assign, delegate, or transfer any rights or obligations under this agreement without the prior written consent of the other party.

XV. Dissolution of Contractor

In the event the Contractor dissolves or ceases to operate or function, or ceases to provide mental health counselor services in Stillwater Area Public Schools, the School District shall have no responsibility for continuing to provide support for Contractor or its employees, nor shall it have any responsibility for any obligations assumed by or agreements entered into by Contractor.

XVI. Conditions of the Parties' Obligation

This agreement may be cancelled by either party at any time, with, or without cause, upon 30 days' notice, in writing, delivered by mail, or in person. Any alterations, variations, modifications, or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this agreement.

XVII. Compliance with Law

The Contractor shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted insofar as they relate to the Contractor's performance of the provisions of this agreement.

XVIII. Firearms

Unless specifically required by the terms of this agreement, no provider of services pursuant to this contract, including, but not limited to, employees, agents, or subcontractors of the Contractor shall carry or possess a firearm on School District premises. Violation of this provision shall be considered a substantial breach of the agreement. Violation of this provision is grounds for immediate suspension or termination of this contract, without notice, pursuant to Section 12.

XIX. Savings Clause

If any section of this agreement is found to be invalid or not enforceable, the remainder of the agreement will remain in force and binding.

XX. Governing Law

The laws of Minnesota shall govern the interpretation and prosecution of this agreement.

XXI. Notices

If any official correspondence concerning this agreement needs to be communicated to the other party, the following shall be deemed the effective addresses:

As to the School District: Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, MN 55082

As to Youth Service Bureau: Youth Service Bureau, Inc.
6120 Oren Ave. No.
Stillwater, MN 55082

XXII. Amendments

This agreement may only be amended in writing by the mutual agreement of the parties.

Entire Agreement

Attachments and References – The Contractor agrees to provide the enumerated services in Exhibit A, which is attached and incorporated herein by reference.

IN WITNESS WHEREOF, Stillwater Area Public Schools and Youth Service Bureau, Inc. have executed this agreement this _____ day of _____, 2020.

Stillwater Area Public Schools

Superintendent

Date: _____

Director of Learning and Student Engagement

Date: _____

Youth Service Bureau, Inc.

Interim Executive Director

Date: _____



Agenda Item VII. I.
Date Prepared: June 25, 2020
ISD 834 Board Meeting

Action Items: Interim Superintendent
Meeting Date: June 25, 2020
Contact Person: Chair Stivland

Summary:

It is in the interest of the district to hire an Interim Superintendent now, and to conduct a comprehensive search process for a permanent Superintendent.

The Board will be asked to approve a motion to offer Malinda Lansfeldt the position of Interim Superintendent beginning July 2, 2020, for a period of up to one year, or until the district hires a permanent Superintendent, whichever occurs first, and that such offer is conditioned on reaching an agreement on the terms of an employment contract; and that Board Chair Stivland and Board Clerk Ptacek are authorized to negotiate the terms of the employment contract, subject to Board approval.

Recommendation:

To hire Malinda Lansfeldt as the Interim Superintendent beginning July 2, 2020, for a period of up to one year, or until the district hires a permanent Superintendent, whichever occurs first, and that such offer is conditioned on reaching an agreement on the terms of an employment contract; and that Board Chair Stivland and Board Clerk Ptacek are authorized to negotiate the terms of the employment contract.

Motion by: _____ **Seconded by:** _____ **Vote:** _____



Agenda Item VII. J.
Date Prepared: June 25, 2020
ISD 834 Board Meeting

Action Items: Amended Transportation Contract with Minnesota Central Bus Co.
Meeting Date: June 25, 2020
Contact Person: Chair Stivland

Summary:

The amended transportation contract with Minnesota Central Bus Co, effective date March 16, 2020, requires board approval, which has not yet happened, and therefore is not a valid contract. The terms of this contract are not accurate. Therefore, the Board will be asked to approve a motion to direct administration to renegotiate the terms, subject to Board approval.

Recommendation:

Direct administration to renegotiate the terms of the amended transportation contract with Minnesota Central Bus Co.

Motion by: _____ **Seconded by:** _____ **Vote:** _____

Transportation Services Contract Amendment

This agreement amends the Contract between Stillwater Area Public Schools, ISD 834 (the "District"), and Illinois Central School Bus LLC dba Minnesota Central School Bus (the "Contractor") (referred to collectively as the "Parties"). This Amendment is hereby effective on March 16, 2020. Amendment will remain in place until a return to school has occurred at which time parties agree to return to original contract rate and payment structure.

As provided for under the terms of this Contract, the District and the Contractor agree to amend the following provisions:

1. Contractor agrees to charge District for transportation services based on a typical average day exclusive of field and athletic trips (based on last full month transportation invoice | February 2020) a rate of 82% of the contracted rates currently in place for the 19/20 SY. District agrees to pay Contractor based on payment timeline as indicated in current existing contract.
2. Contractor will use these funds to continue to pay personnel utilized in the service of this contract.
3. If Contractor continues to operate special services: food, day care, etc the Contractor will be reimbursed based on original contract terms and rates (2019/20 SY) for these specific runs.

All other terms and conditions as set forth in the original Contract document shall remain in effect for the duration of this Contract.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Amendment to the Contract.

In Witness Whereof, the District and the Contractor have executed this Amendment.

Stillwater Area Public Schools, ISD 834

BY: Danise Pontrelli, Superintendent
(Name of Authorized Official & Title)

3/25/20
Date

ILLINOIS CENTRAL SCHOOL BUS, LLC dba MINNESOTA CENTRAL SCHOOL BUS

BY: Dan O'Brien
Dan O'Brien, Director of Business Development

March 23, 2020
Date



Agenda Item VIII. A. B.C.
Date Prepared: June 15, 2020
ISD 834 Board Meeting

Agenda Item: School Board Reports
Meeting Date: June 25, 2020

Background:

- A. Chairperson Report
- B. Working Group Reports
 - 1. Community Engagement
 - 2. Finance and Operations
 - 3. Legislative
 - 4. Policy
- C. Board Member Reports

Each meeting the Board Chair and the members of the school board will provide updates on items of interest in the announcement category. Many times these topics develop between the time the agenda is prepared and distributed, and the meeting date. Topics generally include announcement of attendance at district events, working group updates, communications items, informational items and correspondence items worth noting. What is included in this item will vary each meeting depending on the nature of the topics, the school year schedule and time of activities.

Recommendation:

Board action is not required.



Agenda Item IX.
Date Prepared: June 15, 2020
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: June 25, 2020
Contact Person: School Board Chair

Background:

The meeting must be adjourned formally.
