



Independent School District 834
Video Conference
School Board Business Meeting Agenda – May 14, 2020 6:00 p.m.

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Open Forum
- V. Consent Agenda
 - A. Minutes of April 23, 2020 Business Meeting
 - B. Minutes of April 28, 2020 Closed Meeting
 - C. Disbursement Register April 25 – May 15, 2020
 - D. Human Resources Personnel Report
 - E. Annual Math Workbook Consumables Expenditure Form
 - F. Level III Grievance Response
 - G. Authorization to conduct an investigation of an employee complaint dated February 26, 2020
 - H. Retain law firm to conduct the Board authorized investigation of an employee complaint
- VI. Reports
 - A. Distance Learning/COVID-19 Update – Superintendent Pontrelli
 - B. Preliminary General Fund Budget – Dr. John Thein
 - C. Chromebook Purchases – Mr. John Perry
 - D. Student Information System RFP Review – Mr. John Perry
 - E. First Reading – Policy 428–Employee Technology & Internet Access and Acceptable Use – Director Burns
 - F. First Reading – Policy 524–Student Technology & Internet Access and Acceptable Use – Director Burns
 - G. First Reading – Policy 506–Student Discipline – Director Burns
 - H. First Reading – Policy 514–Bullying Prohibition – Director Burns
 - I. Third Reading – Policy 520–Student Surveys – Director Burns
- VII. Action Items
 - A. Pathways Coordinators Expenditure Form – Dr. Bob McDowell
 - B. 9th and 11th Grade Literacy Curriculum and Professional Development – Ms. Rachel Larson
 - C. CliftonLarsonAllen LLP Auditor Engagement Letter – Dr. John Thein
 - D. Web Redesign Contract – Ms. Carissa Keister, Mr. John Perry
 - E. Final Reading – Policy 406 – Public and Private Personnel Data – Director Burns
 - F. Oak-Land Tennis Court Resurfacing – Dr. John Thein
 - G. Transportation Contract – Mr. Jan Vanderwall
 - H. Hiring Strategy – Superintendent Pontrelli
- 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



Agenda Item I.
Date Prepared: May 1, 2020
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: May 14, 2020

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: May 1, 2020
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: May 14, 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

Denise Pontrelli, Superintendent of Schools (ex-officio)

Khuluc Yang, Student Representative for 2019-2020

Elise Riniker, Student Representative for 2019-2020

Recommendation:

Board action is not required.



Agenda Item III.
Date Prepared: May 1, 2020
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: May 14, 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: May 1, 2020
ISD 834 Board Meeting

Agenda Item: Open Forum
Meeting Date: May 14, 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.F.G.H.
Date Prepared: May 8, 2020
ISD 834 Board Meeting

Agenda Item: Consent Agenda
Meeting Date: May 14, 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 April 23, 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 April 28, 2020

Contact Person: Mike Ptacek, Clerk or Sherri Skogen, Secretary

A copy of the minutes is included for your review.

C. Disbursement Register April 25 – May 15, 2020

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

A copy of the register has been distributed to board members.

D. 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.

E. Annual Math Workbook Consumables

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

A copy of the expenditure form and school purchase orders are included for your review.

F. Level III Grievance Response

Contact Person: Cathy Moen, Executive Director of Administrative Services

Background information has been provided to board members.

G. Authorization to conduct an investigation of an employee complaint dated February 26, 2020

Contact Person: Sarah Stivland, Board Chair

A copy has been provided to the full Board.

H. Retain attorney Kristi Hastings of the Pemberton Law firm to conduct the Board authorized investigation of an employee complaint dated February 26, 2020

Contact Person: Sarah Stivland, Board Chair

A copy has been provided to the full Board.



Recommendation:

BE IT RESOLVED by the School Board of Independent School District 834 – Stillwater Area Public Schools that Consent Agenda Items A through H 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

April 23, 2020 – 6:00 p.m. Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 6:02 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.
Student Representatives: Elise Riniker and Khuluc Yang

III. **Approval of the Agenda**

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

IV. **Introduction – Student Report**

Elise Riniker and Khuluc Yang provide the following updates:

- Elections for student council were held for the 2020-21 school year. Introductions of the new board representatives will be at the May 23 meeting.
- Attended a graduation committee meeting.
- Clubs are finding a new way to keep in touch and continue meeting.
- AP testing will be held online.
- Many students are enjoying the flexibility with e-learning and making the most out of the situation. Google hangouts are helpful with teachers and peers.
- Seniors are receiving their lawn signs.

V. **Open Forum**

- Kris Olson, 441 Broadway St S, Stillwater – Pony Pride Project
- Kristie Smith, 1230 Paris Ave N, West Lakeland – Pony Pride Project
- John Franklin, 642 Midwest Place N – Direction the board is going
- Sandi Hayner, 1357 Lydia Circle – Responsibility of administration
- Jim Franklin – 642 Midwest Trail – Bus vendor
- Melanie Zahler – 630 Main St N – Bus terminal
- Pamela Carlson – 1266 Paris Trl N – Board planning
- Carl Blondin – 617 Sunrise Ave – School bus facility, proposed hiring freeze

VI. **Consent Agenda**

- A. Minutes of April 9, 2020 Business Meeting
- B. Minutes of April 9, 2020 Closed Meeting
- C. Disbursement Register April 11 – April 24, 2020
- D. Accepts Gifts and Donations – March 2020
- E. Human Resources Personnel Report
- F. Northeast Metro District 916 Fiscal Year 2021 Special Education Services Itinerant Agreement

Motion by: Member Riehle to approve agenda items A, B, D, E, F; Second by: Member Pearson; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

Motion by: Member Ptacek to approve the agenda item C; Second by: Member Pearson; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

VII. Reports

A. Distance Learning/COVID-19 Updates

Superintendent Pontrelli announced Governor Walz has all MN schools closed for the remainder of the school year to slow the spread of COVID. We will continue with distance learning. Family support resources and ideas were shared. A webinar series will be provided for tips and strategies for families to survive this new normal. Principal Bach shared graduation ideas from a committee that was formed including some seniors. MSHL announced there will be no spring sports or activities. May 1 and May 4 will not be student contact days so teachers can prepare for distance learning for the remainder of the school year. Dr. McDowell shared information on attendance, student engagement and IEPs for special education students during distance learning. \$100,000 has been spent in technology out of the \$450,000 approved for COVID related purchases. A generous donation was received from the Whitson Foundation to use for COVID related items.

B. Second Reading of Policy 406 – Public and Private Personnel Data

Director Burns presented Policy 406 for a second reading. No changes were made since the previous reading. Any comments or questions related to the policy should be directed to work group members. The policy will come for final review and approval at the May 14 meeting.

C. CliftonLarsonAllen LLP Auditor Engagement Letter

Dr. John Thein reported per auditing standards, CliftonLarsonAllen LLP has provided an engagement letter explaining the basic services they will perform in conjunction with auditing. This will come back for board final approval at the May 14 meeting.

D. Web Redesign Contract

Ms. Keister and Mr. Perry reported how the school district staff are working to redesign the district and school websites and are recommending the board consider approval of a new vendor, Finalsity, to assist in designing, building and supporting the new sites. This multi-year contract would replace the existing website hosting and maintenance costs. The one-time costs associated with designing and building the new site has already been built into the 2019-2020 budget. The main goal of this project is to create a more modern and functional website with a strong focus on enrollment marketing. This will come for approval at the May 14 board meeting. The new site would then be expected to be launched winter 2020.

VIII. Action Items

A. Stillwater Middle School Partial Roof Replacement and Stillwater Area High School Wall Panel Installation

Dr. John Thein presented a partial roof replacement at the middle school and wall panel installation at the high school at the previous board meeting. Construction costs for this project were estimated to be \$590,000 and are part of the approved FY 2021 Long-Term Facilities Maintenance funding. The bids came in under the estimated amount. The lowest responsible bidder combination was by Diverse Construction Services, LLC of Columbia Heights, MN for a bid total of \$321,397.00 at Stillwater Middle School and Berwald Roofing Company Inc. of North Saint Paul, MN for a bid total of \$86,300.00 at Stillwater Area High School Administration requests awarding the bid to Diverse Construction Services, LLC for the roof replacement at Stillwater Middle School and Berwald Roofing Company Inc. for the metal wall panel installation at Stillwater Area High School.

Motion by: Member Ptacek to approve the 2020 Stillwater Middle School partial roof replacement and the Stillwater Area High School wall panel installation project; Second by: Member Pelletier; Roll Call Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

B. District Wide Building Renovation

Dr. John Thein shared these projects are part of the FY 2021 Long-Term Facilities Maintenance program. The project is budgeted at \$1,766,000 with various items including: flooring, casework, lighting, demountable walls, plumbing fixtures, and domestic water main. The lowest responsible bidder is Market and Johnson Inc. of Oakdale, MN with a bid of \$1,416,881.00 with all bids being very close. BWBR Architects recommends entering into a contract with Market and Johnson Inc. to complete the District wide renovation project. Administration requests the board approval.

Motion by: Member Burns to approve the 2020 District Wide Building Renovation project; Second by: Member Ptacek; Roll Call Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

C. Stillwater Area High School Tuck Pointing

Dr. John Thein brought before the board the Stillwater Area High School Auditorium west exterior wall requires tuck pointing. The budget for this project is \$150,000 and will be funded by the FY 2021 Long-Term Facilities Maintenance fund. Two proposals for the project were received on April 14, 2020. The lowest proposal is from Advanced Masonry Restoration of Little Canada, MN for a total of \$65,500 which came in considerably under budget. BWBR Architects recommends awarding the contract to them. Administration requests approval to award the proposal to Advanced Masonry Restoration.

Motion by: Member Ptacek to approve the Stillwater Area High School tuck pointing project; Second by: Member Pelletier; Roll Call Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

D. Oak-Land Middle School Tile Replacement

Dr. John Thein presented that at the last meeting it was brought before the board that the Oak-Land Middle School pool wall tile is loose and in need of replacement. This is being withheld as there were some irregularities in the bids and significant differences between some contractors. Administration would like to go back out for a more fair bid process.

Motion by: Member Pelletier to withdraw the motion for the Oak-Land Middle School tile replacement project for further action; Second by: Member Pearson; Roll Call Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

E. Transportation Contract and Lease Agreement – Dr. John Thein and Mr. Jan Vanderwall

Dr. Thein indicated a work session was held last evening to review transportation contracts. Transportation consultant, Mr. Jan Vanderwall shared his recommendation to approve a four year transportation contract with MN Central School Bus, the district's current vendor. The lowest bid is also the incumbent and keeping the same vendor would provide consistency with the district and less of a learning curve. Current contract is due to end July 31, 2020 with MN Central. That contract has a provision that we will provide the site for the company. Last November we went out for an RFP and received five responses in December. January it was discovered there may be issues with the bus terminal. Question arose whether we should enter into a contract with a bus company that obligated us to have a site if we didn't have a site available. Mr. Vanderwall worked with a Caldwell relator on three options for other bus terminal sites. Board members discussed concerns with the bidding process and the future of the district's current transportation terminal.

Motion by: Member Weisberg that the board direct administration to negotiate with MTN, MN Central, and MN Coaches for our transportation contract beginning July 31, 2020 to include pricing with a district terminal and without a district terminal for a one year and four year format; Second by: Member Riehle. Roll Call Vote: 7 ayes, 0 nays; Motion Carried Unanimously.

Motion by: Member Stivland to amend the motion that the board directs administration to negotiate with MTN, MN Central, and MN Coaches for our transportation contract beginning August 1, 2020 to include pricing with a district terminal and without a district terminal in a one year and four year format. Second by: Member Riehle; Roll Call Vote: 6 ayes, 1 nay (Pelletier); Motion Carried.

Chair called for a 5 minutes recess

Motion by Member Stivland to direct administration to negotiate a one year lease with Stage Coach Property or another property deemed workable; Second by: Member Weisberg. This motion was withdrawn by Chair Stivland.

F. Proposed Approach for All New Hires

Chair Stivland shared that with the current economic outlook relating to the pandemic, she would recommend we pause and not over hire to protect the current employees. Dr. McDowell and Ms. Moen gave an overview of the staffing process, how many vacant positions are currently open in the district, which positions they could possibly hold off until June, and which positions recommended for continuation to hire. April 8 principals started posting and hiring externally. Paraprofessionals have similar language as teachers and with COVID Ms. Moen worked with the paraprofessional union and posted 57 positions this last week. Have not rehired for any school age care summer program and that is usually 60 people This area will come up once we know more of what the summer looks like. Discussion was held on using different tiers and/or which positions would be put on a hiring pause.

Motion by Chair Stivland for a hiring freeze until May 15 and work together to ensure we have tiers decided and define a process that can be agreed upon going forward. Second by: Member Riehle.

Motion by Member Pearson to amend the motion of a hiring pause, excluding teaching staff until May 15 and to work together to ensure we have tiers decided and define a process that can be agreed upon going forward. Second by: Member Ptacek; Vote 7 ayes; 0 nays. Motion Carried Unanimously.

Motion by Member Pelletier to amend the amended motion of a hiring pause until May 15 excluding teaching staff and all paras to ensure we define a process that can be agreed upon going forward; Second by: Member Burns; Roll Call Vote 7 ayes, 0 nays. Motion Carries Unanimously.

Motion by Member Stivland to amend the amended motion of a hiring pause until May 15 excluding teacher staff and Special Education paras and work on a strategy going forward; second by: Member Burns; Vote 7 ayes, 0 nays. Motion Carries Unanimously.

IX. Adjournment

Motion by Chair Stivland due to the late hour the board will forego the remaining portion of the meeting; Second by Member Pelletier; Vote: 7 ayes, 0 nays. Motion Carries Unanimously.

A. The meeting adjourned at 11:33 pm

Respectfully submitted, Mike Ptacek, Clerk



Independent School District 834

Video Conference
School Board Closed Meeting Minutes
April 28, 2020

I. The meeting was called to order at 6:00 p.m.

II. Roll Call

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

Others present: Superintendent Pontrelli, Peter Mikhail

III. The Board adjourned to closed session at 6:02 p.m. pursuant to Minnesota Statute §13D.05 Subd. (3) to discuss attorney-client privileged discussion regarding litigation options to address EN Properties, LLC's failure to install water and sewer lines for the bus terminal site and the City of Lake Elmo's refusal to amend the site's CUP pending installation of the water and sewer lines.

Motion by: Member Shelley Pearson; Second by: Member Tina Riehle; Vote: 7 ayes, 0 nays, motion carried unanimously

V. Closed meeting adjourned at 8:07 p.m.

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

Respectfully submitted by Mike Ptacek, clerk.

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

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Dixon, Isaiah	Resignation	Assistant Football Coach Stillwater Area High School	Co-Curricular	April 21, 2020
Rodriguez, Darcy	Resignation	Early Childhood Coordinator, 210 days Early Childhood Family Center	CSS	May 29, 2020

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Antczak, Thane	1.0 FTE Health & MS Success Teacher Oak-Land Middle School	\$60,752.00	2020-2021 Staffing	SCEA	August 18, 2020
Edwards, Julie (rehire)	.5 FTE Elementary Education Teacher Andersen Elementary	\$87,131.00	2020-2021 Staffing	SCEA	August 24, 2020 - June 7, 2021
Fischer, Amy	1.0 FTE Math Teacher Stillwater Middle School	\$76,291.00	2020-2021 Staffing	SCEA	August 18, 2020
Gaffaney, Erin	1.0 FTE Vocal Music Teacher Stillwater Middle School	\$73,286.00	2020-2021 Staffing	SCEA	August 18, 2020
Hickel, Amanda	1.0 FTE Special Education Teacher Brookview Elementary	\$73,286.00	2020-2021 Staffing	SCEA	August 18, 2020
Piras, Sydney	1.0 FTE School Counselor Stillwater Area High School	\$74,151.00	2020-2021 Staffing	SCEA	August 18, 2020
Schimke, Erin	1.0 FTE ECSE Teacher Early Childhood Family Center	\$74,778.00	2020-2021 Staffing	SCEA	August 18, 2020
Smith, Laura	1.0 FTE Elementary Education Teacher Andersen Elementary	\$74,151.00	2020-2021 Staffing	SCEA	August 18, 2020
Sutliff-Gross, Sabrina (rehire)	.90 FTE Art Teacher Brookview & Lily Lake Elementary	\$60,752.00	2020-2021 Staffing	SCEA	August 24, 2020
Waswick, Taylor	1.0 FTE Social Studies Teacher Stillwater Middle School & Stillwater Area High School	\$63,667.00	2020-2021 Staffing	SCEA	August 18, 2020
Weiss, Robert	Community Education Casual District Wide	\$50.00 hour/day	Casual	Casual	April 20, 2020

LEAVES OF ABSENCE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Leavitt, Beth	Approve	1.0 FTE Student Advocate Brookview Elementary	SCEA	August 24, 2020 - June 7, 2021

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Ballweg, Alex	1.0 FTE Special Education Teacher Oak-Land Middle School	1.0 FTE Special Education Teacher Stillwater Area High School	2020-2021 Staffing	SCEA	August 24, 2020
Banick, Steve	1.0 FTE Special Education Teacher Stillwater Area High School	1.0 FTE PE/DAPE Teacher Andersen, Lake Elmo & Rutherford Elementary	2020-2021 Staffing	SCEA	August 24, 2020
Coulter, Katie	1.0 FTE Special Education Teacher Brookview Elementary	1.0 FTE Elementary Education Teacher Rutherford Elementary	2020-2021 Staffing	SCEA	August 24, 2020
Crisp, Jessica	1.0 FTE Speech Pathologist Lily Lake Elementary	.60 FTE Speech Pathologist Afton-Lakeland & Lily Lake Elementary	2020-2021 Staffing	SCEA	August 24, 2020 - June 7, 2021
Eisenberg, Lee	.80 FTE Speech Pathologist Oak-Land Middle School	1.0 FTE Speech Pathologist Oak-Land Middle School	2020-2021 Staffing	SCEA	August 24, 2020
Flom, Stephanie	.20 FTE Speech Pathologist Lily Lake Elementary	.70 FTE Speech Pathologist Rutherford Elementary	2020-2021 Staffing	SCEA	August 24, 2020
Fuschetto, Laura	.3 FTE Intervention Teacher Stonebridge Elementary	1.0 FTE Elementary Education Teacher Stonebridge Elementary	2020-2021 Staffing	SCEA	August 24, 2020
Gore, Jessica	1.0 FTE Speech Pathologist Lily Lake Elementary	.60 FTE Speech Pathologist Lily Lake Elementary	2020-2021 Staffing	SCEA	August 24, 2020 - June 7, 2021
Holroyd, Megan	1.0 FTE Band & Music Teacher Stillwater Middle School	1.0 FTE Vocal Music Teacher Rutherford Elementary	2020-2021 Staffing	SCEA	August 24, 2020
Johnson, Walfrid	Paraprofessional, 6.0 hrs/day	1.0 FTE Special Education Teacher	2019-2020	SCEA	March 30, 2020 - June 1, 2020

Lee, Jennie	Stonebridge Elementary 1.0 FTE Speech Pathologist Rutherford & Stonebridge Elementary	Stonebridge Elementary 1.0 FTE Speech Pathologist Lily Lake Elementary	Staffing 2020-2021 Staffing	SCEA	August 24, 2020
Mollegas, Susie	1.0 FTE Elementary Education Teacher Rutherford Elementary	1.0 FTE Intervention Teacher Lake Elmo Elementary	2020-2021 Staffing	SCEA	August 24, 2020
Papke, Katie	.5 FTE Elementary Education Teacher Rutherford Elementary	1.0 FTE Elementary Education Teacher Rutherford Elementary	2020-2021 Staffing	SCEA	August 24, 2020
Phillips, Kari	.50 FTE Media Specialist Lake Elmo Elementary	.50 FTE Intervention Teacher Lake Elmo Elementary	2020-2021 Staffing	SCEA	August 24, 2020
Sebo, Tom	1.0 FTE Math Teacher Stillwater Middle School	1.0 FTE Math Teacher Stillwater Area High School	2020-2021 Staffing	SCEA	August 24, 2020
Springer, Nick	1.0 FTE Computer Science & Math Teacher Stillwater Area High School	.80 FTE Computer Science & Math Teacher Stillwater Area High School	2020-2021 Staffing	SCEA	August 24, 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

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.

REQUESTED BY: Rachel Larson **DATE:** April 21, 2020

DESCRIPTION OF REQUEST

Every year we order our math workbook consumables which are a necessary part of our Math Expressions by Houghton Mifflin Harcourt curriculum for kindergarten through grade 5. These workbooks are essential for students to develop and practice the math skills taught in alignment with our Minnesota math standards.

This expense has already been earmarked and is within the board approved FY20 General Budget. Specifically, this expense will come out of the Learning and Innovation Department curriculum budget that was approved within the FY20 General Budget.

For efficiency, we place each building's Purchase Order separate so that teachers receive their specific orders and they are shipped directly to the teacher/building. All together, these Purchase Orders total \$132,607.30. However, each Purchase Order is placed separate with the following amounts: Afton-Lakeland \$13,019.72, Andersen \$14,671.89, Brookview \$21,187.67, Lake Elmo \$29,818.65, Lily Lake \$ 25,532.82, Rutherford \$14,057.13, Stonebridge \$14,319.42

FINANCIAL IMPACT

Budget(s) Impacted:

This expense is within the board approved FY20 General Budget. Specifically, it will come out of the Learning and Innovation Department curriculum budget. Therefore, this is not an additional expense for the board.

Is This a One-Time Expenditure?

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

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

It is an annual expense that supports our elementary math curriculum. It will stay as an annual expense unless we enter into a Math Curriculum Review Cycle and a different curriculum is selected.

☐ **No**, it will need to be funded for Fiscal Years 2020-? as long as the numbers support the need.

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

☐ **Yes** List Source(s):
Amount:

☐ **No**

PROGRESS MONITORING

This is an annual expense to support our elementary math curriculum. These funds have already been approved within the FY20 General Budget and have been earmarked within the Learning and Innovation Department curriculum budget. This is not an additional expense for the board.



Houghton Mifflin Harcourt

Proposal

Prepared For

Afton-Lakeland Elem School

Attention:

Foua Fitzpatrick

fitzpatrickf@stillwaterschools.org

For the Purchase of:

Math Expressions K-6

Prepared By

Merlin Ravndalen

merlin.ravndalen@hmc.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Houghton Mifflin Harcourt

Attention:
Foua Fitzpatrick
fitzpatrickf@stillwaterschools.org

HMH Confidential and Proprietary

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

Proposal for Afton-Lakeland Elem School Math Expressions K-6

ISBN	Title	Price	Quantity	Value of All Materials
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Grade K**A la Carte Items Available for Purchase****Student Materials**

1681144	9781328764300	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade K	\$37.45	80	\$2,996.00
1677935	9781328742292	Math Expressions (StA) Homework and Remembering Consumable Collection Grade K	\$10.25	80	\$ 820.00
Total for A la Carte Items Available for Purchase			\$3,816.00		

<u>Total for Grade K</u>	\$3,816.00
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Grade 1**A la Carte Items Available for Purchase****Student Materials**

1681145	9781328764317	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 1	\$37.45	25	\$ 936.25
1677936	9781328742308	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 1	\$10.25	25	\$ 256.25
Total for A la Carte Items Available for Purchase			\$1,192.50		

<u>Total for Grade 1</u>	\$1,192.50
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Grade 3**A la Carte Items Available for Purchase****Student Materials**

1681147	9781328764362	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 3	\$37.45	85	\$3,183.25
1677938	9781328742322	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 3	\$10.25	85	\$ 871.25
Total for A la Carte Items Available for Purchase			\$4,054.50		

<u>Total for Grade 3</u>	\$4,054.50
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Grade 4**A la Carte Items Available for Purchase****Student Materials**

1681148	9781328764379	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 4	\$37.45	75	\$2,808.75
1677939	9781328742346	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 4	\$10.25	75	\$ 768.75



Attention:
Foua Fitzpatrick
fitzpatrickf@stillwaterschools.org

HMH Confidential and Proprietary

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

Proposal for
Afton-Lakeland Elem School
Math Expressions K-6

ISBN	Title	Price	Quantity	Value of All Materials
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Total for A la Carte Items Available for Purchase

\$3,577.50

Total for Grade 4

\$3,577.50

Subtotal Purchase Amount:

\$12,640.50

Shipping & Handling:

\$379.22

Total Cost of Proposal (PO Amount):

\$13,019.72

****Please add proper sales tax to your order****

Houghton Mifflin Harcourt

Attention:
 Foua Fitzpatrick
 fitzpatrickf@stillwaterschools.org

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Customer Experience
 9400 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hmc.com

Total Cost of Proposal (PO Amount): \$13,019.72

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Afton Lakeland Elementary School 475 Saint Croix Trl S Lakeland, MN 55043-9304	Sold to: Stillwater Area School District 834 1875 Greeley St S Stillwater, MN 55082-6079
---	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
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Date of Proposal: 4/14/2020

Proposal Expiration Date: 5/29/2020



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fitzpatrickf@stillwaterschools.org

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Houghton Mifflin Harcourt

Proposal

Prepared For

Andersen Elementary School

Attention:

Brenda Williams

williamsb@stillwaterschools.org

For the Purchase of:

Math Expressions K-6

Prepared By

Merlin Ravndalen

merlin.ravndalen@hmc.co

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



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Attention:
Brenda Williams
williamsb@stillwaterschools.org

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Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.co

Proposal for Andersen Elementary School Math Expressions K-6

ISBN	Title	Price	Quantity	Value of All Materials
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Grade K**A la Carte Items Available for Purchase****Student Materials**

1681144	9781328764300	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade K	\$37.45	45	\$1,685.25
1677935	9781328742292	Math Expressions (StA) Homework and Remembering Consumable Collection Grade K	\$10.25	20	\$ 205.00
Total for A la Carte Items Available for Purchase			\$1,890.25		

Total for Grade K**\$1,890.25****Grade 1****A la Carte Items Available for Purchase****Student Materials**

1681145	9781328764317	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 1	\$37.45	63	\$2,359.35
1677936	9781328742308	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 1	\$10.25	63	\$ 645.75
Total for A la Carte Items Available for Purchase			\$3,005.10		

Total for Grade 1**\$3,005.10****Grade 2****A la Carte Items Available for Purchase****Student Materials**

1681146	9781328764324	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 2	\$37.45	73	\$2,733.85
1677937	9781328742315	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 2	\$10.25	73	\$ 748.25
Total for A la Carte Items Available for Purchase			\$3,482.10		

Total for Grade 2**\$3,482.10****Grade 3****A la Carte Items Available for Purchase****Student Materials**

1681147	9781328764362	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 3	\$37.45	63	\$2,359.35
1677938	9781328742322	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 3	\$10.25	63	\$ 645.75

**Houghton Mifflin Harcourt**

Attention:
Brenda Williams
williamsb@stillwaterschools.org

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Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

Proposal for Andersen Elementary School Math Expressions K-6

ISBN	Title	Price	Quantity	Value of All Materials
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Total for A la Carte Items Available for Purchase	\$3,005.10
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Total for Grade 3	\$3,005.10
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Grade 4

A la Carte Items Available for Purchase

Student Materials

1681148	9781328764379	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 4	\$37.45	60	\$2,247.00
1677939	9781328742346	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 4	\$10.25	60	\$ 615.00

Total for A la Carte Items Available for Purchase	\$2,862.00
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Total for Grade 4	\$2,862.00
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Subtotal Purchase Amount:	\$14,244.55
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Shipping & Handling:	\$427.34
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Total Cost of Proposal (PO Amount):	\$14,671.89
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****Please add proper sales tax to your order****



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williamsb@stillwaterschools.org

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Total Cost of Proposal (PO Amount): \$14,671.89

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 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Andersen Elementary School 309 4th St N Bayport, MN 55003-1161	Sold to: Stillwater Area School District 834 1875 Greeley St S Stillwater, MN 55082-6079
---	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
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Date of Proposal: 4/14/2020

Proposal Expiration Date: 5/29/2020



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Attention:
 Brenda Williams
 williamsb@stillwaterschools.org

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 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hnhco.com



Houghton Mifflin Harcourt

Proposal

Prepared For

Brookview Elementary School

Attention:

Pam Weisbrod

weisbrodp@stillwaterschools.org

For the Purchase of:

Math Expressions K-6

Prepared By

Merlin Ravndalen

merlin.ravndalen@hmc.co

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



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Attention:
Pam Weisbrod
weisbrodp@stillwaterschools.org

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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.co

Proposal for Brookview Elementary School Math Expressions K-6

ISBN	Title	Price	Quantity	Value of All Materials
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Grade K**A la Carte Items Available for Purchase****Student Materials**

1681144	9781328764300	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade K	\$37.45	96	\$3,595.20
1677935	9781328742292	Math Expressions (StA) Homework and Remembering Consumable Collection Grade K	\$10.25	48	\$ 492.00
Total for A la Carte Items Available for Purchase			\$4,087.20		

Total for Grade K**\$4,087.20****Grade 1****A la Carte Items Available for Purchase****Student Materials**

1681145	9781328764317	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 1	\$37.45	75	\$2,808.75
1677936	9781328742308	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 1	\$10.25	10	\$ 102.50
Total for A la Carte Items Available for Purchase			\$2,911.25		

Total for Grade 1**\$2,911.25****Grade 2****A la Carte Items Available for Purchase****Student Materials**

1681146	9781328764324	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 2	\$37.45	87	\$3,258.15
Total for A la Carte Items Available for Purchase			\$3,258.15		

Total for Grade 2**\$3,258.15****Grade 3****A la Carte Items Available for Purchase****Teacher Materials**

1502019	9780547857763	Math Expressions Literature Library Set Grade 3	\$133.45	1	\$ 133.45
1677840	9781328741509	Math Expressions (StA) Teacher Edition Collection Grade 3	\$250.00	1	\$ 250.00
1678166	9781328744241	Math Expressions (StA) Assessment Guide (BlackLine Master with Answer Key) Grade 3	\$60.20	1	\$ 60.20

**Houghton Mifflin Harcourt**

Attention:
Pam Weisbrod
weisbrodp@stillwaterschools.org

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Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

Proposal for Brookview Elementary School Math Expressions K-6

ISBN	Title	Price	Quantity	Value of All Materials
1678173 9781328744319	Math Expressions (StA) Homework and Remembering Blackline Master Grade 3	\$107.15	1	\$ 107.15
1672566 9781328703729	Math Expressions Teacher Resource Book Grade 3	\$57.20	1	\$ 57.20
1705797 9781328951717	Math Expressions (StA) Math Activity Center Kit Grade 3	\$198.60	1	\$ 198.60
1676770 9781328736291	Math Expressions Materials and Manipulatives Kit Grade 3	\$921.35	1	\$ 921.35
Student Materials				
1681147 9781328764362	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 3	\$37.45	100	\$3,745.00
1677938 9781328742322	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 3	\$10.25	100	\$1,025.00
Total for A la Carte Items Available for Purchase		\$6,497.95		

Total for Grade 3**\$6,497.95****Grade 4****A la Carte Items Available for Purchase****Student Materials**

1681148 9781328764379	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 4	\$37.45	80	\$2,996.00
1677939 9781328742346	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 4	\$10.25	80	\$ 820.00
Total for A la Carte Items Available for Purchase		\$3,816.00		

Total for Grade 4**\$3,816.00****Subtotal Purchase Amount:****\$20,570.55****Shipping & Handling:****\$617.12****Total Cost of Proposal (PO Amount):****\$21,187.67******Please add proper sales tax to your order******Houghton Mifflin Harcourt**

Attention:
Pam Weisbrod
weisbrodp@stillwaterschools.org

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Total Cost of Proposal (PO Amount): \$21,187.67

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- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

Brookview Elementary School
11099 Brookview Rd
Woodbury, MN 55129

Sold to:

Stillwater Area School District 834
1875 Greeley St S
Stillwater, MN 55082-6079

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

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Date of Proposal: 4/15/2020

Proposal Expiration Date: 5/30/2020



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Attention:
Pam Weisbrod
weisbrodp@stillwaterschools.org

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Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com



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Proposal

Prepared For

Lake Elmo Elementary School

Attention:

Rhonda Place

placer@stillwaterschools.org

For the Purchase of:

Math Expressions K-6

Prepared By

Merlin Ravndalen

merlin.ravndalen@hmc.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



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Attention:
Rhonda Place
placer@stillwaterschools.org

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Customer Experience
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Orlando, FL 32819
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k12orders@hmc.com

Proposal for Lake Elmo Elementary School Math Expressions K-6

ISBN	Title	Price	Quantity	Value of All Materials
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Grade K**A la Carte Items Available for Purchase****Student Materials**

1681144	9781328764300	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade K	\$37.45	5	\$ 187.25
1677935	9781328742292	Math Expressions (StA) Homework and Remembering Consumable Collection Grade K	\$10.25	5	\$ 51.25
1724770	9781328550880	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover Grade K	\$40.10	55	\$2,205.50
1722266	9781328530929	Math Expressions Spanish Homework & Remembering Consumable Collection Grade K	\$11.00	3	\$ 33.00

Total for A la Carte Items Available for Purchase**\$2,477.00****Total for Grade K****\$2,477.00****Grade 1****A la Carte Items Available for Purchase****Student Materials**

1681145	9781328764317	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 1	\$37.45	75	\$2,808.75
1677936	9781328742308	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 1	\$10.25	75	\$ 768.75
1724813	9781328552341	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover Grade 1	\$40.10	55	\$2,205.50
1722267	9781328530936	Math Expressions Spanish Homework & Remembering Consumable Collection Grade 1	\$11.00	55	\$ 605.00

Total for A la Carte Items Available for Purchase**\$6,388.00****Total for Grade 1****\$6,388.00****Grade 2****A la Carte Items Available for Purchase****Student Materials**

1681146	9781328764324	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 2	\$37.45	27	\$1,011.15
1677937	9781328742315	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 2	\$10.25	54	\$ 553.50
1724814	9781328552358	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover Grade 2	\$40.10	55	\$2,205.50
1722311	9781328530837	Math Expressions Spanish Homework & Remembering Consumable Collection Grade 2	\$11.00	55	\$ 605.00

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k12orders@hmc.com

Proposal for Lake Elmo Elementary School Math Expressions K-6

ISBN	Title		Price	Quantity	Value of All Materials
Total for A la Carte Items Available for Purchase			\$4,375.15		
Total for Grade 2			\$4,375.15		
Grade 3					
A la Carte Items Available for Purchase					
Teacher Materials					
1502019	9780547857763	Math Expressions Literature Library Set Grade 3	\$133.45	2	\$ 266.90
1722294	9781328530493	Math Expressions Spanish Teacher Edition Collection Grade 3	\$267.50	2	\$ 535.00
1720964	9781328520814	Math Expressions Spanish Assessment Guide BlackLine Master with Answer Key Grade 3	\$64.45	2	\$ 128.90
1720957	9781328520746	Math Expressions Spanish Homework and Remembering BlackLine Master Grade 3	\$114.65	2	\$ 229.30
1720971	9781328520883	Math Expressions Spanish Teacher Resource Book Grade 3	\$61.20	2	\$ 122.40
1724866	9781328551368	Math Expressions Spanish Math Activity Center Kit Grade 3	\$212.55	2	\$ 425.10
1676770	9781328736291	Math Expressions Materials and Manipulatives Kit Grade 3	\$921.35	2	\$1,842.70
Student Materials					
1681147	9781328764362	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 3	\$37.45	78	\$2,921.10
1677938	9781328742322	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 3	\$10.25	78	\$ 799.50
1724815	9781328552365	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover Grade 3	\$40.10	55	\$2,205.50
1722312	9781328530844	Math Expressions Spanish Homework & Remembering Consumable Collection Grade 3	\$11.00	55	\$ 605.00
Total for A la Carte Items Available for Purchase			\$10,081.40		
Total for Grade 3			\$10,081.40		
Grade 4					
A la Carte Items Available for Purchase					
Student Materials					
1681148	9781328764379	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 4	\$37.45	118	\$4,419.10
1677939	9781328742346	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 4	\$10.25	118	\$1,209.50
Total for A la Carte Items Available for Purchase			\$5,628.60		
Total for Grade 4			\$5,628.60		



Attention:
Rhonda Place
placer@stillwaterschools.org

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Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

Proposal for
Lake Elmo Elementary School
Math Expressions K-6

ISBN

Title

Price

Quantity

Value of All
Materials*Subtotal Purchase Amount:***\$28,950.15***Shipping & Handling:***\$868.50*****Total Cost of Proposal (PO Amount):*****\$29,818.65******Please add proper sales tax to your order****

Attention:
Rhonda Place
placer@stillwaterschools.org

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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

Total Cost of Proposal (PO Amount): \$29,818.65

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- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

Lake Elmo Elementary School
11030 Stillwater Blvd N
Lake Elmo, MN 55042-9501

Sold to:

Stillwater Area School District 834
1875 Greeley St S
Stillwater, MN 55082-6079

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
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Date of Proposal: 4/15/2020

Proposal Expiration Date: 5/30/2020



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placer@stillwaterschools.org

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Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com



Houghton Mifflin Harcourt

Proposal
Prepared For
Lily Lake Elementary School

For the Purchase of:

Math Expressions K-6

Prepared By
Merlin Ravndalen
merlin.ravndalen@hnhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Cost Proposal Charge

Houghton Mifflin Harcourt

Attention:
Becky Webb
webbb@stillwaterschools.org
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Customer Experience
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Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

Lily Lake Elementary School

Math Expressions K-6

ISBN	Title	Price	Quantity	Value of all Materials
Grade K				
A la Carte Items Available for Purchase				
Student Materials				
1681144 9781328764300	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade K	\$37.45	75	\$2,808.75
Total for A la Carte Items Available for Purchase				\$2,808.75
Total for Grade K				\$2,808.75
Grade 1				
A la Carte Items Available for Purchase				
Student Materials				
1681145 9781328764317	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 1	\$37.45	90	\$3,370.50
1677936 9781328742308	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 1	\$10.25	90	\$922.50
Total for A la Carte Items Available for Purchase				\$4,293.00
Total for Grade 1				\$4,293.00
Grade 2				
A la Carte Items Available for Purchase				
Teacher Materials				
1502020 9780547857787	Math Expressions Literature Library Set Grade 2	\$133.45	1	\$133.45
1677838 9781328741493	Math Expressions (StA) Teacher Edition Collection Grade 2	\$250.00	1	\$250.00
1678165 9781328744067	Math Expressions (StA) Assessment Guide (BlackLine Master with Answer Key) Grade 2	\$60.20	1	\$60.20
1678172 9781328744302	Math Expressions (StA) Homework and Remembering Blackline Master Grade 2	\$107.15	1	\$107.15
1672565 9781328703712	Math Expressions Teacher Resource Book Grade 2	\$57.20	1	\$57.20
1705796 9781328951700	Math Expressions (StA) Math Activity Center Kit Grade 2	\$198.60	1	\$198.60
1676769 9781328736277	Math Expressions Materials and Manipulatives Kit Grade 2	\$924.10	1	\$924.10
Student Materials				
1681146 9781328764324	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 2	\$37.45	96	\$3,595.20
1677937 9781328742315	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 2	\$10.25	96	\$984.00
Total for A la Carte Items Available for Purchase				\$6,309.90
Total for Grade 2				\$6,309.90
Grade 3				
A la Carte Items Available for Purchase				
Student Materials				
1682015 9781328779663	2018 Math Expressions (StA) Student Activity Book Collection Hardcover Grade 3	\$77.85	75	\$5,838.75
1677938 9781328742322	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 3	\$10.25	75	\$768.75
Total for A la Carte Items Available for Purchase				\$6,607.50
Total for Grade 3				\$6,607.50
Grade 4				



Cost Proposal Charge

Houghton Mifflin Harcourt

Attention:
Becky Webb
webbbb@stillwaterschools.org
HMH Confidential and Proprietary

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

Lily Lake Elementary School

Math Expressions K-6

ISBN	Title	Price	Quantity	Value of all Materials
Grade 4				
A la Carte Items Available for Purchase				
Student Materials				
1681148 9781328764379	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 4	\$37.45	100	\$3,745.00
1677939 9781328742346	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 4	\$10.25	100	\$1,025.00
Total for A la Carte Items Available for Purchase				\$4,770.00
Total for Grade 4				\$4,770.00

Proposal
Summary

Subtotal Purchase Amount:

\$24,789.15

Shipping & Handling (3.00%):

\$743.67

Total Cost of Proposal (PO Amount):

\$25,532.82



Cost Proposal Change

Houghton Mifflin Harcourt

Attention:
Becky Webb
webbbb@stillwaterschools.org
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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

Lily Lake Elementary School Math Expressions K-6

Total Cost of Proposal (PO Amount): \$ 25,532.82

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- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

Lily Lake Elementary School
2003 Willard St W
Stillwater MN 55082-5553

Sold to:

Stillwater Area School District 834
1875 Greeley St S
Stillwater MN 55082-6079

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our standard shipping terms are FOB Shipping Point. The shipping term for your proposal is FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

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Date of Proposal: 4/14/2020**Proposal Expiration Date: 5/29/2020**

Houghton Mifflin Harcourt



Cost Proposal Change

Houghton Mifflin Harcourt

Attention:
Becky Webb
webbbb@stillwaterschools.org
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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com



Houghton Mifflin Harcourt

Proposal

Prepared For

Rutherford Elementary School

Attention:

Audrey Putnam

putnama@stillwaterschools.org

For the Purchase of:

Math Expressions K-6

Prepared By

Merlin Ravndalen

merlin.ravndalen@hmc.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Houghton Mifflin Harcourt

Attention:
Audrey Putnam
putnama@stillwaterschools.org

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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

Proposal for Rutherford Elementary School Math Expressions K-6

ISBN

Title

Price

Quantity

Value of All
Materials**Grade K****A la Carte Items Available for Purchase****Student Materials**

1681144	9781328764300	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade K	\$37.45	46	\$1,722.70
---------	---------------	--	---------	----	------------

Total for A la Carte Items Available for Purchase**\$1,722.70****Total for Grade K****\$1,722.70****Grade 1****A la Carte Items Available for Purchase****Student Materials**

1681145	9781328764317	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 1	\$37.45	44	\$1,647.80
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1677936	9781328742308	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 1	\$10.25	44	\$ 451.00
---------	---------------	--	---------	----	-----------

Total for A la Carte Items Available for Purchase**\$2,098.80****Total for Grade 1****\$2,098.80****Grade 3****A la Carte Items Available for Purchase****Student Materials**

1681147	9781328764362	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 3	\$37.45	90	\$3,370.50
---------	---------------	--	---------	----	------------

1677938	9781328742322	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 3	\$10.25	90	\$ 922.50
---------	---------------	--	---------	----	-----------

Total for A la Carte Items Available for Purchase**\$4,293.00****Total for Grade 3****\$4,293.00****Grade 4****A la Carte Items Available for Purchase****Student Materials**

1681148	9781328764379	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 4	\$37.45	116	\$4,344.20
---------	---------------	--	---------	-----	------------

1677939	9781328742346	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 4	\$10.25	116	\$1,189.00
---------	---------------	--	---------	-----	------------

Total for A la Carte Items Available for Purchase**\$5,533.20**

Attention:
Audrey Putnam
putnama@stillwaterschools.org

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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

Proposal for
Rutherford Elementary School
Math Expressions K-6

ISBN	Title	Price	Quantity	Value of All Materials
------	-------	-------	----------	------------------------

Total for Grade 4
\$5,533.20*Subtotal Purchase Amount:***\$13,647.70***Shipping & Handling:***\$409.43****Total Cost of Proposal (PO Amount):****\$14,057.13******Please add proper sales tax to your order******Houghton Mifflin Harcourt**

Attention:
 Audrey Putnam
 putnama@stillwaterschools.org

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Customer Experience
 9400 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hmc.com

Total Cost of Proposal (PO Amount): \$14,057.13

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- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Rutherford Elementary School 115 Rutherford Rd Stillwater, MN 55082-4524	Sold to: Stillwater Area School District 834 1875 Greeley St S Stillwater, MN 55082-6079
---	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

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Date of Proposal: 4/14/2020

Proposal Expiration Date: 5/29/2020



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Attention:
Audrey Putnam
putnama@stillwaterschools.org

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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com



Houghton Mifflin Harcourt

Proposal

Prepared For

Stonebridge Elementary School

Attention:

Joan Hurley

hurleyj@stillwaterschools.org

For the Purchase of:

Math Expressions K-6

Prepared By

Merlin Ravndalen

merlin.ravndalen@hmc.co

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Houghton Mifflin Harcourt

Attention:
Joan Hurley
hurleyj@stillwaterschools.org

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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.co

Proposal for Stonebridge Elementary School Math Expressions K-6

ISBN	Title	Price	Quantity	Value of All Materials
------	-------	-------	----------	------------------------

Grade 1**A la Carte Items Available for Purchase****Student Materials**

1681145	9781328764317	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 1	\$37.45	77	\$2,883.65
---------	---------------	---	---------	----	------------

Total for A la Carte Items Available for Purchase	\$2,883.65
--	-------------------

<u>Total for Grade 1</u>	\$2,883.65
---------------------------------	-------------------

Grade 2**A la Carte Items Available for Purchase****Student Materials**

1681146	9781328764324	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 2	\$37.45	71	\$2,658.95
---------	---------------	---	---------	----	------------

1677937	9781328742315	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 2	\$10.25	71	\$ 727.75
---------	---------------	---	---------	----	-----------

Total for A la Carte Items Available for Purchase	\$3,386.70
--	-------------------

<u>Total for Grade 2</u>	\$3,386.70
---------------------------------	-------------------

Grade 3**A la Carte Items Available for Purchase****Student Materials**

1681147	9781328764362	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 3	\$37.45	77	\$2,883.65
---------	---------------	---	---------	----	------------

1677938	9781328742322	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 3	\$10.25	77	\$ 789.25
---------	---------------	---	---------	----	-----------

Total for A la Carte Items Available for Purchase	\$3,672.90
--	-------------------

<u>Total for Grade 3</u>	\$3,672.90
---------------------------------	-------------------

Grade 4**A la Carte Items Available for Purchase****Student Materials**

1681148	9781328764379	Math Expressions (StA) Consumable Student Activity Book Collection w/Mathboards Softcover Grade 4	\$37.45	83	\$3,108.35
---------	---------------	---	---------	----	------------

1677939	9781328742346	Math Expressions (StA) Homework and Remembering Consumable Collection Grade 4	\$10.25	83	\$ 850.75
---------	---------------	---	---------	----	-----------

Total for A la Carte Items Available for Purchase	\$3,959.10
--	-------------------



Attention:
Joan Hurley
hurleyj@stillwaterschools.org

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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

Proposal for
Stonebridge Elementary School
Math Expressions K-6

ISBN	Title	Price	Quantity	Value of All Materials
------	-------	-------	----------	------------------------

Total for Grade 4
\$3,959.10*Subtotal Purchase Amount:***\$13,902.35***Shipping & Handling:***\$417.07****Total Cost of Proposal (PO Amount):****\$14,319.42******Please add proper sales tax to your order******Houghton Mifflin Harcourt**

Attention:
 Joan Hurley
 hurleyj@stillwaterschools.org

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Customer Experience
 9400 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hmc.com

Total Cost of Proposal (PO Amount): \$14,319.42

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 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Stonebridge Elementary School 900 Owens St N Stillwater, MN 55082-4451	Sold to: Stillwater Area School District 834 1875 Greeley St S Stillwater, MN 55082-6079
---	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
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Date of Proposal: 4/14/2020

Proposal Expiration Date: 5/29/2020



Houghton Mifflin Harcourt



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Attention:
Joan Hurley
hurleyj@stillwaterschools.org

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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com



Agenda Item V. F.
Date Prepared: April 30, 2020
ISD 834 Board Meeting

Consent Agenda Item: Level III Grievance Response

Meeting Date: May 14, 2020

Contact Person: Cathy Moen, Executive Director of Administrative Services

Background:

Ms. Stivland, Ms. Pearson, and Ms. Riehle, as representatives of the Board, heard the Level III Grievance. Based on the facts presented during the hearing, a recommendation has been made by Ms. Stivland, Mr. Pearson, and Ms. Riehle. Background information has been provided to the board.

Recommendation:

Board approval of recommended action.



Agenda Item: VI. A.
Date Prepared: May 1, 2020
ISD 834 Board Meeting

Agenda Item: Distance Learning/COVID-19 Update
Meeting Date: May 14, 2020
Contact Person: Superintendent Denise Pontrelli

Background:

Superintendent Pontrelli will provide an update on the district's distance learning and responses to COVID-19.

No Action required.



Agenda Item VI. B.
Date Prepared: May 8, 2020
ISD 834 Board Meeting

Report for Action: Preliminary General Fund Budget

Meeting Date: May 14, 2020

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

Action Timeline: June 11, 2020

Summary:

Enclosed in the School Board packet are budget exhibits for the Preliminary General Fund Budget review and presentation.

The Budget Exhibits are:

- Exhibit A: Projected General Fund Balance
- Exhibit B: Unassigned General Fund Balance Considerations
- Exhibit C: Unforeseen General Fund Budget Costs and Savings
- Exhibit D: Budget Questions and Answers

A copy of the Preliminary General Fund Budget documents was provided.

Recommendation:

This is a report for action. Action will be requested at the June 11, 2020 board business meeting.

Projected General Fund Balance

	Estimated Revenue	Estimated Expenditures	Revenue/Expenditures Balance	Fund Balance
Projected Categorial Gen. Fund Balance 7/1/20				\$ 21,495,902.00
Projected Categorial Gen. Fund Revenue 20/21	\$ 106,599,809.00			
Projected Categorial Gen. Fund Expenditures 20/21		\$ 104,236,884.00		
Projected Categorial General Fund Change			\$ 2,362,925.00	
Projected Capital Outlay Revenue 20/21	\$ 2,981,693.00			
Projected Capital Outlay Expenditures 20/21		\$ 3,500,990.00		
Projected Capital Outlay Fund Change			\$ (519,297.00)	
Projected LTFM + Other Revenue 20/21	\$ 3,937,709.00			
Projected LTFM + Other Expenditures 20/21		\$ 6,908,000.00		
Projected LTFM + Other Fund Change			\$ (2,970,291.00)	
Totals Revenue, Expenditures Changes Balance	\$ 113,519,211.00	\$ 114,645,874.00	\$ (1,126,663.00)	
Change in Revenue vs Expenditures				\$ (1,126,663.00)
Projected General Fund Balance 6/30/21				\$ 20,369,239.00
Projected Unassigned General Fund Balance 7/1/21	\$ 11,972,721.00			
Projected Capital Outlay Fund Balance 7/1/21	\$ 4,674,206.00			
Projected LTFM + Other Fund Balance 7/1/21	\$ 3,722,312.00			
Projected General Fund Balance 7/1/21				\$ 20,369,239.00

Unassigned General Fund Balance Considerations

Budget Item:	2019-20 Fiscal Year	2020-21 Fiscal Year
Contract Settlements		\$ 2,000,000.00
COVID 19 Set Aside	\$ 450,000.00	\$ 200,000.00
Transportation & Other Cost Reductions	\$ (550,000.00)	
Pathway Program & Other Essential Staffing		\$ 250,000.00
Estimated Unassigned Fund Balance 7/1/20	\$ 9,600,000.00	
Estimated Unassigned Fund Balance 7/1/21		\$ 12,000,000.00
Estimated Budget Adjustments	\$ (100,000.00)	\$ 2,450,000.00
Unforeseen Budget Adjustments (1.25%)	\$ 1,300,000.00	\$ 1,300,000.00
Estimated Unassigned General Fund Balance	\$ 8,400,000.00	
Unassigned Fund Balance with Contract Settlement		\$ 8,250,000.00
5% of Total Expenditures vs Fund Balance Goal	\$ 5,732,295.00	\$ 5,732,295.00
Best Estimated Fund Balance Each F.Y.	\$ 8,400,000.00	\$ 8,250,000.00

Exhibit C

Unforeseen General Budget Costs and Savings	+ Costs or -	+ Savings or -
---	--------------	----------------

2020 - 2021 Fiscal Year		
Transportation Terminal Lease	x	x
Employee Benefits	x	
Sub Teachers & Overtime Compensation		x
Part Time Salaries		x
COVID 19 Supplies/Costs	x	
Technology Equipment & Staffing	x	
Travel		x
Fees/Interest/Third Party Billing	x	x
Tuition	x	
Administration		x
Staff Retirements		x
Essential Hiring		x
Proration of State Aid	x	
Shift in State Aid	x	
Supplies		x
Utilities/Maintenance		x
Legal Expense	x	
Administration Chargebacks	x	
Student Enrollment	x	
Activities/Rent		x
Tax Abatements	x	
Surprises (What we don't know)	x	x

Stillwater Schools/District 834

Budget Questions and Answers

April 23, 2020

**“A budget is more than just a
series of numbers on a page;
it is an embodiment of our values.”**

Barack Obama

Exhibit D

What we know/what we don't know:

A. *Is the Preliminary Budget Accurate?*

Yes and No: The preliminary budget is accurate in that it has been developed with a team of trained and dedicated District 834 professionals. No one knows more about the revenue and expenditures of Stillwater Schools than the individuals who work in the District. They know the programs, the staffing and Minnesota State statutes used to create the budget documents that the District relies on to prepare the plan for the upcoming fiscal year and beyond.

The preliminary budget is **not** accurate by the fact the information used to prepare the budget is outdated almost immediately. Things change rapidly in a school district. The number of students served changes on a daily basis; staff retire, have life changes and earn an advanced degree. These are just a few examples of changes that impact expenditure and revenue assumptions. Budgets change because district plans change, leadership changes, costs change and the economy changes. The School District is not able to adjust the budget every day or each time a budget input changes. Most school districts develop a preliminary budget each spring and revise the budget after the State Legislature and the property tax levy sets the funding parameters in the late fall or early winter. The budget development team is a group of “educated budget professionals” who provide the best possible estimates so the school board is able to make the best possible decisions.

B. *Will Stillwater Schools operate regular classes this August?*

Stillwater Schools will prepare to operate regular classes this August. District administration is preparing to meet the teaching and learning challenges of opening Stillwater Schools in August 2020. Preparing for the students, their families and district staff will require flexible planning focused on options that will fit the needs of ALL students.

The most significant factor confronting Stillwater Schools in opening classes in August is the possible reoccurrence of COVID-19 this fall. The administrative team will prepare flexible teaching and learning scenarios in order to ensure the district will have the staff and programming in place to meet the needs of students, their families and the larger community.

Stillwater Schools' current budget plan is adaptable enough to adjust to the uncertain future related to the Coronavirus.

C. *Does the school district need to retool the proposed preliminary 2020-2021 budget now?*

No: Not only is it not necessary but I believe unwise. My rationale is based on the many unknowns faced by the School District during this time of COVID-19. How many students will be enrolled when classes commence in August? What changes in funding will occur over the next three months? Will tax revenues remain steady? When will we settle the district labor agreements? What will the Minnesota State Legislature do? Will COVID-19 make a comeback in September? All these reasons suggest waiting and then working on budget updates in the fall/winter.

At the present time, most budget development team members are not in the office and it would be difficult to pull them together for budget planning and development. Trying to communicate with team members and update the preliminary document with all the unknowns may produce faulty assumptions and the results will not only be inaccurate but may lead to unwise decisions.

It is like trying to change the tires on a moving car while at the same time not knowing what is around the corner and who may be asking for a ride. It is better to stop and change the tires before moving forward. The same is true with budget development....using facts to build the budget will produce better budget outcomes.

D. *Why don't we just start over at zero and build the budget from the ground up?*

Faulty budget inputs will produce inaccurate and unclear budget results: Starting from scratch is not an efficient use of school board time and will not likely produce the desired outcome. The same unknowns listed above would be employed to build an updated preliminary budget. Trying to gather all the necessary budget information with the majority of the budget team out of the office and a new budget director would be very difficult and not provide a better budget at this time.

I believe a better use of the board members' time and energy is to review what we know, make sure the general fund unassigned budget reserve of 5% is protected, review the budget on an ongoing basis with administration monitoring the changes that are occurring over the summer/early fall and plan for a revised budget that will prepare the district to meet the challenges of 2020-2021 fiscal year. This will require a larger investment of time by the school board and administration to ensure all the future adjustments are cataloged, updated and maintained in order to make the revisions in the late fall and early winter. This will supply the leadership team with the data and information necessary to create an outcome based revised budget.

E. *What should the School Board do now?*

Discuss with administration what we know now and how to plan for an unknown future: At the present time we know a couple of things that will need to be included in planning for the revised budget. We know a number of employee labor agreements are in the middle of negotiations. The district needs to make sure it takes into consideration the potential settlements and include them in its budget plans (not adjust the preliminary budget until a settlement is reached). Possible cost savings need to be part of district budget revision planning and any programming expenditures that will make the district a more attractive alternative for families to enroll in Stillwater Schools. Examples would be the saving from not transporting students the final two months of the school year and the pathway program at Stillwater High School.

In my opinion the district should explore expenditure reductions, where possible, for the remainder of the current school year and plan for a 1.25% set aside for unforeseen expenditures. In addition essential hiring model developed by the administration, no out-of-state travel and using good judgment on any expenditure, budgeted or not, for the remainder of the current fiscal year will reduce the need for additional budget reductions in the next fiscal year.

F. *Comments and Questions*



Agenda Item: VI. C.
Date Prepared: May 7, 2020
ISD 834 Board Meeting

Agenda Item: Chromebook Purchases

Meeting Date: May 14, 2020

Contact Person: John Perry, Director of Learning Technology and Design Systems

Background

Mr. John Perry will be presenting the purchase of 1,400 Chromebooks to replace and replenish aging Chromebooks district-wide, as needed to maintain state testing guidelines and to meet the needs of our students.

Location(s): District Wide

Project Name: Chromebook Purchases

Fund: Technology

Recommendation:

This will be brought to the May 28, 2020 meeting for board approval.

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.

REQUESTED BY: John Perry **DATE:** 05/14/20

DESCRIPTION OF REQUEST

The purchase of 1400 Replacement Chromebooks to backfill obsolete devices.

FINANCIAL IMPACT

\$ 399,700.00 for 1400 Chromebooks

Budget(s) Impacted:

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): Technology Reserve

.

☒ **No**

PROGRESS MONITORING

Chromebook purchases are all one-time as funding permits. Once a chromebook is purchased and licensed, that chromebook has no ongoing costs (except potential repair). However, chromebooks do need to be replaced cyclically (5-6 years).

Inventories are generally evaluated annually with budget cycles. We currently expect to repeat this expenditure next year, and the following year.



Additional Information:

- ISD#834 has approximately 3000 chromebooks expiring in July 2021.
 - ISD#834 provided over 1100 chromebooks to families amid the Covid-19 response.
 - 35 Chromebook Carts have been dismantled for the Covid-19 response making 1400 devices available for checkout - all of these devices will drop off support (including for testing) in July 2021.
 - Remaining devices scheduled for obsolescence from the 35 dismantled carts (approximately 300) will be inventoried to the Library Media Centers for checkout to support student access at home.
 - Students who received a chromebook for the Covid-19 response will keep that device while enrolled with ISD#834. These devices are approximately 5 years old.
 - This purchase authorization will functionally replace all device sets that were dismantled and distributed for the Covid-19 response.
 - Another 1400 devices will need to be purchased each year for the next 2 years to maintain our current learning environments as chromebooks age-out of supported operation and no longer function as MCA testable devices.
 - These purchases will maintain our current implementations, they will not expand it.
 - The District will need to re-evaluate the chromebook replacement schedule in 2023
 - The cost of maintaining our current system is approximately \$400K/year or less.
 - The cost of moving to a universal access program, assigning a device to every student, is approximately \$600K/year. (based on 3 cohorts of 650 students and assuming a total device price of \$300/ea w/ 4 year life)
- *Universal access programs require permanent, long-term, funding commitments.*

QUOTE CONFIRMATION



DEAR JOHN PERRY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES:

Please keep in mind that this pricing on the Acer C871 is while supplies last. Please don't take too long to place the order.
Oleg

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LJFN703	3/30/2020	ACER C871	3980182	\$399,700.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Google Chrome Management Console License - Education Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Sourcewell RFP 081419 Tech Catalog - Chromebook (081419-CDW)	1400	3577022	\$24.50	\$34,300.00
CDWG EDU White Glove Service for Chromebooks and Chrome OS Devices T1 Mfg. Part#: CDWCHROMEOS SVC1 UNSPSC: 43232401 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1400	3254461	\$6.00	\$8,400.00
CDW Intermediate Custom Asset Tag/Label applied to a device (CDW Configs) Mfg. Part#: INTERMD CSTM TAG UNSPSC: 81111511 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1400	500817	\$5.00	\$7,000.00
Acer Chromebook C871-C85K Celeron 5205U 4GB RAM 32GB Chrome Mfg. Part#: NX.HQEAA.001 Contract: Sourcewell RFP 081419 Tech Catalog - Chromebook (081419-CDW)	1400	5937628	\$250.00	\$350,000.00

PURCHASER BILLING INFO		SUBTOTAL	\$399,700.00
Billing Address: STILLWATER SCHOOL DIST. #834 1875 GREELEY ST S STILLWATER, MN 55082-6094 Phone: (651) 351-8340 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$399,700.00
DELIVER TO Shipping Address: STILLWATER SCHOOL DIST. #834 JOHN PERRY 1875 GREELEY ST S STILLWATER, MN 55082-6094 Shipping Method: Best Way Custom Freight		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Oleg Krylov

|

(866) 770-0358

|

olegkry@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Agenda Item: VI. D.
Date Prepared: May 7, 2020
ISD 834 Board Meeting

Agenda Item: RFP Report for Student Information Systems
Meeting Date: May 14, 2020
Contact Person: John Perry, Director of Learning Technology and Design Systems

Background

Mr. John Perry will be reporting on the RFP process for seeking Student Information System, Learning Management System, and Assessment & Analytics software services for the district. The District has used Skyward for over 20 years and is seeking solutions that would provide a more integrated environment for teachers, parents, and students while also exploring potential cost savings.

Location(s): District Wide

Project Name: RFP - Student Information System and other integrated services

Fund: Technology

Recommendation:

Contract recommendation will be brought to the May 28, 2020 meeting for board approval.



ISD #834 RFP

Student Information System and other integrated services



Summary of Current Systems





Student Information Management

- **Authoritative Student Records**
- **Enrollment & Attendance Accounting**
- **State & Federal Reporting (MARRS, MCCC, CRDC)**
- **Data Source and Repository for Standardized Testing (MCA, ACT, CogAT, etc)**
- **Management of Health, Behavior, and Counseling Records**
- **Official Record of Student Achievement (Transcripts)**



Learning Management System

- **Gradebook**
- **Assignments**
- **Instructional Videos**
- **Classroom Tests & Quizzes**
- **Online Discussion**
- **Syllabus**



illuminate education

Assessment & Analytics

- **Benchmark Assessments / Common Formative / Common Summative Assessments**
- **Repository for All Testing Results**
 - MCA, Benchmark, FAST, PreACT, ACT, CogAT, ACCESS, MTAS, NWEA MAP, Survey Data, PreSchool Skills, Kindergarten Readiness, etc.
- **Reporting Authority**
 - Read Well by 3rd Grade
 - Longitudinal MCA Analysis
 - Comparative Reporting (MCA, FAST, MAP, etc)
- **Elementary Report Card (Standards Based)**

Request for Proposals

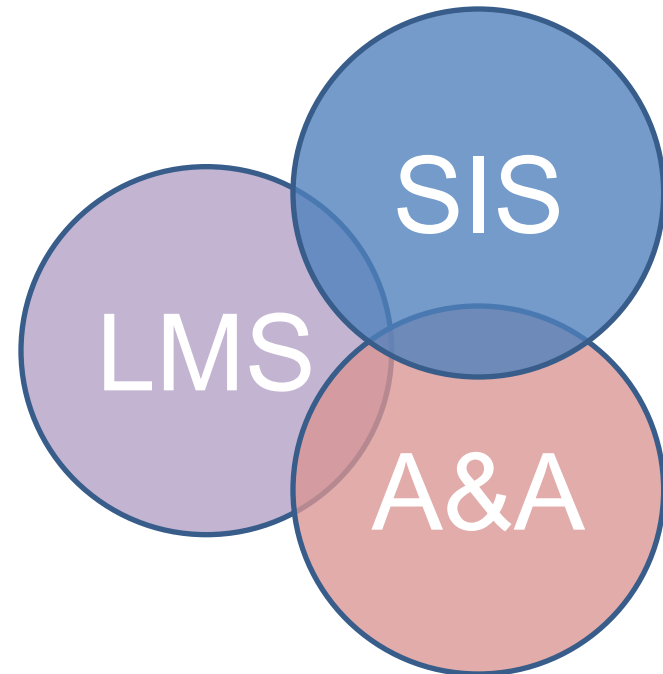
www.stillwaterschools.org/rfp

Stillwater Area Public Schools (“the District”) invites interested vendors to provide information to the District detailing their best solutions for the sale and delivery of a State of Minnesota approved Student Information System, including a fully functional Learning Management System and Assessment platform.

Going From



Going To



Going From

Going To

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Stillwater
AREA PUBLIC SCHOOLS

Specific Problems to Solve

- Improve Parent, Teacher, and Student Experiences
- Create More Data Presence Across Systems
- Consolidate Gradebooks
- Lower Cost

Project Challenges

- Parent, Teacher, Student Training & Support
- Re-Integration with Existing Learning Systems
- Migration Support (staffing)
- Change is Hard

RFP Responses

- Worked with 5 Companies
- 4 Companies Responded
- 2 Companies Provide All Services (under one roof)
- 3 Proposals Would Save Cost

Project Calendar

- May 28th – Finance Working Group Review
- May 28th – Board Approval Action Item
- June – Project Planning Meetings
- June 30th – Contract(s) are signed
- July 1st – Implementation Begins
- January 2021 – Student & Staff Access for
PreScheduling
- February 2021 – Online Enrollment Live
- July 2021 – Cutover Production Environment
- August 1st 2021 – New System Live
- August 2021 – Parent, Teacher, Student
Access is Provided



Recommendation

Power School Suite

- SIS, LMS, and Assessment & Analytics under one roof
- One app for parents
- District already uses Schoology (PowerSchool LMS)
- Integrated Gradebook between SIS and LMS
- Parents will Gain Access to Assessment & Analytics
- Lower Cost
- Proven in Minnesota



Next Steps

- Review Contract(s)
- Finance Working Group Discussion & Review of RFP evaluation and results.
- Board Action Item on May 28th 2020



Agenda Item VI. E.F.G.H.
Date Prepared: May 6, 2020
ISD 834 Board Meeting

Agenda Item: Policies for First Reading
Meeting Date: May 14, 2020
Contact Person(s): Policy Working Group

Summary:

The Policy Working Group will be presenting the following policies for first review:

- E. Policy 428-Employee Technology & Internet Access and Acceptable Use
- F. Policy 524-Student Technology & Internet Access and Acceptable Use
- G. Policy 506-Student Discipline
- H. Policy 514-Bullying Prohibition

Recommendation:

These policies will come to the next meeting for a second reading.

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Employee Technology and Internet Access and Acceptable Use	428	Adopted:	Annually

I. PURPOSE

The School Board recognizes that technological resources can enhance employee performance by offering effective tools to assist in providing a quality instructional program, facilitating communications with parents/guardians, students, and the community, supporting district and school operations, and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.

Employees shall be responsible for the appropriate use of technology and shall use the district's technological resources primarily for purposes related to their employment. Employees may have limited personal use of technology that is confined to break-times and does not negatively impact the technology, the employee's job performance, or their work environment, so long as all other policies and regulations are being adhered to.

II. NOTICE TO EMPLOYEES

The Superintendent or designee shall provide copies of related policies, regulations, and guidelines to all employees who use the district's technological resources. Employees shall be required to acknowledge that they have read and understood the district's policies related to technology. (add annually)

III. CONTENT FILTERING FOR EMPLOYEES

The Superintendent or designee shall ensure that all District computers with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or child pornography and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose.

IV. PRIVACY STATEMENT

To ensure proper use, the Superintendent or designee may monitor employee usage of technological resources, including all network traffic, email, and stored files. Monitoring may occur at any time without advance notice or consent.

Employees shall be notified that computer files and electronic communications, including email and voicemail, are not private. Technological resources shall not be used to transmit confidential information about students, employees, or district operations without authority. When authorized, any electronic transmission of confidential information must be clearly noted as such in the header, subject line, or footer.

V. PUBLISHING STUDENT WORK

The board recognizes that staff wants to celebrate student achievement and work by publishing their accomplishments online. The Board expects staff to acquire prior approval from a student's parent/guardian prior to publishing any student images or work as needed. (public publishing)

VI. ELECTRONIC COMMUNICATION WITH STUDENTS

Employees shall communicate electronically (2-Way communication) only with students through their District approved technology resources. Violation of this article will result in disciplinary action, and/or legal action in accordance with law, Board policy, and administrative procedures.

A. Texting Exception

1. Staff may use text-based messaging with any student with whom they share a familial relationship without conditions.
2. Staff may use text-based messaging with students under the following conditions:
 - a. Proper notice has been provided to parents regarding the use of text-based messaging, including the person(s), purpose(s), and time frame(s) during which such communications will take place.
 - b. The content and context of the text-based messages directly relate to the academic, athletic, or club to which the staff and student need text-based communication to support.
 - c. Parents and students are provided an opportunity to opt-out of text-based communications between a staff and student.

VII. USE OF INTERNET-BASED RESOURCES

The Board recognizes that employees require the use of Internet-based resources beyond the scope of what has been officially adopted by the District. Employees must notify their site Principal or Superintendent of any Internet-based resources which they control that directly relate to their employment with the District. Employees must also remove any content immediately upon the request of their site Principal, Superintendent or direct supervisor. Employees must take offline and stop using any Internet-based services upon the request of their site Principal, Superintendent or direct supervisor.

Employees using Internet-based resources to publish information to web sites, blogs, forums, or other online communications representing the school or district shall do so unidirectionally; whereby information is only provided via One-way Communication*. These resources must be set up in such a way that they cannot be used as two-way communication platforms. Such resources shall be subject to rules and guidelines established for district online publishing activities including, but not limited to, copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. The District retains the right to delete material on any such online resource and employees must comply with the District request to do so.

VIII. EMPLOYEE USE OF TECHNOLOGY RULES AND RESPONSIBILITIES

- A. Employees are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, including the user obligations and responsibilities specified below.
1. The employee in whose name an online services account is issued is responsible for its proper use at all times. Employees shall keep account information private. Each employee shall only use the account(s) to which they have been assigned. Under no circumstance shall employees reveal their passwords to anyone.
 2. Employees shall use computer systems and the Internet safely, responsibly, and primarily for work-related purposes.
 3. Employees shall not access, post, submit, publish, or display harmful or inappropriate manner that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, ethnicity, national origin, sex, gender, gender identity, sexual orientation, age, disability, religion, or political beliefs.
 4. Employees shall not use the district computer systems or the Internet to promote unethical practices or any activity prohibited by law, Board policy, or administrative procedure.
 5. Employees shall not use district computer systems or the Internet to engage in commercial or other for-profit activities without permission of the Superintendent or designee.
 6. Copyrighted material shall be posted online only in accordance with applicable copyright laws.
 7. Employees shall not engage in computer **hacking**; broadly **defined** as intentionally accessing a computer, computer system, network, network system, or user account without authorization or exceeding one's authorized access.
 8. Users shall report any security problem or misuse of the services to the Superintendent or designee.
 9. When using email to discuss issues and data surrounding individual students, staff is required to indicate that the email contains confidential information by including the word "confidential" in either the email's subject or main message area.
 10. When using email to transfer one or more sets of student data (i.e. an excel document of student names and addresses), staff are required to secure the email's attachment(s) using encryption.

IX. DEFINITIONS

"One-way Communication" is defined as any Internet, app, or cellular based communication where a message is sent or posted with no continuing dialogue. An example would be a staff member using an internet based texting service to notify the class of an upcoming test, where that service is one-way and doesn't facilitate the recipient's action to reply.

"Two-way Communication" is defined as any Internet, app, or cellular based conversation where there is a message, a response, and a response to the response. For instance, a staff member could post a notice on Facebook (message), and people could comment on that post (a response) without this being considered two-way communication. When the teacher responds with a comment (a response to a response), there is now a two-way communication and therefore a conversation is taking place.

"Text Messaging" is defined as any communication platform that is enabled from a cellular phone, tablet device, or messaging application that facilitates private communication between two parties via text, videos, or images being sent and received. This includes standard cellular text messaging, sms and mms protocols, and any apps that perform similar functions such as, but not limited to, WhatsApp, Snapchat, Signal, Facebook Messenger, etc.

“District authorized Internet-based resources” are any communication platform adopted and/or paid for by the school district including but not limited to district email, gradebook software, student information system(s), learning management systems, etc..

Legal References:

17 U.S.C. § 101 *et seq.* (Copyrights)

47 C.F.R. § 54.520 (FCC rules implementing CIPA)

Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)

STUDENTS

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Student Technology and Internet Access and Acceptable Use	524	Adopted: 12-18-2014 Reviewed: 04-25-2019	Annually

I. PURPOSE

The School Board believes that ~~users~~ students should have an opportunity to access the Internet to facilitate learning, and for educational and personal growth in the use of technology, resource sharing, information gathering and communication skills. The use of the District technology system and access to use of the Internet is a privilege, not a right.

II. GENERAL STATEMENT OF POLICY

Access to ~~the~~ District technology systems and to the Internet enables students ~~and staff~~ to explore thousands of libraries, databases, bulletin boards, and other global resources while exchanging messages with people around the world. The District expects that staff will blend thoughtful use of the school District technology system and the Internet throughout the curriculum and will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, as well as bullying awareness and response.

The value of access to information and interaction on the Internet far outweighs the risk that users may procure material that is inconsistent with the educational goals of the District.

~~Users~~ Students are expected to use Internet access through the District technology systems to further educational and personal goals consistent with the mission and policies of the District. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited purpose network.

III. NOTIFICATION / DISCLAIMER

- A. Students will use the District technology systems, resources and accounts to access the ~~I~~Internet.
- B. The District makes no warranties, expressed or implied, for the Internet access it is providing. The system is provided on an "as is, as available" basis.
- C. The District will not be responsible for any damages users experience, including but not limited to, damage, loss or unavailability of data stored on or accessed through the district technology system or for delays or interruptions in service or misdeliveries or non-deliveries of information. Additionally, the ~~D~~istrict will not be responsible for the

accuracy, nature or quality of information stored or gathered on the District technology system.

- D. The District will not be responsible for personal property used to access the District technology system or networks.
- E. The District will not be responsible for the setup or maintenance of personal property used for remote access to District technology devices, networks, or District provided Internet access.
- F. The collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, are governed by the Minnesota Data Practices law and District policy Data Privacy Protection and Privacy of Pupil Specific Data Policy.
- G. District policy and all its provisions and rules are subordinate to local, state and federal statutes.
- H. The District will not be responsible for financial obligations incurred by users through district technology systems or the Internet. Parents/guardians must be aware that it is possible to purchase goods and services via the Internet.

IV. FILTERING TECHNOLOGY

- A. The District will use various means to limit student ~~and adult~~ access to the Internet; however, these limits do not provide a foolproof means for enforcing the provisions of District policy and rules.
- B. Filtering technology will be narrowly tailored and will not discriminate based on viewpoint.
- C. The District will monitor online activities and employ technology protection measures during use of such technology devices by ~~minors and adults~~ all users on the network. The technology protection measures- utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.

The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:

 - a. taken as a whole and with respect to minors, appeals to an indecent interest in nudity, sex, or excretion; or
 - b. depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual or perverted act or sexual contact, or a lewd exhibition of the genitals; or
 - c. taken as whole, lacks serious literary, artistic, political, or scientific value for minors.

- D. Technology protection measures may be disabled by authorized personnel, to enable access for bona fide research or other lawful purposes.

V. ACCEPTABLE USE AND RESPONSIBILITY

- A. Users exercising their privilege to use the Internet as a resource must take responsibility for their choices in accessing and viewing information, and creating and publishing content.

B. Guidelines for Internet and District Technology System Use

1. -It is impossible to assure that District staff can continually monitor each learner; therefore, it is important to emphasize the need for each student's cooperation to act responsibly. With Internet access, users join a community of millions of people who share a world of information resources. Since this community is not ruled by laws in the traditional sense, users of the district technology system and the Internet must abide by the following rules:
 - a. Users will be courteous and respectful in their messages to others, using appropriate language. Language that is knowingly false, defamatory, harassing, assaultive, bullying, discriminatory, obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit is prohibited.
 - b. Users will not use the District technology system to engage in any illegal act or violate any local, state or federal ordinance or law.
 - c. Users will respect legal protection provided by copyright laws, software licensing and trademarks.
 - d. The District-provided Internet access will not be used for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district, nor will it be used for political fundraising and lobbying, or religious proselytizing.
 - e. Users are prohibited from attempting unauthorized access to the District technology system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the District technology system may not be encrypted without the permission of appropriate school authorities.
 - f. By authorizing use of the District technology system, the District does not relinquish control over materials on the system or contained in files on the system. Users must be aware that they must expect only limited privacy in the contents of personal files on the District technology system. The District retains the right at any time to investigate or review the contents of any files and e-mail files. In addition, data and other materials in files maintained on the District technology system may be subject to review, disclosure or discovery under Minnesota Statutes, Chapter 13.
 - g. Users will not use the District technology system or Internet to access, review, upload, download, store, print, post, receive, transmit or distribute:
 1. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
 2. materials or information that includes language or images that are inappropriate in or disruptive to the education setting;
 3. materials that use language or images that advocate violence;

4. materials that may constitute bullying, harassment or discrimination.
- h. Users will not use the District technology system or Internet to:
 1. vandalize, damage, or disable property of another person or organization
 2. Degrade or disrupt equipment, software, or system performance by spreading computer viruses or by other means;
 3. Tamper with, modify or change the District technology system software, hardware, or wiring;
 4. Take any action to violate the District's technology security system, or use the system in such a way as to disrupt the use of other users.

~~2. Students~~

- a. ~~i.~~ Students may use the District technology system for educational purposes consistent with the educational mission of the District.

~~j.~~ For their safety, students will not send personal information about self or others, including but not limited to, home or school address, phone or credit card numbers or other personally identifiable information over the Internet.

~~b.~~

~~e. k.~~ Students who inadvertently access unacceptable material or an unacceptable Internet site should immediately report the situation to their classroom teacher or the building principal.

~~3. Staff~~

- ~~a. District provided Internet access is limited to educational purposes consistent with the educational mission of the District except for incidental, occasional and brief personal use. Use of the Internet must not interfere with the conduct of school business and must be consistent with other District policies and rules.~~
- ~~b. Staff will be responsible for maintaining appropriate employee-student relationships at all times, even if communication is made through a user's private personal account or personal system. Fraternization with students online in an unprofessional manner is prohibited.~~

~~C. Limitations on the uses of the District technology system described in District policy and rules apply to District employees regardless of whether students actually view or witness the offending materials or whether they could view or witness the offending materials.~~

- ~~1. Electronic mail is not private. System administrators have access to all files stored on District-owned servers and may need to use this access without prior warning. District employees should be aware that the District retains the right at any time to investigate or view the contents of their e-mail files.~~
- ~~2. Staff who inadvertently access unacceptable material or an unacceptable Internet site should immediately report the situation to their building principal or a district administrator.~~

VI. PARENT/GUARDIAN RIGHTS/RESPONSIBILITIES

- A. The proper use of the District technology system and the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents/guardians and employees of the District. Outside of school, parents/guardians are responsible for monitoring their student's use of the District technology system and of the Internet if the student is accessing the District technology system from home or a remote location.
- B. Parents/guardians have the right at any time to investigate or review the contents of their child's files and e-mail files and to request the termination of their child's individual account at any time.

VII. CONSEQUENCES OF DISTRICT TECHNOLOGY SYSTEM /INTERNET MISUSE

- A. Inappropriate or offensive content distributed electronically or posted to social media, regardless of whether it was done using the district technology system, may be investigated by school and District officials and, if warranted, may result in disciplinary action.
- B. Students ~~and/or staff~~ engaging in unacceptable use of the Internet when off school District premises may be in violation of this policy as well as other District policies. If the District receives a report of unacceptable use originating from a non-district technology device or resource, the District may investigate such reports to the best of its ability. Students ~~and staff~~ may be subject to disciplinary action for such conduct.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or District policy or rules.
- D. Evidence of illegal or prohibited activities may be disclosed to law enforcement authorities and civil or criminal liability under applicable laws may result. The District will cooperate fully with local, state or federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with District policies conducted through the District technology system.

~~1. Students~~

~~a.1.~~ Inappropriate use may result in termination of the student's access privileges and other consequences as described in the District's Discipline Policy, including, but not limited to, payments for unauthorized financial obligations, damages or repairs.

~~b.2.~~ Obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents/guardians. Inappropriate use may also result in suspension, expulsion or exclusion from school.

~~c.3.~~ Student use of Internet capabilities in a manner which violates any other school policy or procedure will be subject to additional consequences pursuant to the District and building disciplinary rules.

~~2. Staff~~

~~a. Depending on the nature and degree of a violation of District policies and rules, unacceptable use of the District technology system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for financial obligations incurred, damages and repairs; discipline under other appropriate District policies or rules, including, but not limited to, a warning, reprimand, suspension with or without pay, or termination of employment; or civil or criminal liability under other applicable laws.~~

VIII. DISTRIBUTION AND ACKNOWLEDGEMENT OF POLICY TERMS AND CONDITIONS

~~1. Parents/Guardians and Students~~

~~2.A.~~ Notification of this policy and the requirements herein will be provided to parents/guardians and students as part of the annual district handbook and on the District's web page.

~~A.B.~~ User agreement and acceptance of the terms and conditions of this policy will be accomplished through parental/guardian electronic acknowledgement via the District's online registration process at the beginning of each school year.

~~B. Staff~~

~~1. Notification of this policy and the requirements herein will be provided to staff electronically as a part of the annual staff online policy review and on the District's web page.~~

~~2. User agreement and acceptance of the terms and conditions of this policy will be accomplished as a part of the District's annual staff online policy review process.~~

Legal References:

15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)

17 U.S.C. § 101 *et seq.* (Copyrights)

47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))

47 C.F.R. § 54.520 (FCC rules implementing CIPA)

Minn. Stat. § 121A.031 (School Student Bullying Policy)

Minn. Stat. § 125B.15 (Internet Access for Students)

Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)

Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)

United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)

Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)

R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)

Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)

S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)

Kowalski v. Berkeley County Sch., 652 F.3d 565 (4th Cir. 2011)

Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)

Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)

M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Student Discipline	506	Adopted: 07-27-2017 Reviewed: 04-25-2019	Annually

I. PURPOSE

The purpose of this policy is to help all members of the school community work collaboratively to create a safe, supportive and equitable school climate through the use of positive discipline practices. Effective positive discipline results from an equitable, supportive environment that stresses student self-direction, decision-making and responsibility. **To this end, restorative practices are used throughout the system prior to, and/or in conjunction with discipline.**

All students have a right to learn and develop in a setting which promotes respect of self, others and property. Effective positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. **Stillwater Area Public Schools embraces a Multi Tiered System of Supports as well as Student Support Teams and Student Intervention Teams.**

II. GENERAL STATEMENT OF POLICY

1. It is the Board's intent to ensure that students are aware of and comply with the District's expectations for student conduct. Such compliance will enhance the District's ability to maintain discipline and ensure that there is no interference with the educational process.
2. The District believes that a fair and equitable District-wide school discipline policy will contribute to the quality of a student's educational learning experience.
3. The School Board recognizes that a positive and equitable learning environment is essential for students to thrive academically and developmentally.
4. The Board recognizes that no policy will cover all situations. Therefore, the building administrator(s) or designee will make a determination of the violation and/or consequence/disciplinary action when student actions are not specifically addressed. All actions by an administrator/designee will be made on a case-by-case basis.

III.—DEFINITIONS

~~"Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.~~

~~"Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.~~

~~“Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.~~

~~“Expulsion” means a school board action to prohibit an enrolled student from further attendance for up to 12 months from the date the student is expelled. The authority to expel rests with the school board.~~

~~“Removal from class” and “removal” mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five days, pursuant to this discipline policy.~~

~~“Restorative Practices” means actions and procedures that focus on respect, dignity, and mutual concern. They focus on interconnectedness of relationships, the ability to harm relationships and the repair of relationships. These practices are utilized by teachers, administrators and student support staff prior to the use of discipline procedures, as well as in conjunction with discipline procedures.~~

~~“Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten school days; provided, however, if a suspension is longer than five class periods, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. A suspension may be extended to 15 days when the District has initiated expulsion procedures. This definition does not apply to dismissal for one school day or less, except as provided in federal law, for a student with a disability.~~

III. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents.
- C. Principal / Building Level Administrator. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for managing student conduct, with

appropriate assistance from the administration. All teachers shall enforce the expectations for appropriate behaviors, as outlined in this policy. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

- E. Other District Personnel. All District personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent or designee. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents or Legal Guardians. Parents and guardians have the legal responsibility for the behavior of their children, as determined by law and community practice. Parents/guardians are expected to exercise the required controls so that the student's behavior will be conducive to the development of self-discipline and will not be disruptive to the school's educational program. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Community Members. Members of the community are expected to contribute to the establishment of a positive atmosphere at events sponsored by the school district or held on school district property.
- H. Students. All students shall be held individually responsible for their behavior and for understanding and complying with the behaviors outlined in this policy.

IV. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. To know and obey all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;

- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

V. STUDENT RIGHTS

- A. All students have the right to an education and the right to learn.
- B. Students have the right to be safe and free from threatening situations on school property, at school activities, and in District vehicles.

VI. UNACCEPTABLE BEHAVIOR AND STUDENT DISCIPLINE

- A. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also means a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events.
- B. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the District does not represent that it will provide supervision or assume liability at these locations and events.
- C. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the District or the safety or welfare of the student, other students, or employees. In addition, this policy applies to student conduct that has a nexus to school property or the school environment, including use of social media and other electronic communication.
- D. The following are examples of areas of unacceptable behavior subject to disciplinary action by the District. Definitions of each are included in the administrative procedures associated with this policy. Unacceptable behavior may also include violation of any local, state, or federal law. These examples are not intended to be an exhaustive list. Any student who engages in any of these activities shall be subject to discipline in accordance with this policy and applicable procedures.

1. Abuse: Verbal, written or otherwise expressed
2. Academic Dishonesty
3. Alarm (False)
4. Alcohol: Intent to sell, give or share, possession or use
5. Ammunition, mace or pepper gas possession
6. Arson
7. Assault: Aggravated, physical, verbal, written, or otherwise expressed
8. Attendance issues
9. Attire
10. Bodily Harm; Inflicting
11. Bullying
12. Burglary
13. Chemicals: Intent to sell, give, or share; or under the influence, attempted possessions, or use
14. Communication Devices
15. Cyber-bullying
16. Damage of or Tampering of Property (Vandalism)
17. Distribution or possession of literature, video, pictures, or otherwise unauthorized materials
18. Driving: Careless or reckless
19. Explosives, Possession and/or use
20. False Threat, Bomb or Other Act of Violence
21. False Fire Alarm: or tampering with or interference with any fire alarm system;
22. Falsifying, Altering or Tampering with Any Records
23. Fighting: Promoting/Instigating

24. Fire Extinguisher: Unauthorized Use
25. Fireworks: Possession or use of
26. Gambling
27. Gang or Cult Activity
28. Harassment
29. Hazing
30. Incendiary/Ignition Device Use or Fire
31. Insubordination
32. Interference, Disruption or Obstruction
33. Lewd Behavior
34. Nuisance and/or Recording Devices
35. Parking
36. Pornography
37. Propping, Rigging, or Disabling a Secure Door
38. Pushing, Shoving, and Scuffling
39. Records or Identification Falsification
40. Robbery or Extortion
41. Sexual Violence
42. Technology Related
43. Terroristic threats
44. Theft, or Knowingly Receiving or Possessing Stolen Property
45. Tobacco
46. Trespassing
47. Vehicle: Unauthorized Use
48. Weapon or Look-alike Weapon; Possession

49. Other acts: as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interfere with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VII. DISCIPLINARY ACTION OPTIONS

Every situation is unique and should be addressed on a case by case basis. The District will **make every effort to engage in restorative practices prior to, and as a part of** utilizing progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the District. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other District personnel, and verbal warning;
- B. Confiscation by District personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact and/or conference;
- D. Removal from class;
- E. In-school suspension;
- F. Suspension from extracurricular activities;
- G. Detention or restriction of privileges;
- H. Loss of school privileges;
- I. In-school monitoring or revised class schedule;
- J. Referral to in-school support services;
- K. Referral to law enforcement or other appropriate authorities, community resources or an outside agency;
- L. Financial restitution;
- M. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- N. Out-of-school suspension under the Pupil Fair Dismissal Act;

- O. Preparation of an admission or readmission plan;
- P. YCAPP alternative to suspension
- Q. Expulsion under the Pupil Fair Dismissal Act;
- R. Exclusion under the Pupil Fair Dismissal Act; and/or
- S. Other disciplinary action as deemed appropriate by the District.

VIII. REMOVAL OF STUDENTS FROM CLASS

- A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy.

Grounds for removal from class shall include any of the following:

- 1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
- 2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
- 3. Willful violation of any school rules, regulations, policies or procedures; or
- 4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one activity period or class period of instruction for a given course of study and shall not exceed five such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- B. If a student is removed from class more than ten times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for the Removal of a Student From a Class

1. If a student is removed from class, the teacher, principal, or other District employee will complete a report describing the student's behavior.
2. Teachers removing students from class are required to direct the student to the school office and verify his or her arrival as soon as practicable. Teachers will determine whether a student needs to be accompanied to the office, and, if so, make the necessary arrangements.
3. The administrator may, at his/her option, assign the student to supervision in another area specially designated for this purpose.
4. The student will remain in the custody of the building administrator or his/her designee for the duration of the time prescribed.
5. Students removed for more than one class period will receive assignments from the teachers to enable the student to keep up with his/her class work.

D. Return of a Student to a Class from Which the Student was Removed

1. The student may return to class after a conference with the appropriate administrator, teacher, and/or the parent(s)/Guardian(s). At the time of this conference, a plan of action will be established.
2. Students removed from class will be required to examine and take measures to correct it.

E. Notification Procedures

1. Parents/guardians of students removed from class will be notified as soon as practicable of the rule violation that led to the removal, and any conditions for readmission.

Students with Disabilities; Special Provisions

- a In cases involving students receiving special education services, appropriate special education staff will be notified of the removal to determine compliance with the student's IEP and to determine whether further assessment or change in the student's IEP is necessary.
- b In cases involving students with suspected disability, the student assistance team or school counselor will be notified and the school's pre-referral intervention process will be followed.

F. Devices for Detecting Chemical/Alcohol Use While on School Premises

1. Administration, with reasonable suspicion of student use of alcohol during the school day, and/or at school sponsored events, may implement or direct the use of a Passive Breath Alcohol Sensor Device to determine alcohol consumption.

2. Administration, with reasonable suspicion of student use of chemicals, may implement or direct the use of procedures allowed under law, to determine chemical use.
- G. Procedures for Addressing Alcohol and/or Chemical Use or Abuse Problems of Students While on School Premises
1. The District has established a chemical /alcohol abuse pre-assessment team (Student Support Teams or Student Intervention Teams) pursuant to Minnesota Statute 121A.26;
 2. The District has established teacher reporting procedures to the chemical/alcohol abuse pre-assessment team, pursuant to Minnesota Statute 121A.29.
- H. Procedures for Encouraging Early Detection of Behaviors Problems and Involvement of Parents/Guardians in Attempts to Improve a Student's Behavior
1. During the enrollment process, schools will gather as much information from parent(s)/guardian(s) as possible to determine any pre-existing academic, behavioral, or attendance concerns.
 2. School administrators will ensure the building is adequately supervised and that a system is in place for reporting behavior concerns, regardless of the time and day.
 3. School administration will have a plan for reviewing attendance records on a regular basis and then act on the attendance concerns in accordance with the appropriate county truancy program.
 4. Schools will establish a structure for teachers to discuss student behavior concerns that is clearly communicated and followed up by administration.
 5. Schools must have a team including administration, counselors, the school nurse, and other staff as available to review student academic, attendance, behavior and social/emotional concerns.
 6. Staff will intervene and support students early on as behavior concerns are surfacing.
 7. Schools will work with chemical health support staff to assess student behavior and determine whether or not chemical issues are present.
 8. In conjunction with the Special Education process, schools will have regularly scheduled meetings to consider whether students with academic, behavioral, or social/emotional concerns might need to be assessed for special education services.
 9. A formal structure will be created to share information as students transition between schools and grades to assist in continuous support and intervention.
 10. Schools will communicate with parent/guardian about academic progress and encourage parents/guardians to assist in identifying concerns.

IX. DISMISSAL

A. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored or extracurricular activities;
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

B. Suspension Procedures

1. If a student's total days of removal from school exceed ten cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
2. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of 15 days.
3. A child with a disability may be suspended. When a child with a disability has been suspended for more than five consecutive days or ten cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers,

shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten days after the sixth consecutive day of suspension or the tenth cumulative day of suspension has elapsed.

4. The school administration will implement alternative educational services when the suspension exceeds five days. Alternative educational services may include, but are not limited to:
 - a. Special tutoring;
 - b. Modified curriculum, instruction, and other modifications or adaptations;
 - c. Instruction through electronic media;
 - d. Special education services as indicated by appropriate assessments
 - e. Homebound instruction
 - f. Supervised homework;
 - g. Enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the student to progress toward meeting graduation standards.
5. The school administration shall have an informal administrative conference with the student who is suspended. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
6. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, implement alternatives to suspension, including but not limited to:
 - a. Strongly encouraging a parent or guardian of the student to attend school with the student for one day;
 - b. Petitioning the juvenile court that the student is in need of services.
7. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within 48 hours of the conference.

8. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible. In the event that the student's parent or guardian is not available for notification of the suspension at the time of the suspension, the student will remain in the school building for the remainder of the school day at a location or locations designated by the principal or his/her designee.
9. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within 48 hours of the suspension. Service by mail shall be complete upon mailing.
10. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five days.

C. Expulsion and Exclusion Procedures

1. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
2. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
3. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain the components required by the Minnesota Pupil Dismissal Act.
4. The hearing on a proposed expulsion shall be scheduled within ten days of the service of the written notice unless an extension, not to exceed five days, is requested for good cause by the school district, student, parent, or guardian.
5. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
6. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
7. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

8. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student or the parent or guardian providing them with access to and/or copies of the student's records.
9. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
10. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
11. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
12. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
13. The student cannot be compelled to testify in the dismissal proceedings.
14. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two days after the close of the hearing.
15. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
16. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within 21 calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

17. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
18. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within 30 days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
19. Whenever a student fails to return to school within ten school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within 30 days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

XII. STUDENT DISCIPLINE RECORDS

Complete and accurate student discipline records will be maintained. The collection, dissemination, and maintenance of student discipline records and information shall be consistent with applicable school district policies and federal and state law.

XIII. STUDENTS WITH A DISABILITY

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP.

If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline, up to and including expulsion, unless the student's educational program provides otherwise.

If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XIV. OPEN ENROLLED STUDENTS

The District may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court.

The District may terminate the enrollment of a nonresident student over the age of 17 enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

The District will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this Discipline Policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy is available, upon request, in each principal's office.

XVI. REVIEW OF POLICY

A committee shall convene annually to review this policy for effectiveness as prescribed by law. The committee will include principal, parent, student, and staff representatives. Recommended changes shall be submitted to the Board of Education for consideration.

XVII.III. DEFINITIONS

“Assault” is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

“Dismissal” means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

“Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

“Expulsion” means a school board action to prohibit an enrolled student from further attendance for up to 12 months from the date the student is expelled. The authority to expel rests with the school board.

“Removal from class” and “removal” mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five days, pursuant to this discipline policy.

“Restorative Practices” means actions and procedures that focus on respect, dignity, and mutual concern. They focus on interconnectedness of relationships, the ability to harm relationships and the repair of relationships. These practices are utilized by teachers, administrators and student support staff prior to the use of discipline procedures, as well as in conjunction with discipline procedures.

“Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten school days; provided, however, if a suspension is longer than five class periods, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. A suspension may be extended to 15 days when the District has initiated expulsion procedures. *This definition does not apply to dismissal for one school day or less, except as provided in federal law, for a student with a disability.*

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Bullying Prohibition	514	Adopted: 05-12-2011 Revised: 06-13-2019	Annually

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

~~III. DEFINITIONS~~

~~For purposes of this policy, the definitions included in this section apply.~~

- ~~A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:~~

- ~~1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or~~

2. ~~materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.~~

The term, "bullying," specifically includes cyberbullying as defined in this policy:

B. ~~"Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device, to include impersonating someone else and sending out communications in such a capacity. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.~~

C. ~~"Immediately" means as soon as possible but no later than the next school day, unless circumstances are legitimately prohibitive.~~

D. ~~"Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:~~

1. ~~Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;~~
2. ~~Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or~~

3. ~~Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.~~

E. ~~"On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.~~

- ~~F. “Prohibited conduct” means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.~~
- ~~G. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.~~
- ~~H. “Student” means a student enrolled in a public school or a charter school.~~

III. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal’s designee, or the building supervisor (hereinafter the “building report taker”) is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

IV. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

V. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VI. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance.
- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 4. The incidence and nature of cyberbullying; and

5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration may establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations.
 - G. The school district shall inform affected students and their parents of rights they may

have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

VII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

VIII. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with principals, staff, students, and parents.

IX. III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

“Bullying” means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

- 1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
- 2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, “bullying,” specifically includes cyberbullying as defined in this policy.

“Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on

a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device, to include impersonating someone else and sending out communications in such a capacity. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

“Immediately” means as soon as possible but no later than the next school day, unless circumstances are legitimately prohibitive.

“Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;
2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

“On school premises, on school district property, at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

“Prohibited conduct” means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

“Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.

“Student” means a student enrolled in a public school or a charter school.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)



Agenda Item VI. I.
Date Prepared: May 6, 2020
ISD 834 Board Meeting

Agenda Item: Policy for Third Reading
Meeting Date: May 14, 2020
Contact Person(s): Policy Working Group

Summary:

The Policy Working Group will be presenting Policy 520 – Student Surveys for a third reading.

This policy is included for your review.

Recommendation:

This policy will come to the next meeting for action.

STUDENTS

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Student Surveys	520	Adopted:	<u>3-year</u>

[Note: School districts are required by statute to have a policy addressing student surveys.]

I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys. This policy does not apply to instructional materials.

II. GENERAL STATEMENT OF POLICY

- A. Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.
- B. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant.
- C. There will be no requirement that the student return participate in the survey, and no record of the student returning participation a survey will be maintained.
- D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.
- E. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.
- Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch.

~~13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.~~

~~F. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.~~

~~G. This policy provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq.).~~

III.V. STUDENT SURVEYS CONDUCTED AS PART OF U.S. DEPARTMENT OF EDUCATION PROGRAM

A. All instructional materials, ~~including teacher's manuals, films, tapes, or other supplementary material~~ which will be used in connection with any survey, analysis, or evaluation ~~as part of any program funded in whole or in part by the U.S. Department of Education,~~ shall be available for inspection by the parents or guardians of the students within a reasonable amount of time after the request is received.

B. No student shall be required, ~~as part of any program funded in whole or in part by the U.S. Department of Education,~~ without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent or guardian, to submit to a survey that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent;
2. mental and psychological problems of the student or the student's family;
3. sex behavior or attitudes;
4. illegal, antisocial, self-incriminating, or demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. religious practices, affiliations, or beliefs of the student or the student's parent; or
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

~~C. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.~~

~~C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IVIII.A.~~

and ~~IVIII.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.~~

~~1. The following policies are to be adopted in consultation with parents:~~

- ~~a. The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.~~

~~“Parent” means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.~~

- ~~b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section ~~IVIII.B., above~~, including the right of a parent of a student to inspect, on request, any such survey.~~

- ~~c. The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received.~~

~~“Instructional material” means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.~~

- ~~d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).~~

- ~~e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.~~

~~(1) “Personal information” means individually identifiable information including a student or parent's first and last name; a home or other physical address (including street name and the~~

~~name of the city or town); a telephone number; or a Social Security identification number.~~

~~(2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:~~

~~(a) college or other post-secondary education recruitment or military;~~

~~(b) book clubs, magazines, and programs providing access to low-cost literary products;~~

~~(c) curriculum and instructional materials used by elementary and secondary schools;~~

~~(d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;~~

~~(e) the sale by students of products or services to raise funds for school-related or education-related activities; and~~

~~(f) student recognition programs.~~

~~(3) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Section III.V.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.~~

~~2. The policies adopted under Section IV.II.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.~~

~~a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.~~

b. ~~The notice will provide parents with an opportunity to opt out of participation in the following activities:~~

(1) ~~Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.~~

(2) ~~The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.H.B., above.~~

(3) ~~Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.~~

~~“Invasive physical examination” means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.~~

c. ~~The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.H.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.~~

d. ~~The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.~~

IV. NOTICE

A. The school district must give parents and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.

B. The school district must inform parents at the beginning of the school year-year of any planned surveys and approximate dates if the district or school has identified specific or approximate dates for administering the surveys, and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.

 C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

- D. The school district must give parents or adult students notice and an opportunity to opt the student out of participating in any non-emergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or of other students. These notice provisions~~The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.~~
- E. The school district will not engage in activities which involve the collection, disclosure or use of personally identifiable information from students, for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purposes); therefore the provisions of 20 USC 1232h do not apply.
- F. Notice to parents or adult students is not required for the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:
- a. college or other post-secondary education recruitment or military;
 - b. book clubs, magazines, and programs providing access to low cost literary products;
 - c. curriculum and instructional materials used by elementary and secondary schools;
 - d. tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;
 - e. the sale by students of products or services to raise funds for school-related or education-related activities; and
 - f. student recognition programs.

V. DEFINITIONS

- A. “Parent” means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

- B. **“Instructional material”** means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.
- C. **“Invasive physical examination”** means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.
- D. **“Personal information”** means individually identifiable information including a student or parent’s first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information;
Parent Notice and Opportunity for Opting Out)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. § 1232h (Protection of Pupil Rights)
34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)
Individuals with Disabilities Education Act (20 U.S.C. § 1400, et seq.).
~~Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309~~
~~(2002)~~
~~C.N. v. Ridgewood Bd. of Educ., 430 F.3d. 159 (3rd Cir. 2005)~~
~~Fields v. Palmdale School Dist., 427 F.3d. 1197 (9th Cir. 2005)~~

Cross References: ~~MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)~~
~~MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)~~
~~MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)~~



Agenda Item VII.A.
Date Prepared: May 6, 2020
ISD 834 Board Meeting

Item for Action: Pathways Coordinators
Meeting Date: May 14, 2020
Contact Person: Dr. Bob McDowell

Background:

During the 2019-2020 school year, the district utilized community education dollars to support a coordinator position for the second semester of the school year. District staff worked with The Partnership Plan to secure funding for summer planning, totaling \$38,300. In order to continue the programmatic planning, communication, curriculum mapping, and staff support, there is a need to continue funding both a 1.0 FTE Pathways Coordinator Position and a .4 FTE coordinator position, at an estimated annual cost of \$149,000. The item is coming before the board because it is above the \$50,000 threshold and was not included in preliminary budget for 2020-2021. An expenditure form is included with this action item. Specific responsibilities for each position are outlined below.

1.0 Pathways Coordinator Position for (2020-2021)

This full-time TOSA position will be responsible for leading the career pathways program in District 834.

- Provide vision & messaging for pathways program and communicate this to stakeholders, including District 834 staff and students, the larger Stillwater community and local businesses.
- Build relationships and procure partnerships with businesses.
- Serve as a liaison to post-secondary institutions.
- Set and implement budget
- Generate funding through industry partners, grants and community members.
- Oversee development of pathways program at the high school, including curriculum linked to post-secondary and/or local business partnerships.
- Lead Innovation Team to continue work around building level support and execution of initiatives.
- On-board staff, oversee writing time and lead PD.

0.4 Coordinator Position (2020-2021)

This part-time TOSA position will be responsible for the development and implementation of the high school pathways program. The primary goals will be to conduct curriculum mapping, audit licensure requirements for potential CIS and dual credit offerings, and provide guidance for the advancement and execution of new programming.

Recommendation:

A motion and a second to approve the Pathway Coordinator positions are requested.

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: Bob McDowell

DATE: 4/15/2020

DESCRIPTION OF REQUEST (Purpose, Intent, Reasoning)

1.0 Pathways Coordinator Position for (2020-2021)

This full-time TOSA position will be responsible for leading the career pathways program in District 834.

- Provide vision & messaging for pathways program and communicate this to stakeholders, including District 834 staff and students, the larger Stillwater community and local businesses.
- Build relationships and procure partnerships with businesses.
- Serve as a liaison to post-secondary institutions.
- Set and implement budget
- Generate funding through industry partners, grants and community members.
- Oversee development of pathways program at the high school, including curriculum linked to post-secondary and/or local business partnerships.
- Lead Innovation Team to continue work around building level support and execution of initiatives.
- On-board staff, oversee writing time and lead PD.

0.4 Coordinator Position (2020-2021)

This part-time TOSA position will be responsible for the development and implementation of the high school pathways program. The primary goals will be to conduct curriculum mapping, audit licensure requirements for potential CIS and dual credit offerings, and provide guidance for the advancement and execution of new programming. Data will be collected and analyzed to measure needs and progress.

ANTICIPATED BUDGET AREA(S) IMPACTED

Anticipated Budget Area(s) Impacted (direct/indirect costs): General Budget

Anticipated expense: \$149,000 (1.4FTE)

Is This a One-Time Expenditure?

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

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

☒ **No**, as long as the program continues to be a priority, the positions will potentially continue.

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

X **Yes** List Source(s): There is potential support from the TPP and the Andersen Foundation. In addition, Perkins/CTE money may be increased as a result of having people more specifically dedicated to helping our staff procure these funds? The CTE dollars are directly related to staff licensures and could be used to offset staffing costs.

No

NEXT STEPS (measurement and/or follow up)

If approved, the Pathways Coordinators will continue to provide updates as to the progress of the programming as well as next steps toward the continued development of the Pathways program.



Agenda Item VII. B.
Date Prepared: May 6, 2020
ISD 834 Board Meeting

Item for Action: 9th and 11th Grade Secondary English Language Arts Curriculum Expenditure
Meeting Date: May 14, 2020
Contact Person: Rachel Larson

Background:

As part of the board approved Secondary ELA Curriculum proposal at the January 23, 2020 School Board Business Meeting, this action item request is for 9th and 11th grade curriculum and professional development through Houghton Mifflin Harcourt. The total expenditure for both grades is \$128,592.59; 9th grade is \$62,794.41 and 11th grade is \$65,798.18.

This expense has already been earmarked and is within the board approved FY20 General Budget. Specifically, this expense will come out of the Learning and Innovation Department curriculum budget that was approved within the FY20 General Budget. An Expenditure Approval Form Fiscal Year 2019-2020 has been submitted for both the 9th grade and the 11th grade request.

Due to the curriculum and professional development budget cuts, we are not able to complete the full 9-12 curriculum implementation in one year. As a result, the Secondary ELA Committee had to determine what two grade levels should be prioritized and implemented first. It was determined that 9th and 11th grade was a priority due to curriculum requirements, the need for updated and sufficient resources and materials, and student needs.

Recommendation:

A motion and a second to approve the 9th and 11th grade curriculum and professional development are requested.

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: 4/15/2020

DESCRIPTION OF REQUEST (Purpose, Intent, Reasoning)

As part of the board approved Secondary ELA Curriculum proposal at the January 23, 2020 School Board Business Meeting, this request is for 9th grade curriculum and professional development through Houghton Mifflin Harcourt. The total proposal is \$62,794.41.

This expense has already been earmarked and is within the board approved FY20 General Budget. Specifically, this expense will come out of the Learning and Innovation Department curriculum budget that was approved within the FY20 General Budget.

The Secondary ELA Committee determined that prioritizing 9th grade was important so that starting next school year that class would have the new curriculum consistently for each of their 9th-12th grade years.

[Purchase Order](#)

ANTICIPATED BUDGET AREA(S) IMPACTED

Anticipated Budget Area(s) Impacted (direct/indirect costs): General Budget

This expense is within the board approved FY20 General Budget. Specifically, it will come out of the Learning and Innovation Department curriculum budget. Therefore, this is not an additional expense for the board.

Anticipated expense:

Is This a One-Time Expenditure?

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

Note: There will be additional on-going costs as we pay teachers to write curriculum. These costs are already in the approved FY20 General Budget and reserved within the Learning and Innovation Departments curriculum budget.

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

☐ **No**, as long as the program continues to be a priority, the positions will potentially continue.

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

☐ **Yes** List Source(s):

☒ **No**

NEXT STEPS (measurement and/or follow up)

We will likely begin professional development in June or July to ensure teachers have adequate time over the summer to prepare for implementation in the 2020-2021 school year.

In the future there will be more Houghton Mifflin Harcourt purchase orders for grades 10 & 12 as part of the Secondary ELA Curriculum Proposal but this specific form is for grade 9 only. However, all these funds have already been approved at the January 23, 2020 School Board Business Meeting and have been earmarked within the Learning and Innovation Department curriculum budget. This is not an additional expense for the board.



Houghton Mifflin Harcourt

Proposal

Prepared For

Stillwater Area Sch Dist 834

Attention:

Karen Latterell

latterellk@stillwaterschools.org

For the Purchase of:

Into Literature Grade 9

Prepared By

Merlin Ravndalen

merlin.ravndalen@hmc.co

Coupon Code: PRODPB10

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Houghton Mifflin Harcourt

Coupon Code: PRODPB10

Attention:
Karen Latterell
latterellk@stillwaterschools.org

HMH Confidential and Proprietary

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.co

Proposal for Stillwater Area Sch Dist 834 Into Literature Grade 9

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>Grade 9</u>						
Student Print & Digital Licenses						
1789620 9780358401018	Into Literature Student License Print/Digital 6 Year Grade 9 Includes: Student Edition Softcover 6 Year Print Grade 9 Digital Student Resources 6 Year Grades 9-12 Implementation Success	\$132.00	470	\$62,040.00	\$6,204.00	\$55,836.00
Total for Student Print & Digital Licenses		\$55,836.00				
Teacher Digital Licenses						
1790270 9780358406440	Into Literature Digital Teacher Resources 6 Year Grades 9-12	\$450.00	7	\$3,150.00	\$3,150.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1714869 9781328474872	2020 Into Literature Teacher's Edition Grade 9	\$89.18	7	\$624.26	\$62.44	\$561.82
Student Materials						
1793807 9780358436041	Language Arts Novel 3 Points Recommended for a range of titles and choices from the HMH Novel List.	\$8.46	470	\$3,976.20	\$399.50	\$3,576.70
Total for A la Carte Items Available for Purchase		\$4,138.52				
Total for Grade 9		\$59,974.52				

Professional Services **Year 1 Implementation Success Plan**

1730410 9781328594143	Into Literature Getting Started Two Hour Webinar Grade 6-12		1	\$800.00	\$800.00	
Participants engage in a variety of hands-on experiences to learn about the organization, design, and resources of Into Literature. Through direct instruction, guided practice, and cooperative exploration, participants will experience the program's resources both from a student and teacher perspective. The goal is to build deeper understanding and confidence to begin implementing Into Literature in their respective learning environments.						
1730415 9781328594198	Into Literature Follow Up 1 Hour Webinar Session Grade 6-12		4	\$1,400.00	\$1,400.00	
Work with an HMH Services team member to choose from key Into Literature instructional topics to create a personalized Follow-Up live online session. Includes one, 1-hour live online session.						

Year 2 Implementation Success Plan

1730410 9781328594143	Into Literature Getting Started Two Hour Webinar Grade 6-12		1	\$800.00	\$800.00	
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Houghton Mifflin Harcourt

Attention:
Karen Latterell
latterellk@stillwaterschools.org

Customer Experience
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k12orders@hmc.com

Coupon Code: PRODPB10

HMH Confidential and Proprietary

Proposal for Stillwater Area Sch Dist 834 Into Literature Grade 9

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Participants engage in a variety of hands-on experiences to learn about the organization, design, and resources of Into Literature. Through direct instruction, guided practice, and cooperative exploration, participants will experience the program's resources both from a student and teacher perspective. The goal is to build deeper understanding and confidence to begin implementing Into Literature in their respective learning environments.						
1730415	9781328594198 Into Literature Follow Up 1 Hour Webinar Session Grade 6-12		1	\$350.00	\$350.00	
	Work with an HMH Services team member to choose from key Into Literature instructional topics to create a personalized Follow-Up live online session. Includes one, 1-hour live online session.					

Year 3 Implementation Success Plan

1730415	9781328594198 Into Literature Follow Up 1 Hour Webinar Session Grade 6-12		2	\$700.00	\$700.00	
	Work with an HMH Services team member to choose from key Into Literature instructional topics to create a personalized Follow-Up live online session. Includes one, 1-hour live online session.					

<u>Total for Professional Services</u>	\$0.00
---	---------------

Subtotal Purchase Amount:	\$59,974.52
Shipping & Handling:	\$2,819.89
Total Cost of Proposal (PO Amount):	\$62,794.41

****Please add proper sales tax to your order****



Houghton Mifflin Harcourt

Coupon Code: PRODPB10

Attention:
Karen Latterell
latterellk@stillwaterschools.org

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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

Total Cost of Proposal (PO Amount): \$62,794.41

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Stillwater Area School District 834 1875 Greeley St S Stillwater, MN 55082-6079	Sold to: Stillwater Area School District 834 1875 Greeley St S Stillwater, MN 55082-6079
--	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 4/13/2020

Proposal Expiration Date: 7/10/2020



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Attention:
Karen Latterell
latterellk@stillwaterschools.org

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9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

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: 4/15/2020

DESCRIPTION OF REQUEST (Purpose, Intent, Reasoning)

As part of the board approved Secondary ELA Curriculum proposal at the January 23, 2020 School Board Business Meeting, this request is for 11th grade curriculum and professional development through Houghton Mifflin Harcourt. The total proposal is \$65,798.18.

This expense has already been earmarked and is within the board approved FY20 General Budget. Specifically, this expense will come out of the Learning and Innovation Department curriculum budget that was approved within the FY20 General Budget.

Due to the curriculum and professional development budget cuts, we are not able to complete the full 9-12 curriculum implementation in one year. As a result, the Secondary ELA Committee had to determine what two grade levels should be prioritized and implemented first. It was determined that 11th grade was a priority due to curriculum requirements, the need for updated and sufficient resources and materials, and student needs.

[Purchase Order](#)

ANTICIPATED BUDGET AREA(S) IMPACTED

Anticipated Budget Area(s) Impacted (direct/indirect costs): General Budget

This expense is within the board approved FY20 General Budget. Specifically, it will come out of the Learning and Innovation Department curriculum budget. Therefore, this is not an additional expense for the board.

Anticipated expense:

Is This a One-Time Expenditure?

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

Note: There will be additional on-going costs as we pay teachers to write curriculum. These costs are already earmarked in the board approved FY20 budget.

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

☐ **No**, as long as the program continues to be a priority, the positions will potentially continue.

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

☐ **Yes** List Source(s):

☒ **No**

NEXT STEPS (measurement and/or follow up)

We will likely begin professional development in June or July to ensure teachers have adequate time over the summer to prepare for implementation in the 2020-2021 school year.

In the future there will be more Houghton Mifflin Harcourt purchase orders for grades 10 & 12 as part of the Secondary ELA Curriculum Proposal but this specific form is for grade 11 only. However, all these funds have already been approved at the January 23, 2020 School Board Business Meeting and have been earmarked within the Learning and Innovation Department curriculum budget. This is not an additional expense for the board.



Houghton Mifflin Harcourt

Proposal

Prepared For

Stillwater Area Sch Dist 834

Attention:

Karen Latterell

latterellk@stillwaterschools.org

For the Purchase of:

Into Literature Grade 11

Prepared By

Merlin Ravndalen

merlin.ravndalen@hmc.co

Coupon Code: PRODPB10

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Houghton Mifflin Harcourt

Coupon Code: PRODPB10

Attention:
Karen Latterell
latterellk@stillwaterschools.org

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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.co

Proposal for Stillwater Area Sch Dist 834 Into Literature Grade 11

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>Grade 11</u>						
Student Print & Digital Licenses						
1789626	9780358401070 Into Literature Student License Print/Digital 6 Year Grade 11 Includes: Student Edition Softcover 6 Year Print Grade 11 Digital Student Resources 6 Year Grades 9-12 Implementation Success	\$132.00	470	\$62,040.00	\$6,204.00	\$55,836.00
Total for Student Print & Digital Licenses		\$55,836.00				
Teacher Digital Licenses						
1790270	9780358406440 Into Literature Digital Teacher Resources 6 Year Grades 9-12	\$450.00	8	\$3,600.00	\$3,600.00	
Total for Teacher Digital Licenses						
A la Carte Items Available for Purchase						
Teacher Materials						
1714871	9781328474896 2020 Into Literature Teacher's Edition Grade 11	\$89.18	8	\$713.44	\$71.36	\$642.08
Student Materials						
1793807	9780358436041 Language Arts Novel 3 Points Recommended for a range of titles and choices from the HMH Novel List.	\$8.46	470	\$3,976.20		\$3,976.20
Total for A la Carte Items Available for Purchase		\$4,618.28				
Total for Grade 11		\$60,454.28				

Professional Services **Year 1 Implementation Success Plan**

1730408	9781328594129 Into Literature Getting Started Full Day Grade 6-12 Participants engage in a variety of hands-on experiences to learn about the organization, design, and resources of Into Literature. Through direct instruction, guided practice, and cooperative exploration, participants will experience the program's resources both from a student and teacher perspective. The goal is to build deeper understanding and confidence to begin implementing Into Literature in their respective learning environments.	\$2,800.00	1	\$2,800.00	\$280.00	\$2,520.00
1730410	9781328594143 Into Literature Getting Started Two Hour Webinar Grade 6-12 Participants engage in a variety of hands-on experiences to learn about the organization, design, and resources of Into Literature. Through direct instruction, guided practice, and cooperative exploration, participants will experience the program's resources both from a student and teacher perspective. The goal is to build deeper understanding and confidence to begin implementing Into Literature in their respective learning environments.		1	\$800.00	\$800.00	



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Coupon Code: PRODPB10

Attention:
Karen Latterell
latterellk@stillwaterschools.org

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Customer Experience
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Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

Proposal for Stillwater Area Sch Dist 834 Into Literature Grade 11

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
1730415 9781328594198	Into Literature Follow Up 1 Hour Webinar Session Grade 6-12 Work with an HMH Services team member to choose from key Into Literature instructional topics to create a personalized Follow-Up live online session. Includes one, 1-hour live online session.		4	\$1,400.00	\$1,400.00	
Total for Year 1 Implementation Success Plan				\$2,520.00		
Year 2 Implementation Success Plan						
1730410 9781328594143	Into Literature Getting Started Two Hour Webinar Grade 6-12 Participants engage in a variety of hands-on experiences to learn about the organization, design, and resources of Into Literature. Through direct instruction, guided practice, and cooperative exploration, participants will experience the program's resources both from a student and teacher perspective. The goal is to build deeper understanding and confidence to begin implementing Into Literature in their respective learning environments.		1	\$800.00	\$800.00	
1730415 9781328594198	Into Literature Follow Up 1 Hour Webinar Session Grade 6-12 Work with an HMH Services team member to choose from key Into Literature instructional topics to create a personalized Follow-Up live online session. Includes one, 1-hour live online session.		1	\$350.00	\$350.00	
Total for Year 2 Implementation Success Plan						
Year 3 Implementation Success Plan						
1730415 9781328594198	Into Literature Follow Up 1 Hour Webinar Session Grade 6-12 Work with an HMH Services team member to choose from key Into Literature instructional topics to create a personalized Follow-Up live online session. Includes one, 1-hour live online session.		2	\$700.00	\$700.00	
Total for Year 3 Implementation Success Plan						
Total for Professional Services				\$2,520.00		

Subtotal Purchase Amount:	\$62,974.28
Shipping & Handling:	\$2,823.90
Total Cost of Proposal (PO Amount):	\$65,798.18

****Please add proper sales tax to your order****



Houghton Mifflin Harcourt

Coupon Code: PRODPB10

Attention:
Karen Latterell
latterellk@stillwaterschools.org

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Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmc.com

Total Cost of Proposal (PO Amount): \$65,798.18

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Stillwater Area School District 834 1875 Greeley St S Stillwater, MN 55082-6079	Sold to: Stillwater Area School District 834 1875 Greeley St S Stillwater, MN 55082-6079
--	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 3/3/2020

Proposal Expiration Date: 6/1/2020



Houghton Mifflin Harcourt



Houghton Mifflin Harcourt

Coupon Code: PRODPB10

Attention:
Karen Latterell
latterellk@stillwaterschools.org

HMH Confidential and Proprietary

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com



Agenda Item: VII. C.
Date Prepared: April 3, 2020
ISD 834 Board Meeting

Action Agenda Item: CliftonLarsonAllen LLP

Meeting Date: May 14, 2020

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

Summary:

Dr. Thein presented CliftonLarsonAllen LLP engagement letter explaining the basic services they will perform in conjunction with our upcoming audit at the April 23, 2020 board business meeting.

Administration recommends that the board approves the engagement letter with CliftonLarsonAllen LLP for the 2019-20 audit.

A copy of the engagement letter is provided

Recommendation:

A motion and a second to approve the engagement letter with CliftonLarsonAllen, LLP.

Motion by: _____ Seconded by: _____ Vote: _____

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is made by and between Independent School District No. 834 (hereinafter referred to as “Client”) and CliftonLarsonAllen LLP (hereinafter referred to as “CLA”). This Agreement is effective as of the date signed by Client.

RECITALS

WHEREAS, Client is a Covered Entity pursuant to the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidances thereunder (the “HIPAA Standards”) and wishes to disclose certain information to CLA, or, if applicable, to allow CLA to create or receive information on behalf of Client pursuant to the terms of this Agreement, some of which may constitute Protected Health Information as defined under the HIPAA Standards (“PHI”); and

WHEREAS, Client and CLA intend to protect the privacy and provide for the security of PHI disclosed to CLA in compliance with the HIPAA Standards, and other applicable laws; and

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of the HIPAA Standards, as the same may be amended from time to time.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS OF AGREEMENT

1. Obligations of CLA.

a. **Permitted and Required Uses and Disclosures.** CLA may use and/or disclose PHI received by CLA from the Client, or, if applicable, created or received by CLA on behalf of the Client (hereinafter collectively referred to as the “Client’s PHI”) to perform functions, activities, or services for, or on behalf of, the Client in accordance with the specifications set forth in this Agreement; provided that such use or disclosure would not violate the HIPAA Standards if done by the Client. CLA must disclose PHI received by CLA from the Client as required by the HIPAA Standards and other applicable laws. Notwithstanding any other provision herein to the contrary, CLA agrees to use or disclose only the “Minimum Necessary” amount of information, as such term is defined in the HIPAA Standards, required to conduct the authorized activities herein, except that CLA will limit disclosures to a limited data set as set forth in 45 CFR. 164.514(e)(2) as required by the HIPAA Standards.

b. **Uses and Disclosures Restricted.** CLA shall not use or further disclose the Client’s PHI other than as permitted or required by this Agreement or as permitted or required by law. CLA shall not disclose Client’s PHI in a manner that would violate any restriction thereof which has been duly communicated to CLA. Except as permitted by the HIPAA Standards, CLA shall not directly or indirectly receive remuneration in exchange for any of the Client’s PHI unless a valid authorization has been provided to CLA.

c. Safeguards. CLA shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to protected health information, to prevent the use or disclosure of the Client's PHI other than as provided for by this Agreement.

i. Administrative Safeguards. CLA shall implement all required administrative safeguards pursuant to 45 CFR 164.308 as such are made applicable to business associates pursuant to the HIPAA Standards. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all administrative safeguards of 45 CFR 164.308 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Standards.

ii. Physical Safeguards. CLA shall implement all required physical safeguards pursuant to 45 CFR 164.310 as such are made applicable to business associates pursuant to the HIPAA Standards. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all physical safeguards of 45 C.F.R. § 164.310 that are designated "addressable" as such are made applicable to business associates pursuant to the HIPAA Standards.

iii. Technological Safeguards. CLA shall implement all required technical safeguards pursuant to 45 CFR 164.312 as such are made applicable to business associates pursuant to the HIPAA Standards. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all technical safeguards of 45 CFR 164.312 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Standards.

d. Reporting of Disclosures. CLA shall report to Client in writing within 60 days any use or disclosure of the Client's PHI other than as provided for by this Agreement, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which CLA becomes aware.

e. CLA's Agents. CLA shall ensure that any agents, including subcontractors, to whom it provides the Client's PHI agree in writing to the same restrictions and conditions that apply to CLA with respect to such PHI and shall make such information available to the Client upon request. Upon CLA contracting with an agent for the sharing of the Client's PHI, CLA shall provide the Client written notice of any such executed agreement.

f. Availability of Information to the Client. CLA shall make available to the Client such information as the Client may require to fulfill the Client's obligations under 45 CFR 164.524 to provide access to and/or provide a copy (including an electronic copy) of PHI pursuant to the HIPAA Standards or, if requested by the Client or required by the HIPAA Standards, CLA shall make such information available (in electronic format as required by the HIPAA Standards) to the subject of such information or such subject's designee and shall confirm to the Client in writing that the request has been fulfilled.

g. Amendment of PHI. CLA shall make the Client's PHI available to the Client, upon the Client's request, to fulfill the Client's obligations to amend PHI pursuant to the HIPAA

Standards, and CLA shall, as directed by the Client, incorporate any amendments to PHI provided to CLA by the Client into copies pursuant to 45 CFR 164.526 such PHI maintained by CLA.

h. Internal Practices. CLA shall make its internal practices, books and records relating to the use and disclosure of Client's PHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining the Client's compliance with the HIPAA Standards.

i. Accountings. CLA agrees to document disclosures of Client's PHI and information related to such disclosures as required for the Client to promptly respond to a request by an individual for an accounting of disclosures of such individual's PHI by CLA in compliance with the HIPAA Standards. CLA agrees to provide to the Client information collected in accordance with the requirements of this Section 1.i to permit the Client to make a timely and prompt response to a request by an individual for such accounting as required by the HIPAA Standards. As required by applicable HIPAA Standards, CLA shall provide an accounting of disclosures made by CLA upon a request made by an individual directly to CLA for such an accounting.

j. Notification of Breach. During the term of this Agreement, CLA shall notify the Client within a reasonable time following the occurrence of any breach of security, intrusion or unauthorized use or disclosure of Client's PHI and/or any use or disclosure of Client's PHI not provided for by this Agreement. CLA shall notify Client, without unreasonable delay and in no case later than 60 calendar days, of the discovery of an unauthorized acquisition, access, or disclosure of "unsecured protected health information," as such term is defined in the HIPAA Standards. Such notice shall include all information required by the HIPAA Standards.

k. Policies and Procedures; Documentation. CLA shall develop appropriate policies and procedures relating to its compliance with the administrative, physical, and technical safeguards set forth in Sections 1.c of this Agreement and shall document, retain, and update such policies and procedures as required by 45 CFR 164.316.

2. Specific Use and Disclosure Provisions. Except as otherwise limited in this Agreement, CLA may: (a) use Client's PHI to perform certain functions for or on behalf of Client as requested by Client from time to time, subject to the requirements of the HIPAA Standards and the terms of this Agreement; (b) use Client's PHI for the proper management and administration of CLA or to carry out the legal responsibilities of CLA; (c) disclose Client's PHI for the proper management and administration of CLA, provided that disclosures are required by law, or CLA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies CLA of any instances of which it is aware in which the confidentiality of the information has been breached; and (d) use Client's PHI to provide Data Aggregation services to the Client as permitted by 45 CFR 164.504(e)(2)(i)(B).

3. Client Obligations. As required by the HIPAA Standards, Client shall: (a) provide CLA with the notice of privacy practices that Client produces in accordance with 45 CFR 164.520, as well as any changes to such notice; (b) provide CLA with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect CLA's permitted or required uses and disclosures; and (c) notify CLA of any restriction to the use or disclosure of PHI

that Client has agreed to in accordance with 45 CFR 164.522. Client shall not request CLA to use or disclose Client's PHI in any manner that would not be permissible under the HIPAA Standards if done by client, except that Client may request CLA to provide Data Aggregation services to the Client as permitted by 45 CFR 164.504(e)(2)(i)(B).

4. **Termination.** A breach by either party of any provision of this Agreement, as determined by the other party, shall constitute a material breach of the Agreement and shall provide grounds for termination of this Agreement and the services of CLA by the non-breaching party if the breaching party is unable to cure such breach within ten (10) days following written notice of such breach. CLA agrees to cooperate with the Client as necessary to mitigate the extent of any unauthorized disclosures of Client's PHI or any damages or potential damages and liability under the HIPAA Standards caused by any violation of this Agreement by CLA or other unauthorized use of Client's PHI.

5. **Treatment of Client's PHI after Termination.** Upon termination of the Agreement for any reason, including the cessation of services by CLA for any reason, CLA shall return or destroy all Client's PHI that CLA still maintains in any form, and shall retain no copies of such PHI. If the parties mutually agree that return or destruction is not feasible, this Agreement shall continue to apply to such information and, without limitation to the foregoing, CLA shall extend the protections of this Agreement to such information and limit further use and disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. A senior officer of CLA shall certify in writing to the Client within thirty (30) days after termination or expiration of this Agreement that all Client's PHI has been returned or disposed of as required above.

6. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties agree to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the HIPAA Standards or other applicable laws upon the written request of the other party. Notwithstanding any other provision herein, either party may terminate this Agreement and the services of CLA, without penalty, upon thirty (30) days' written notice in the event (i) the other party does not promptly enter into negotiations to amend this Agreement when requested pursuant to this Section; or (ii) the other party does not enter into an amendment to this Agreement providing assurances regarding compliance with the HIPAA Standards or any other applicable laws relating to the security or privacy of PHI.

7. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Client, CLA, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. **Indemnification.** Client shall indemnify, hold harmless and defend (with counsel of CLA's choosing) CLA from and against all claims, suits, administrative proceedings, demands, losses, damages or penalties, including reasonable attorneys' fees, arising out of Client's misuse or improper disclosure of PHI or CLA's possession, use or disclosure of PHI at the direction of Client.

9. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Standards. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Standards. There shall be no presumption for or against either party, by reason of one of the parties causing this Agreement to be drafted, with respect to the interpretation or enforcement of this Agreement.

10. Notices. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to Client, to: Independent School District No. 834
1875 South Greeley Street
Stillwater, MN 55082
Attn: Lynne Ritzer, Supervisor of Financial Services

If to CLA, to: CliftonLarsonAllen LLP
220 South 6th Street
Minneapolis, MN 55402
Attention: Dennis Hoogeveen, Principal

or to such other names or addresses as Client or CLA, as the case may be, shall designate by notice to the other in the manner specified in this Section 9.

11.

12.

IN WITNESS WHEREOF, the parties have signed this Agreement.

Independent School District No. 834

CliftonLarsonAllen LLP

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

By:  _____
Print Name: Dennis Hoogeveen
Title: Principal
Date: April 1, 2020



Agenda Item: VII. D.
Date Prepared: May 1, 2020
ISD 834 Board Meeting

Agenda Item: Web Redesign Contract

Meeting Date: May 14, 2020

Contact Person: Carissa Keister, Manager of Community Engagement

John Perry, Director of Learning, Technology and System Design

Background:

School district staff are working to redesign the district and school websites and are recommending the board consider approval of a new vendor, Finalsity, to assist in designing, building and supporting the new sites. This multi-year contract would replace our existing website hosting and maintenance costs. The one-time costs associated with designing and building the new site have already been built into the 2019-2020 budget.

The main goal of this project is to create a more modern and functional website with a strong focus on enrollment marketing.

Administration is requesting approval of this contract.

Recommendation:

A motion and a second to approve the Web Redesign Contract is being requested.

Motion by: _____ Seconded by: _____ Vote: _____

FINALSITE ORDER

This Finalsite Order (the “**Order**”) is entered into by and between Active Internet Technologies, dba Finalsite (“**Finalsite**”) and Stillwater Area Public Schools ISD 834 (“**Customer**”) and sets forth the terms of Customer’s use of the products and services set forth below (“**Pricing Summary**”). This Order, together with the Master Terms and Conditions for Services (the “**Master Terms**”) located at <http://www.finalsite.com/agreements> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The “**Effective Date**” of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package	
Public School Package 3 The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sowp3	

CMS	
Ambassador Program	Composer - Unlimited Editors

Networking & Hosting	
Disk Space 50 GB/School	

Data Integration	
Google Authentication / SSO	Integration: FS Open Integration
Integration: rSchool Today	

Modules	
Alerts	Athletics Manager
Calendar Manager	Faculty & Staff Directory
Feeds for Districts - Premium	Finalsite Payments
Forms Manager - Unlimited Forms	Messages

Messages: Automated Workflows	Page Pops
Posts - Unlimited	Resources

Portals & Directories	
Faculty & Staff Role / Portal - Unlimited Users	Parents Role / Portal - Unlimited Users

Training & Support	
On Demand Videos/Knowledge Base	Support Plan - Priority

Special Provisions:

1. Any updates to core Composer modules or software will be available to Stillwater Area Schools as part of this original contract with no additional upcharge to the district.
2. Feeds Premium includes 3 feeds for the district and 2 per school.
3. Weglot will be contacted directly by Stillwater Area Schools - Finalsite will ensure integration customization at no charge.
4. District is in process of choosing new systems that will be rolled out over the next 1 and 1/2 years. After launch, they will move to phase 2 which will include a move to LDAP integration.

Services: Initial Term and Fees:

The initial term of this Order is for the (5) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
\$32,500

Schedule	Amount
Period 1 - Jul 01 2020	\$ 18,800
Period 2 - Jul 01 2021	\$ 18,800
Period 3 - Jul 01 2022	\$ 18,800
Period 4 - Jul 01 2023	\$ 18,800
Period 5 - Jul 01 2024	\$ 18,800

B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client Stillwater Area Public Schools ISD 834	Active Internet Technologies ("AIT")
Signature	Signature
Name (printed)	Name (printed)
Title (printed)	Title (printed)
Date	Date

☐ As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 1875 Greeley St S
City, State Zip Stillwater, MN 55082
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Head of School, Business Manager/CFO, etc.)
Title
Email

* The Executive Sponsor should be separate from the client contact and is typically the Head of School, Business Manager/CFO, etc.



Agenda Item VII. E.
Date Prepared: May 1, 2020
ISD 834 Board Meeting

Action Item: Policy for Final Reading
Meeting Date: May 14, 2020
Contact Person(s): Policy Working Group

Summary:

The Policy Working Group will be presenting Policy 406 – Public and Private Personnel Data for final approval.

Recommendation:

A motion and a second to approve Policy 406 will be requested.

Motion by: _____ *Second by:* _____ *Vote:* _____

SCHOOL DISTRICT ADMINISTRATION

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Public and Private Personnel Data	406	Adopted: 5/14/2020	3 year

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

III. PUBLIC PERSONNEL DATA

- A. The following information on employees, including volunteers and independent contractors, is public:
 - 1. name;
 - 2. employee identification number, which may not be the employee's social security number;
 - 3. actual gross salary;
 - 4. salary range;
 - 5. terms and conditions of employment relationship;
 - 6. contract fees;
 - 7. actual gross pension;
 - 8. the value and nature of employer-paid fringe benefits;
 - 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
 - 10. job title;
 - 11. bargaining unit;
 - 12. job description;
 - 13. education and training background;
 - 14. previous work experience;
 - 15. date of first and last employment;
 - 16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;

17. the final disposition of any disciplinary action, as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. badge number;
22. work-related continuing education;
23. honors and awards received; and
24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on applicants for employment is public:

1. veteran status;
2. relevant test scores;
3. rank on eligible list;
4. job history;
5. education and training; and
6. work availability.

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.

D. Applicants for appointment to a public body.

1. Data about applicants for appointment to a public body are private data on individuals except that the following are public:
 - a. name;
 - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
 - c. education and training;
 - d. employment history;
 - e. volunteer work;
 - f. awards and honors;
 - g. prior government service;
 - h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minn. Stat. § 15.0597; and
 - i. veteran status.

2. Once an individual is appointed to a public body, the following additional items of data are public:
 - a. residential address;
 - b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
 - c. first and last dates of service on the public body;
 - d. the existence and status of any complaints or charges against an appointee; and
 - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.
 3. Notwithstanding paragraph 2, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.
- F. Data relating to a complaint or charge against a public official is public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

IV. PRIVATE PERSONNEL DATA

- A. All other personnel data are private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.
- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected or maintained by the school district to administer employee assistance programs are private.
- D. An individual's checking account number is private when submitted to a government entity.

- E. Personnel data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when ordered or authorized by the Commissioner of the Bureau of Mediation Services.
- F. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- G. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
 - 1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 - 2. a pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
 - 3. a court, law enforcement agency, or prosecuting authority.
- H. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
- I. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- J. When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
 - 1. threaten the personal safety of the complainant or a witness; or
 - 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.
- K. The school district shall make any report to the Minnesota Professional Educator Licensing and Standards Board or the state board of education as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.

- L. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.
- M. When a report of alleged maltreatment of a student in a school is made to the Commissioner of Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing a parent, legal guardian, or custodian of a child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- N. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minn. Stat. Ch. 13. Data that are released under this paragraph must not include data on the student.
- O. The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district or to improve school district operations is private.
- P. Health information on employees is private unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.
- Q. Personal home contact information for employees may be used by the school district and shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- R. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- S. When a teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual abuse or when the Commissioner of the Minnesota Department of Education (MDE) makes a final determination of child maltreatment involving a teacher, the school principal or other person having

administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Stat. § 13.41, Subd. 5, and must provide the Minnesota Professional Educator Licensing and Standards Board and the licensing division at MDE with the necessary and relevant information to enable the Minnesota Professional Educator Licensing and Standards Board and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minn. Stat. § 123B.03, a school board or other school hiring authority must contact the Minnesota Professional Educator Licensing and Standards Board and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

V. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

VI. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VII. DEFINITIONS

- A. "Public" means that the data is available to anyone who requests it.
- B. "Private" means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.
- C. "Confidential" means the data is not available to the subject.
- D. "Personnel data" means government data on individuals maintained because they are or were employees of the school district, applicants for employment, or volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.

- E. “Finalist” means an individual who is selected to be interviewed by the school board for a position.
- F. “Protected health information” means individually identifiable health information transmitted in electronic form by a school district acting as a health care provider. “Protected health information” excludes health information in education records covered by the federal Family Educational Rights and Privacy Act and employment records held by a school district in its role as employer.
- G. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

VIII. RESPONSIBLE AUTHORITY

The school district has designated the following individual as the authority responsible for personnel data.

Cathy Moen
Executive Director of Administrative Services
1875 Greeley Street South
Stillwater, MN 55082
651-351-8311

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)
45 C.F.R. Parts 160 and 164 (HIPAA Regulations)



Agenda Item: VII. F.
Date Prepared: May 6, 2020
ISD 834 Board Meeting

Action Item: 2020 Tennis Court Resurfacing
Meeting Date: May 14, 2020
Contact Person: John Thein, Interim Executive Director of Finance and Operations

Background: The Stillwater Area Public Schools – 2020 Tennis Court Resurfacing project consists of repairing cracks and resurfacing the tennis courts at Oak-Land Middle School. This project will extend the life of the playing surface. The project was estimated to cost \$50,000 and will be funded by the Long-term Facilities Maintenance fund. Two proposals were received on April 29, 2020. The lowest proposal was from Upper Midwest Athletic Construction of Andover, MN for a total of \$54,600. Administration recommends awarding a contract to Upper Midwest Athletic Construction for the 2020 Tennis Court Resurfacing project.

Location(s): Oak-Land Middle School

Project Name: 2020 Tennis Court Resurfacing

Fund: Long-Term Facilities Maintenance – Site Projects

Item: Tennis Court Crack Repair and Resurfacing

Amount: Upper Midwest Athletic Construction for a proposal total of \$54,600

Recommendation:

A motion and a second to approve the contract to Upper Midwest Athletic Construction for the tennis court resurfacing project for a proposal total of \$54,600.

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.

REQUESTED BY: John Thein **DATE** 5/4/2020

DESCRIPTION OF REQUEST

The Stillwater Area Public Schools – 2020 Tennis Court Resurfacing project consists of repairing cracks and resurfacing the tennis courts at Oak-Land Middle School. This project will extend the life of the playing surface. The project was estimated to cost \$50,000 and will be funded by the Long-term Facilities Maintenance fund. Two proposals were received on April 29, 2020. The lowest proposal was from Upper Midwest Athletic Construction of Andover, MN for a total of \$54,600. Administration recommends awarding a contract to Upper Midwest Athletic Construction for the 2020 Tennis Court Resurfacing project.

FINANCIAL IMPACT

\$54,600. Additional costs may be incurred to remedy issues not identified in the construction plans.

Budget(s) Impacted: \$54,600.00 Long-Term Facility Maintenance Budget.

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

☐ **No**

PROGRESS MONITORING

Work to be completed prior to August 10, 2020.

PROPOSAL TABULATION

2020 Tennis Court Resurfacing - Oak-Land Middle School April 29, 2020 @ 2:00pm						
Contractor	Upper Midwest Athletic Construction 3017 161ST Avenue NW Andover, MN 55304	Lee Sports Surfacing, LLC 3027 Edgerton Street Little Canada, MN 555117			Larson Engineering Estimate	
Respons Contractor Forms	Yes	Yes				
Addendum	None	None				
BASE PROPOSAL	\$54,600.00	\$58,950.00			\$57,250.00	
UNIT PRICE						
UNIT PRICE #1 Armor Crack Repair (per lineal foot)	\$17.00	\$20.00			\$25.00	



May 4, 2020

Mr. Tony Willger
Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, MN 55082

Re: Contractor Recommendation
2020 Tennis Court Resurfacing – Oak-Land Middle School
Stillwater Area Public Schools
LE Project No: 12196211

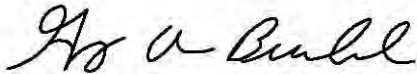
Dear Mr. Tony Willger:

Based upon our review of the proposal results for the above referenced project, we recommend the apparent low contractor, Upper Midwest Athletic Construction, be awarded the contract in the amount of \$54,600.00.

We have experience working with Upper Midwest Athletic Construction on similar projects and they have also performed work for the School District in the past. We have found their overall performance, workmanship, scheduling, and quality control to be good.

If you have any questions, please do not hesitate to contact our office.

Sincerely,
Larson Engineering, Inc.



Greg A. Buchal, PE
Project Manager

Attachment: Tabulation of Proposals



Agenda Item VII. G.
Date Prepared: May 7, 2020
ISD 834 Board Meeting

Action Item: Transportation Contract

Meeting Date: May 14, 2020

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

Summary:

On December 20, 2019, Stillwater Area Public Schools received written quotations for transportation of resident public, nonpublic, and charter school children. The written quotation process had 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.

Six quotations 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 24, 2020, the School Board requested that Administration negotiate for another round of prices from 3 vendors, for both 1 year and 4 year duration pricing and requesting that vendors respond to the question of provision of a terminal vs. District supplied terminal.

On May 5, 2020, new quotations were received from 3 vendors. These proposals have been evaluated both as to the proposed pricing and other factors relevant to the ability to provide safe and efficient service to the School District. As described in the enclosed documents, Administration and consultant Jan Vanderwall recommend approval of a 4-year contract with the incumbent contractor.

Recommendation:

A motion and a second to approve entering into a four-year transportation contract with North American Central School Bus, LLC dba Minnesota Central School Bus.

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

Proposal Evaluation

		MN Central	MtTN	Minnesota Coaches
Pricing - Weight	75	74.997	75.0000	74.8670
Incumbent	10	10.000	0.0000	0.0000
Plan to implement	5	4.000	5.0000	2.0000
References(non incumbent)	5		4.0000	0.0000
Terminal	10	0.000	0.0000	2.0000
Rating	105	88.997	84.000	78.867

Four Year Contract	Minnesota Central	Minnesota Transp Network	Minnesota Coaches	MTN -MN Central	MTN - MN Coaches
20-21 contract costs	8,938,710.16	8,901,434.00	9,985,267.00	(37,276.16)	(1,083,833.00)
21-22 contract costs	9,161,983.70	9,180,506.07	10,307,237.00	18,522.37	(1,126,730.93)
22-23 contracted costs	9,424,724.85	9,380,942.28	10,685,510.00	(43,782.57)	(1,304,567.72)
23-24 contracted costs	9,660,268.08	9,615,712.72	11,030,302.00	(44,555.36)	(1,414,589.28)
20-24 contracted costs	37,185,686.79	37,078,595.07	42,008,316.00	(107,091.72)	(4,929,720.93)

One year Contract

20-21 expanded routes	7,632,696.08	withdrew quote	no quote
20-21 Special Transportation	1,181,399.20		
20-21 Field Trips and Summer Sch	488,938.58		
20-21 contract costs	9,303,033.86	401,599.86	

Rate Listed		MN CENTRAL	MTN	Minnesota Coaches			
20/21 Regular Ed @ 5hr		\$342.42	\$345.00	\$398.00			
20/21 Regular Ed 1/4 hr		\$9.09	\$8.00	\$15.00			
5 HR ROUTE COST		\$342.42	\$345.00	\$398.00			
20/21 Special Ed @ 4hr		\$369.48	\$370.00	\$336.00			
20/21 Special Ed 1/4 hr		\$9.32	\$8.00	\$15.00			
4HR ROUTE COST		\$369.48	\$370.00	\$336.00			
20/21 Type III @ 2 hr		\$196.35	\$190.00	\$195.00			
20/21 Type III 1/4 hr		\$9.32	\$8.00	\$15.00			
2.5 HR ROUTE COST		\$214.99	\$206.00	\$225.00			
20/21 Midday @ 2hr		\$83.55	\$84.00	\$86.00			
20/21 Midday 1/4 hr		\$9.32	\$8.00	\$15.00			
2 HR ROUTE COST		\$83.55	\$84.00	\$86.00			
77 5 HOUR REG ROUTES PER DAY	77	\$26,366.34	\$26,565.00	\$30,646.00			
27 ADDITIONAL QUARTER HOURS/	27	\$245.43	\$216.00	\$405.00			
31 4 HR SPEC ROUTES PER DAY	31	\$11,453.88	\$11,470.00	\$10,416.00			
40 ADDITIONAL QUARTER HOURS/	40	\$372.80	\$320.00	\$600.00			
10 2.5 HR TYPE III PER DAY	10	\$1,963.50	\$1,900.00	\$1,950.00			
21 2 HR MIDDAY ROUTES PER DAY	21	\$1,754.55	\$1,764.00	\$1,806.00			
48 ADDITIONAL QUARTER HOURS/	48	\$447.36	\$384.00	\$720.00			
20/21 Total X 172 EXPANDED RTES		\$7,327,863.92	\$7,330,468.00	\$8,005,396.00	-\$2,604.08	-\$677,532.08	\$7,327,863.92
Rate Listed		MN CENTRAL	MTN	Minnesota Coaches			
21/22 Regular Ed @ 5hr		\$350.99	\$353.63	\$410.00			
21/22 Regular Ed 1/4 hr		\$9.32	\$8.20	\$15.50			
5 HR ROUTE COST		\$350.99	\$353.63	\$410.00			
21/22 Special Ed @ 4hr		\$378.69	\$379.25	\$346.00			
21/22 Special Ed 1/4 hr		\$9.55	\$8.20	\$15.50			
4 HR ROUTE COST		\$378.69	\$379.25	\$346.00			
21/22 Type III @ 2 hr		\$201.26	\$194.75	\$201.00			
21/22 Type III 1/4 hr		\$9.55	\$8.20	\$15.50			
2.5 HR ROUTE COST		\$220.36	\$211.15	\$232.00			
21/22 Midday @ 2hr		\$85.64	\$86.10	\$92.00			
21/22 Midday 1/4 hr		\$9.55	\$15.00	\$15.50			
2 HR ROUTE COST		\$85.64	\$86.10	\$92.00			
77 5 HOUR REG ROUTES PER DAY	77	\$27,026.23	\$27,229.51	\$31,570.00			
27 ADDITIONAL QUARTER HOURS/	27	\$251.64	\$221.40	\$418.50			
31 4 HR SPEC ROUTES PER DAY	31	\$11,739.39	\$11,756.75	\$10,726.00			
40 ADDITIONAL QUARTER HOURS/	40	\$382.00	\$328.00	\$620.00			
10 2.5 HR TYPE III PER DAY	10	\$2,012.60	\$1,947.50	\$2,010.00			
21 2 HR MIDDAY ROUTES PER DAY	21	\$1,798.44	\$1,808.10	\$1,932.00			
48 ADDITIONAL QUARTER HOURS/	48	\$458.40	\$720.00	\$744.00			
21/22 Total X 172 EXPANDED RTES		\$7,511,016.40	\$7,569,936.72	\$8,259,526.00	-\$58,920.32	-\$748,509.60	
Total for 2 years		14,838,880.32	14,900,404.72	\$16,264,922.00	-\$61,524.40	-\$1,426,041.68	

Other Things						
Wheelchair Lift 20/21		\$22.93	\$23.00	\$21.00		
Wheelchair Lift 21/22		\$23.50	\$23.58	\$21.50		
Bus Monitor 20/21		\$23.34	\$23.00	\$28.50		
Bus Monitor 21/22		\$23.92	\$23.58	\$29.50		
Trailer - Daily Charge 20/21		\$101.65	\$75.00	\$85.00		
Trailer - Daily Charge 21/22		\$104.19	\$76.88	\$87.50		
Overnight Charge 20/21		\$158.05	\$158.00	\$150.00		
Overnight Charge 21/22		\$162.00	\$161.95	\$155.00		
Wheelchair Lift 20/21 Cost per day	10	\$229.30	\$230.00	\$210.00		
Wheelchair Lift 21/22 Cost per day	10	\$235.00	\$235.80	\$215.00		
Bus Monitor 20/21 Cost per day	274	\$6,395.16	\$6,302.00	\$7,809.00		
Bus Monitor 21/22 Cost per day	274	\$6,554.08	\$6,460.92	\$8,083.00		
Wheelchair Lift 20/21 Cost per year	172	\$39,439.60	\$39,560.00	\$36,120.00		
Wheelchair Lift 21/22 Cost per year	172	\$40,420.00	\$40,557.60	\$36,980.00		
Bus Monitor 20/21 Cost per year	172	\$1,099,967.52	\$1,083,944.00	\$1,343,148.00		
Bus Monitor 21/22 Cost per year	172	\$1,127,301.76	\$1,111,278.24	\$1,390,276.00		
Two year total special charges		\$2,307,128.88	\$2,275,339.84	\$2,806,524.00	\$31,789.04	-\$499,395.12
Rate Listed		MN CENTRAL	MTN	Minnesota Coaches		
Summer Transportation 2 hr 20/21	32	\$142.99	\$199.00	\$224.00		
Summer Trans 1/4 hr 20/21	320	\$9.32	\$0.00	\$15.00		
Summer Transportation 2 hr 21/22	32	\$146.57	\$203.98	\$230.00		
Summer Trans 1/4 hr 21/22	320	\$9.55	\$0.00	\$15.50		
Summer Trans Type III 2hr 20/21	8	\$190.66	\$173.00	\$195.00		
Summer Trans Type III 1/4 hr 20/21		\$9.32	\$8.00	\$15.00		
Summer Trans Type III 2hr 21/22	8	\$195.43	\$178.19	\$201.00		
Summer Trans Type III 1/4 hr 21/22		\$9.55	\$8.00	\$15.50		
Out of District Field Trip 3 HR 20/21		\$177.79	\$178.00	\$220.00		
Out of District Field Trip 4 HR 20/21	879	\$228.58	\$240.00	\$268.00		
Out of District Field Trip 1/4 HR 20/2	###	\$12.61	\$8.00	\$15.00		
Out of District Field Trip 3 HR 21/22		\$182.23	\$182.45	\$227.00		
Out of District Field Trip 4 HR 21/22	879	\$234.30	\$246.00	\$277.00		
Out of District Field Trip 1/4 HR 21/2	###	\$12.93	\$8.20	\$15.50		
In District Field Trip 2 HR 20/21	769	\$101.58	\$150.00	\$135.00		
In District Field Trip 1/4 HR 20/21	###	\$12.70	\$8.00	\$15.00	no extra time chg 3 hr	
In District Field Trip 2 HR 21/22	769	\$104.12	\$153.75	\$140.00		
In District Field Trip 1/4 HR 21/22	###	\$13.02	\$8.20	\$15.50	no extra time chg 3 hr	
Summer Trans 20/21 Cost per Day		\$9,083.36	\$7,752.00	\$13,528.00		
Summer Trans 21/22 Cost per Day		\$9,309.68	\$7,952.88	\$13,928.00		
Summer Trans (2015 Hours) 20/21	12	\$109,000.32	\$93,024.00	\$162,336.00		
Summer Trans (2015 Hours) 21/22	12	\$111,716.16	\$95,434.56	\$167,136.00		
Out of Dist Field Trip 20/21 879 @ 5 hr		\$245,258.58	\$239,088.00	\$288,312.00		
Out of Dist Field Trip 21/22 879 @ 5 hr		\$251,411.58	\$245,065.20	\$297,981.00		
In Dist Field Trip 20/21 769 @ 3 hr		\$117,180.22	\$115,350.00	\$149,955.00	no extra time chg 3 hr	
In Dist Field Trip 21/22 769 @ 3 hr		\$120,117.80	\$118,233.75	\$155,338.00	no extra time chg 3 hr	
Total of 2 year Field Trips & Summer		\$954,684.66	\$906,195.51	\$1,221,058.00	\$48,489.15	-\$266,373.34

Total 20-21 Costs All Categories		\$8,938,710.16	\$8,901,434.00	\$9,985,267.00		
Total 21-22 Costs All Categories		\$9,161,983.70	\$9,180,506.07	\$10,307,237.00		
		\$18,100,693.86	\$18,081,940.07	\$20,292,504.00		
2 year total with spec and summer		\$18,100,693.86	\$18,081,940.07	\$20,292,504.00	\$18,753.79	-\$2,191,810.14

Rate Listed		MN CENTRAL	MTN	Minnesota Coaches			
22/23 Regular Ed @ 5hr		\$359.76	\$362.47	\$422.00			
22/23 Regular Ed 1/4 hr		\$9.55	\$8.41	\$16.00			
5 HR ROUTE COST		\$359.76	\$362.47	\$422.00			
22/23 Special Ed @ 4hr		\$388.16	\$388.73	\$356.00			
22/23 Special Ed 1/4 hr		\$9.79	\$8.41	\$16.00			
4HR ROUTE COST		\$388.16	\$388.73	\$356.00			
22/23 Type III @ 2 hr		\$206.30	\$199.62	\$207.00			
22/23 Type III 1/4 hr		\$9.79	\$8.41	\$16.00			
2.5 HR ROUTE COST		\$225.88	\$216.44	\$239.00			
22/23 Midday @ 2hr		\$87.78	\$88.25	\$98.00			
22/23 Midday 1/4 hr		\$9.79	\$8.41	\$16.00			
2 HR ROUTE COST		\$87.78	\$88.25	\$98.00			
77 5 HOUR REG ROUTES PER DAY	77	\$27,701.52	\$27,910.19	\$32,494.00			
27 ADDITIONAL QUARTER HOURS/	27	\$257.85	\$227.07	\$432.00			
31 4 HR SPEC ROUTES PER DAY	31	\$12,032.96	\$12,050.63	\$11,036.00			
40 ADDITIONAL QUARTER HOURS/	40	\$391.60	\$336.40	\$640.00			
10 2.5 HR TYPE III PER DAY	10	\$2,258.80	\$2,164.40	\$2,390.00			
21 2 HR MIDDAY ROUTES PER DAY	21	\$1,843.38	\$1,853.25	\$2,058.00			
48 ADDITIONAL QUARTER HOURS/	48	\$469.92	\$403.68	\$768.00			
22/23 Total X 172 EXPANDED RTES		\$7,732,437.16	\$7,730,646.64	\$8,568,696.00	\$1,790.52	-\$836,258.84	
Rate Listed		MN CENTRAL	MTN				
23/24 Regular Ed @ 5hr		\$368.75	\$371.53	\$435.00			
23/24 Regular Ed 1/4 hr		\$9.79	\$8.62	\$16.50			
5 HR ROUTE COST		\$368.75	\$371.53	\$435.00			
23/24 Special Ed @ 4hr		\$397.86	\$398.45	\$367.00			
23/24 Special Ed 1/4 hr		\$10.04	\$8.62	\$16.50			
4 HR ROUTE COST		\$397.86	\$398.45	\$367.00			
23/24 Type III @ 2 hr		\$211.45	\$204.61	\$213.00			
23/24 Type III 1/4 hr		\$10.04	\$8.62	\$16.50			
2.5 HR ROUTE COST		\$231.53	\$221.85	\$246.00			
23/24 Midday @ 2hr		\$89.97	\$90.45	\$104.00			
23/24 Midday 1/4 hr		\$10.04	\$8.62	\$16.50			
2 HR ROUTE COST		\$89.97	\$90.45	\$104.00			
77 5 HOUR REG ROUTES PER DAY	77	\$28,393.75	\$28,607.81	\$33,495.00			
27 ADDITIONAL QUARTER HOURS/	27	\$264.33	\$232.74	\$445.50			
31 4 HR SPEC ROUTES PER DAY	31	\$12,333.66	\$12,351.95	\$11,377.00			
40 ADDITIONAL QUARTER HOURS/	40	\$401.60	\$344.80	\$660.00			
10 2.5 HR TYPE III PER DAY	10	\$2,315.30	\$2,218.50	\$2,460.00			
21 2 HR MIDDAY ROUTES PER DAY	21	\$1,889.37	\$1,899.45	\$2,184.00			
48 ADDITIONAL QUARTER HOURS/	48	\$481.92	\$413.76	\$792.00			
23/24 Total X 172 EXPANDED RTES		\$7,925,747.96	\$7,923,869.72	\$8,843,122.00	\$1,878.24	-\$917,374.04	
Total for 2 years		15,658,185.12	15,654,516.36	\$17,411,818.00	\$3,668.76	-\$1,753,632.88	

Other Things							
Wheelchair Lift 22/23		\$24.09	\$24.16	\$22.00			
Wheelchair Lift 23/24		\$24.69	\$24.77	\$22.50			
Bus Monitor 22/23		\$24.52	\$24.16	\$30.50			
Bus Monitor 23/24		\$25.13	\$24.77	\$31.50			
Trailer - Daily Charge 22/23		\$106.80	\$78.80	\$90.00			
Trailer - Daily Charge 23/24		\$109.47	\$80.77	\$92.50			
Overnight Charge 22/23		\$166.05	\$166.00	\$160.00			
Overnight Charge 23/24		\$170.20	\$170.15	\$165.00			
Wheelchair Lift 22/23 Cost per day	10	\$240.90	\$241.60	\$220.00			
Wheelchair Lift 23/24 Cost per day	10	\$246.90	\$247.70	\$225.00			
Bus Monitor 22/23 Cost per day	274	\$6,718.48	\$6,619.84	\$8,357.00			
Bus Monitor 23/24 Cost per day	274	\$6,885.62	\$6,786.98	\$8,631.00			
Wheelchair Lift 22/23 Cost per year	172	\$41,434.80	\$41,555.20	\$37,840.00			
Wheelchair Lift 23/24 Cost per year	172	\$42,466.80	\$42,604.40	\$38,700.00			
Bus Monitor 22/23 Cost per year	172	\$1,155,578.56	\$1,138,612.48	\$1,437,404.00			
Bus Monitor 23/24 Cost per year	172	\$1,184,326.64	\$1,167,360.56	\$1,484,532.00			
Two year total special charges		\$2,423,806.80	\$2,390,132.64	\$2,998,476.00	\$33,674.16	-\$574,669.20	
Rate Listed		MN CENTRAL	MTN	Minnesota Coaches			
Summer Transportation 2 hr 22/23	32	\$150.23	\$209.07	\$237.00			
Summer Trans 1/4 hr 22/23	320	\$9.79	\$0.00	\$16.00			
Summer Transportation 2 hr 23/24	32	\$153.99	\$214.30	\$245.00			
Summer Trans 1/4 hr 23/24	320	\$10.04	\$0.00	\$16.50			
Summer Trans Type III 2hr 22/23	8	\$200.32	\$181.76	\$207.00			
Summer Trans Type III 1/4 hr 22/23		\$9.79	\$8.41	\$16.00			
Summer Trans Type III 2hr 23/24	8	\$205.32	\$186.30	\$213.00			
Summer Trans Type III 1/4 hr 23/24		\$10.04	\$8.62	\$16.50			
Out of District Field Trip 3 HR 22/23		\$186.79	\$187.01	\$234.00			
Out of District Field Trip 4 HR 22/23	879	\$240.12	\$252.15	\$287.00			
Out of District Field Trip 1/4 HR 22/23	###	\$13.25	\$8.41	\$16.00			
Out of District Field Trip 3 HR 23/24		\$191.46	\$191.69	\$241.00			
Out of District Field Trip 4 HR 23/24	879	\$246.16	\$258.45	\$298.00			
Out of District Field Trip 1/4 HR 23/24	###	\$13.58	\$8.62	\$16.50			
In District Field Trip 2 HR 22/23	769	\$106.73	\$157.59	\$145.00			
In District Field Trip 1/4 HR 22/23	###	\$13.34	\$8.41	\$16.00			
In District Field Trip 2 HR 23/24	769	\$109.40	\$161.53	\$150.00			
In District Field Trip 1/4 HR 23/24		\$13.68	\$8.62	\$16.50			
Summer Trans 22/23 Cost per Day		\$9,542.72	\$8,144.32	\$14,360.00			
Summer Trans 23/24 Cost per Day		\$9,783.04	\$8,348.00	\$14,824.00			
Summer Trans (2015 Hours) 22/23	12	\$114,512.64	\$97,731.84	\$172,320.00			
Summer Trans (2015 Hours) 23/24	12	\$117,396.48	\$100,176.00	\$177,888.00			
Out of Dist Field Trip 22/23 879 @ 5 hr		\$257,652.48	\$251,209.41	\$308,529.00			
Out of Dist Field Trip 23/24 879 @ 5 hr		\$264,121.92	\$257,485.47	\$319,956.00			
In Dist Field Trip 22/23 769 @ 3 hr		\$123,109.21	\$121,186.71	\$160,721.00	no extra time chg 3 hr		
In Dist Field Trip 23/24 769 @ 3 hr		\$126,208.28	\$124,216.57	\$166,104.00	no extra time chg 3 hr		
Total of 2 year Field Trips & Summer		\$1,003,001.01	\$952,006.00	\$1,305,518.00	\$50,995.01	-\$302,516.99	

Total 20-21 Costs All Categories		\$9,424,724.85	\$9,380,942.28	\$10,685,510.00		
Total 21-22 Costs All Categories		\$9,660,268.08	\$9,615,712.72	\$11,030,302.00		
		\$19,084,992.93	\$18,996,655.00	\$21,715,812.00		
Total with spec and summer		\$19,084,992.93	\$18,996,655.00	\$21,715,812.00	\$88,337.93	-\$2,630,819.07

Rate Listed		MN CENTRAL		
20/21 Regular Ed @ 5hr		\$355.11		
20/21 Regular Ed 1/4 hr		\$9.43		
5 HR ROUTE COST		\$355.11		
20/21 Special Ed @ 4hr		\$383.16		
20/21 Special Ed 1/4 hr		\$9.67		
4HR ROUTE COST		\$383.16		
20/21 Type III @ 2 hr		\$203.63		
20/21 Type III 1/4 hr		\$9.67		
2.5 HR ROUTE COST		\$222.97		
20/21 Midday @ 2hr		\$86.64		
20/21 Midday 1/4 hr		\$9.67		
2 HR ROUTE COST		\$86.64		
77 5 HOUR REG ROUTES PER DAY	77	\$27,343.47		
27 ADDITIONAL QUARTER HOURS/	27	\$254.61		
31 4 HR SPEC ROUTES PER DAY	31	\$11,877.96		
40 ADDITIONAL QUARTER HOURS/	40	\$386.80		
10 2.5 HR TYPE III PER DAY	10	\$2,229.70		
21 2 HR MIDDAY ROUTES PER DAY	21	\$1,819.44		
48 ADDITIONAL QUARTER HOURS/	48	\$464.16		
20/21 Total X 172 EXPANDED RTES		\$7,632,696.08		
Other Things				
Wheelchair Lift 20/21		\$23.78		
Bus Monitor 20/21		\$24.20		
Trailer - Daily Charge 20/21		\$105.41		
Overnight Charge 20/21		\$163.90		
Wheelchair Lift 20/21 Cost per day	10	\$237.80		
Bus Monitor 20/21 Cost per day	274	\$6,630.80		
Wheelchair Lift 20/21 Cost per year	172	\$40,901.60		
Bus Monitor 20/21 Cost per year	172	\$1,140,497.60		
Total special charges		\$1,181,399.20		
Rate Listed		MN CENTRAL		
Summer Transportation 2 hr 20/21	32	\$148.29		
Summer Trans 1/4 hr 20/21	320	\$9.67		
Summer Trans Type III 2hr 20/21	8	\$197.72		
Summer Trans Type III 1/4 hr 20/21		\$9.67		
Out of District Field Trip 3 HR 20/21		\$184.37		
Out of District Field Trip 4 HR 20/21	879	\$237.05		
Out of District Field Trip 1/4 HR 20/21	3516	\$13.08		
In District Field Trip 2 HR 20/21	769	\$105.35		
In District Field Trip 1/4 HR 20/21	3076	\$13.17		
Summer Trans 20/21 Cost per Day		\$9,421.44		
Summer Trans (2015 Hours) 20/21	12	\$113,057.28		
Out of Dist Field Trip 20/21 879 @ 5 hr		\$254,356.23		
In Dist Field Trip 20/21 769 @ 3 hr		\$121,525.07		

Total of Field Trips & Summer		\$488,938.58	
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\$9,303,033.86

Four Year Contract	Minnesota Central	Minnesota Transp Network	MTN - Mcent	Minnesota Coaches	MCoa-Mcent
20-21 expanded routes	7,327,863.92	7,330,468.00		8,005,396.00	
21-22 expanded routes	7,511,016.40	7,569,936.72		8,259,526.00	
20-22 special transportation	2,307,128.88	2,275,339.84		2,806,524.00	
20-24 field trips and summ	954,684.66	906,195.51		1,221,058.00	
	18,100,693.86	18,081,940.07	18,753.79	20,292,504.00	(2,191,810.14)
22-23 expanded routes	7,732,437.16	7,730,646.64		8,568,696.00	
23-24 expanded routes	7,925,747.96	7,923,869.72		8,843,122.00	
22-24 special transportation	2,423,806.80	2,390,132.64		2,998,476.00	
22-24 field trips and summ	1,003,001.01	952,006.00	50,995.01	1,305,518.00	(302,516.99)
	19,084,992.93	18,996,655.00	88,337.93	21,715,812.00	(2,630,819.07)
	37,185,686.79	37,078,595.07	107,091.72	42,008,316.00	(4,822,629.21)
One year pricing					
20-21 expanded routes	7,632,696.08	withdrew quote		no quote	
20-21 Special Transportati	1,181,399.20			-	
20-21 Field Trips and Sum	488,938.58			-	
	9,303,033.86			-	

Stillwater Area Public Schools
Transportation Quotation 2020-21 through 2023-24

April 28, 2020

Requested response: May 5, 2020 by 1:00 PM

The Stillwater Area School Board at its meeting on April 23rd instructed Administration to go out to three vendors and offer them the chance to adjust their quotations received on December 20, 2019. This document contains the format which the District would like to receive your revised quotes if you so wish to do that. In the interest of transparency, the original quotes from the current three (3) vendors are enclosed, as is the Tabulation format that will be used to evaluate the revised quotes.

The Board asked that the requested adjustments be formatted so that the vendors would be able to provide alternatives based on the duration of the contract, and on the availability of a terminal provided by the district.

The Board has also requested that each vendor submit a plan for how they would prepare to operate the transportation service for the district. This will help the District ensure that the vendor chosen will be ready to transport our students safely on the first day of school and thereafter. Please review the more complete request after the pricing pages.

As you may be aware, there is a question on whether the current terminal on Hudson Road will be available for bus use, and the District is interested in your ability to provide the terminal facility if it is not available. The District is also exploring other terminal options.

The Board is aware of the very tight timelines under which this request is made, and asks that you provide a response as soon as possible, but no later than Tuesday, May 5, 2020 by 1:pm. The Board expressed a strong willingness to act quickly, even calling a special board meeting, to act on the contract once the amended proposals are received.

In addition to this information, the District is interested in any further comments or questions you may wish to submit.

Thank you for your interest and patience as this process has unfolded.

Please submit any questions in writing as we will share all questions and answers with all vendors.

Questions? Contact Jan Vanderwall

jan@vanderwallconsulting.com

651-484-6355

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

Contractor: NACSB dba Minnesota Central School Bus

Date: May 4, 2020

AM-PM Regular Education Routes

Approximate
Route Times
4 or 5 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
4 Hour	\$ 342.42 Per Day	\$ 350.99 Per Day	\$ 359.76 Per Day	\$ 368.75 Per Day
Additional Charge Over 4 Hours	\$ no charge until over 5 hrs Per Quarter (1/4) HR	\$ no charge until over 5 hrs Per Quarter (1/4) HR	\$ no charge until over 5 hrs Per Quarter (1/4) HR	\$ no charge until over 5 hrs Per Quarter (1/4) HR
5 Hour	\$ 342.42 Per Day	\$ 350.99 Per Day	\$ 359.76 Per Day	\$ 368.75 Per Day
Additional Charge Over 5 Hours	\$ 9.09 Per Quarter (1/4) HR	\$ 9.32 (1/4) HR Per Quarter	\$ 9.55 (1/4) HR Per Quarter	\$ 9.79 (1/4) HR Per Quarter
% Cost if Only AM or PM Route	% 65 of Full Route Cost	% 65 of Full Route Cost	% 65 of Full Route Cost	% 65 of Full Route Cost

AM-PM Special Education and Type III Routes

Approximate
Route Times
4 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
4 Hour rate	\$ 369.46 Per Day	\$ 378.69 Per Day	\$ 388.16 Per Day	\$ 397.86 Per Day
Additional Charge Over 4 Hours	\$ 9.32 Per Quarter (1/4) HR	\$ 9.55 (1/4) HR Per Quarter	\$ 9.79 (1/4) HR Per Quarter	\$ 10.04 (1/4) HR Per Quarter
% Cost if Only AM or PM Route	% 65 of Full Route Cost	% 65 of Full Route Cost	% 65 of Full Route Cost	% 65 of Full Route Cost
Type III 2 hours	\$ 196.35 cost for 2 hours	\$ 201.26 cost for 2 hours	\$ 206.30 cost for 2 hours	\$ 211.45 cost for 2 hours
Type III over 2 hrs	\$ 9.32 Per Quarter (1/4) HR	\$ 9.55 (1/4) HR Per Quarter	\$ 9.79 (1/4) HR Per Quarter	\$ 10.04 (1/4) HR Per Quarter

Midday Routes

Approximate
Route Times
2 Hour
Minimum

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

	2020-2021	2021-2022	2022-2023	2023-2024
2 Hour - Bus	\$ 83.55 Per Day	\$ 85.64 Per Day	\$ 87.78 Per Day	\$ 89.97 Per Day
Additional Charge Over 4 Hours	\$ 9.32 Per Quarter (1/4) HR	\$ 9.55 (1/4) HR Per Quarter	\$ 9.79 (1/4) HR Per Quarter	\$ 10.04 (1/4) HR Per Quarter

Summer Transportation

2 Hour
Minimum

	2020-2021	2021-2022	2022-2023	2023-2024
2 Hour - Bus	\$ 142.99 Per Day	\$ 146.57 Per Day	\$ 150.23 Per Day	\$ 153.99 Per Day
Additional Charge Over 4 Hours	\$ 9.32 Per Quarter (1/4) HR	\$ 9.55 (1/4) HR Per Quarter	\$ 9.79 (1/4) HR Per Quarter	\$ 10.04 (1/4) HR Per Quarter
2 Hour - Type III	\$ 190.66 Per Day	\$ 195.43 Per Day	\$ 200.32 Per Day	\$ 205.32 Per Day
Additional Charge Over 4 Hours	\$ 9.32 Per Quarter (1/4) HR	\$ 9.55 (1/4) HR Per Quarter	\$ 9.79 (1/4) HR Per Quarter	\$ 10.04 (1/4) HR Per Quarter

Stillwater Area Public Schools
Written Quotation Form
2020-2021 year only

Contractor: NACSB dba Minnesota
Central School Bus

Date: May 4, 2020

AM-PM Regular Education Routes

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

Approximate Route Times

(end)

4 or 5 Hour Minimum

2020-2021

4 Hour	\$ 355.11	Per Day
Additional Charge Over 4 Hours	\$ no charge until over 5 hrs	Per Quarter (1/4) HR
5 Hour	\$ 355.11	Per Day
Additional Charge Over 5 Hours	\$ 9.43	Per Quarter (1/4) HR
% Cost if Only AM or PM Route	% 65	of Full Route Cost

AM-PM Special Education and Type III Routes

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

Approximate Route Times

(end)

4 Hour Minimum

2020-2021

4 Hour rate	\$ 383.14	Per Day
Additional Charge Over 4 Hours	\$ 9.67	Per Quarter (1/4) HR
% Cost if Only AM or PM Route	% 65	of Full Route Cost
Type III 2 hours	\$ 203.63	cost for 2 hours
Type III over 2 hrs	\$ 9.67	Per Quarter (1/4) HR

Midday Routes

Approximate Route Times

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

2 Hour Minimum

2020-2021

2 Hour - Bus	\$ 86.64	Per Day
Additional Charge Over 4 Hours	\$ 9.67	Per Quarter (1/4) HR

Summer Transportation

2 Hour Minimum

2020-2021

2 Hour - Bus	\$ 148.29	Per Day
Additional Charge Over 4 Hours	\$ 9.67	Per Quarter (1/4) HR
2 Hour - Type III	\$ 197.72	Per Day
Additional Charge Over 4 Hours	\$ 9.67	Per Quarter (1/4) HR

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

Contractor: NACSB dba Minnesota Central School Bus

Date: May 4, 2020

For written quotation comparison, we will use the following formulas.

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

2020 – 2021		
77 Regular Education Routes @ 5 Hour Rate: 77 X \$ 342.42	X 172 Days	\$4,535,010
27 Additional Quarter Hours @ Additional Rate: 27 X \$ 9.09	X 172 Days	\$42,214
31 Special Education Routes @ 4 Hour Rate: 31 X \$ 369.46	X 172 Days	\$1,969,961
40 Additional Quarter Hours @ Additional Rate: 40 X \$ 9.32	X 172 Days	\$64,122
21 Midday Routes @ 2 Hour Rate: \$ 83.55	X 172 Days	\$301,783
48 Additional Quarter Hours @ Additional Rate: 48 X \$ 9.32	X 172 Days	\$76,946
10 Type III routes - @ 2 hours rate: 10X \$ 196.35	X 172 Days	\$337,722
20 Additional Quarter Hours @ Additional Rate: 20 X 9.32	X 172 Days	\$32,061
10 Wheelchair Lifts @ Additional Rate: 10 X \$ 22.93	X 172 Days	\$39,440
248 Bus Monitor hours @ Hourly Rate: 248 X \$ 23.34	X 172 Days	\$995,591
32 Summer Transportation* 2-hour Rate: 32 X \$ 142.99	X 12 days	\$54,908
310 Additional Quarter Hours @ Additional Rate: 32 X \$ 9.32	X 12 days	\$3,579
879 Out of Dist Field Trips@ 5 hr.** Rate: 879 X \$ 279.04		\$245,276
769 In Dist Field Trips @ 3 hr,*** Rate: 769 X \$ 152.39		\$117,188
2020– 2021 Total		\$8,815,801

* 2015 hours

** 4 hour rate + 4 ¼ hour additional

*** 2 hour rate + 4 ¼ hour additional

Transportation Services for 2020 – 2021 Total	\$8,815,801
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Performance Bond Charges to be added to above total if required	
Performance Bond Cost: 2020 – 2021	\$93,821
Performance Bond Cost Total: 2020 – 2021	\$93,821

Stillwater Area Public Schools

2020 – 2021

Contractor: NACSB dba Minnesota Central School Bus

Date: May 4, 2020

Facility: There is a question as to whether the existing bus terminal will be available for use in the coming school year. The District is interested to know if your company would be able to find and operate its own terminal to provide service to the district. If this is the case, please provide a brief description of your facility plans and the effect if any that this would have on the contract costs with the District.

Company will contract without using District terminal facilities with plan indicated below (or attached):

____ If Board elects to sell current terminal, we are prepared to participate in a public auction or any other means District utilizes in the sale of the property. _____

Company is NOT able to contract without using the District terminal at this time: ____ Please see above response. _____

Please also provide a startup plan and timeline for implementing your transportation service with the Stillwater School District, including

- Procurement and assignment of equipment.
- Staffing and driver training.
- Maintenance staffing.
- Management of the contract.

This may be submitted as an addendum to this document.

Non incumbents please also provide references who are current or former customers that could be contacted in reference to your company's performance.

Comments: ____ Please refer to our proposal and past relationship with District of our qualifications in serving the students and community of ISD 834. _____

FIRM ____ North America Central School Bus dba Minnesota Central School Bus ____

ADDRESS ____ 78 N. Chicago Street, 2nd FL, Joliet, Illinois 60432 _____

BY ____ Dan O'Brien _____

TITLE ____ Director of Business Development _____

TELEPHONE ____ 815.409.4007 _____ EMAIL ____ d.obrien@illinois-central.com

SIGNATURE ____ *Dan O'Brien* _____

DATE ____ May 4, 2020 _____

Appendix 1a to Negotiation Documents

Stillwater Area Public Schools

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

Contractor: NACSB dba Minnesota Central School Bus

Date: May 4, 2020

Out of District Extra Curricular Trips

2 Hour Minimum	2020-2021	2021-2022	2022-2023	2023-2024
2 Hour - Bus	\$ 177.79 Per Day	\$ 182.23 Per Day	\$ 186.79 Per Day	\$ 191.46 Per Day
3 Hour - Bus	\$ 177.79 Per Day	\$ 182.23 Per Day	\$ 186.79 Per Day	\$ 191.46 Per Day
4 Hour - Bus	\$ 228.58 Per Day	\$ 234.30 Per Day	\$ 240.15 Per Day	\$ 246.16 Per Day
Additional charge Over 4 Hours	\$ 12.61 Per Quarter (1/4) HR	\$ 12.93 Per Quarter (1/4) HR	\$ 13.25 Per Quarter (1/4) HR	\$ 13.58 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	\$ 101.58 Per Day	\$ 104.12 Per Day	\$ 106.73 Per Day	\$ 109.40 Per Day
Additional charge Over 2 Hours	\$ 12.70 Per Quarter (1/4) HR	\$ 13.02 Per Quarter (1/4) HR	\$ 13.34 Per Quarter (1/4) HR	\$ 13.68 Per Quarter (1/4) HR

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

Other Costs

	2020-2021	2021-2022	2022-2023	2023-2024
Wheel Chair Lift	\$ 22.93 Per Day	\$ 23.50 Per Day	\$ 24.09 Per Day	\$ 24.69 Per Day
Bus Monitor	\$ 23.34 Per Hour	\$ 23.92 Per Hour	\$ 24.52 Per Hour	\$ 25.13 Per Hour
Trailer	\$ 101.65 Daily Charge	\$ 104.19 Daily Charge	\$ 106.80 Daily Charge	\$ 109.47 Daily Charge
Overnight Charge	\$ 158.05 Per Night	\$ 162.00 Per Night	\$ 166.05 Per Night	\$ 170.20 Per Night
Under 1 Hour Cancellation Cost	\$ 80.73 Per Trip	\$ 82.75 Per Trip	\$ 84.82 Per Trip	\$ 86.94 Per Trip

SUBMITTED BY _____ Dan O'Brien, Director of Business Development _____

SIGNATURE _____ *Dan O'Brien* _____

DATE _____ May 4, 2020 _____.

Appendix 1b to Negotiation Documents

Stillwater Area Public Schools Written Quotation Form Supplemental Charges 2020-21 only

Contractor: NACSB dba Minnesota Central School Bus

Date: May 4, 2020

Out of District Extra Curricular Trips

2 Hour 2020-2021

Minimum

2 Hour - Bus	\$ 184.37	Per Day
3 Hour - Bus	\$ 184.37	Per Day
4 Hour - Bus	\$ 237.05	Per Day
Additional charge Over 4 Hours	\$ 13.08 (1/4) HR	Per Quarter

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

In District Extra Curricular Trips

2 Hour

Minimum

2020-2021

2 Hour - Bus	\$ 105.35	Per Day
Additional charge Over 2 Hours	\$ 13.17 (1/4) HR	Per Quarter

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

Other Costs

2020-21

Wheel Chair Lift	\$ 23.78	Per Day
Bus Monitor	\$ 24.20	Per Hour
Trailer	\$ 105.41	Daily Charge
Overnight Charge	\$ 163.90	Per Night
Under 1 Hour Cancellation Cost	\$ 83.72	Per Trip

SUBMITTED BY _____ Dan O'Brien, Director of Business Development _____

SIGNATURE _____ *Dan O'Brien* _____

DATE _____ May 4, 2020 _____



North America Central School Bus

"Safety First/Quality Always"

May 4, 2020

Mr. John Thein
Interim Executive Director of Finance and
Operations Independent School District No.834
1875 Greeley Street South
Stillwater, MN 55082

Re: Transportation Quotation Request – May 5, 2020

Dear Mr. Thein,

Thank you for the opportunity to respond to Independent School District No.834 request for written quotations for student transportation services. We are appreciative of the opportunity we have had to service your District for the past twelve years. We have always valued our partnership and look forward to its continuation upon award of the contract.

Enclosed, please find our proposal highlighting a summary of our program, service capabilities and qualifications per the specifications outlined in your request for written quotations. You will notice that we reevaluated our cost structure given the current economic times and are happy to inform you that we were able to reduce our rates from those we quoted back in December. The attached plan is subject change depending on the final contract and economic conditions. Be assured, we are committed to working with the District and providing the services as required by the written proposal request. We are dedicated to providing the professional and safe services which students, parents, community and administration of Independent School District No.834 expects and deserves.

Whether establishing new service routes, adapting services to accommodate special needs passengers, developing and strengthening connections within the communities we serve, North America Central School Bus has consistently delivered strong results. Key points separating us from our competitors include:

- **Limited start - up / transition risk: as your long-time provider we have the vehicles, office staff, maintenance staff, drivers and monitors already in place to service your contract**
- A local staff with the knowledge and experience of your Districts varied needs in place and ready to provide quality services to the Independent School District No. 834.
- A highly skilled and locally based driver workforce with over 50% of the drivers having driven for Independent School District No. 834 for over 5-years.
- Customer focused service delivery that provides customized solutions based on your District's needs, not a "one size fits all" solution.
- Region and Corporate support staff with functional expertise in operations, maintenance, Human Resources, Safety, and Finance.

We look forward to continuing our partnership with your School District. Please feel free to contact me at (815) 409-4007 with any question in reference to our proposal.

Thank you for your consideration,

Dan O'Brien,
Director of Business Development





North America Central School Bus

“Safety First/Quality Always”

North America Central School Bus – Start Up/Implementation Plan – ISD No.834

Please find below a high level start up plan. Upon award we will work with you and your team to review/customize our detailed start up template to meet the needs of your District. Being your current vendor, all items listed below will be ongoing since we are already in place and are ready to service this contract.

- Contract Award/Execution (May)
- Meet with District to fully understand: (Follows Board Vote) -- ongoing
 1. Expectations
 2. Goals
 3. Improvement areas
 4. Summer School (2020)
 5. Support hiring of local staff
 6. Start-up detailed timeline
- **Facility Determination/Transition**
- Fleet order (February)
- Recruiting/Training and Hiring – ongoing, even during the closure
- Fleet Delivery (May/June/July)
- Schedule standing meeting/calls with key personnel beginning June 1st or sooner if needed -- ongoing



North America Central School Bus

“Safety First/Quality Always”

FLEET PLAN

For this quotation, NACSB has improved our fleet servicing your District. Our fleet estimate is (118) route buses/minivans, (12) spares and (12) trip buses for a total fleet of (142) vehicles. Our plan is to replace (11) Type-A vehicles with new vehicles for the start of the 2020/21 school year. Our plan also includes purchasing (15) 2017 71-passenger vehicles and (3) 2015 midsize special needs vehicles for the 2020/21 school year. Almost all the (29) vehicles being replaced are 2009 model year vehicles, **this is a significant improvement over the fifteen (15) vehicles replaced in our original proposal.**

This (29) vehicle upgrade in year 1 equates to 20% of the fleet being upgraded for the 2020/21 school year. For future years we will continue to make fleet replacements to follow the requirements in your Request for Written Quotations.

Orders have been placed for the (11) new type A vehicles with tentative delivery commitments of Early July. The other 18 vehicles are at the dealers now and will be delivered to us in Stillwater in May and June.

All years, the fleet will meet and or exceed the requirements of the specifications as we are committed to continuing to invest in our partnership by renewing the fleet.



North America Central School Bus

“Safety First/Quality Always”

**Servicing Contract: Independent School District No.834
Drivers and Monitors, Wage Plan for 20/21 SY**

NACSB standard operating procedure is to conduct a market study for each of our operations yearly. Our plan for Stillwater facility is to **increase wages around 5%.** Wages are our risk and if the market indicates we need an additional wage adjustment in order to recruit and attract drivers we will do so.

Recruiting & Training

MCSB hired a full-time recruiter, Omesh Singh, who is domiciled at our Stillwater location. His focus and compensation are totally geared towards recruitment. Omesh started in 2019 and has shown great talent and skill for getting outside the box and finding new recruiting methods and opportunities. Couple this with the enhanced driver wages, we believe that the Stillwater location can and will make significant strides in tackling the driver shortage issues.

Driver training at our Stillwater operation is becoming more efficient. Under the direction of our Location Safety Coordinator, Liz Dickinson, the six (6) person training team has great success in training and graduating new drivers once they are given a recruit. One of the trainers is a credentialed Third-Party Road tester. This enables MCSB to perform all the classroom & behind the wheel training and the final Third Party CDL testing out of our operation.

In our original quote submission, you will find a more detailed description of our training programs.



North America Central School Bus

“Safety First/Quality Always”

NACSB response to Written Quotation for Student Transportation Services - Independent School District #834

North America Central School Bus proposal is based upon the following:

- NACSB will do business as Minnesota Central School Bus
- NACSB proposal is based upon conducting successful contract negotiations with the District
- NACSB understands the contract may be for 1-year effective August 1, 2020 through July 31, 2021 or a 4-year term effective August 1, 2020 through July 31, 2024. District will have the option to extend the contract for additional years pending negotiations between the District and the Contractor
- NACSB has provided reference information in our original written quotation under the reference list section of our proposal. NACSB currently operates over 100 contracts throughout ten states. If further information is requested in addition to the references provided, we are happy to provide.
- NACSB has based our proposal on 172 school days of service per the information provided by the District
- NACSB understands that should the economics / programs significantly change in scope then either party may request that appropriate pricing adjustments be considered
- NACSB understands that the District will provide Versatrans Routing Software and be responsible for all scheduling and routing of students
- NACSB will meet the camera requirements of the written quotation request.
- NACSB buses will be equipped with Synovia GPS tracking systems.
- NACSB has provided in our original written quotation a certificate of insurance which satisfies the requirements of the quotation request.
- NACSB understands that the District will make available a transportation terminal located at 11530 Hudson Boulevard North, Lake Elmo, MN. It is understood the parties will have a lease in place that would cover the same term as the contract
- NACSB has provided a letter from our bonding company indicating our ability to provide a performance bond for 100% of the first year's contract price as security for faithful performance of this contract. NACSB has provided a price for this bond as part of our quotation.
- NACSB does not currently have any outstanding litigation that would impact our ability to perform this contract. As with any company of our size we have some employment litigation and accident litigation pending. If further information is required, please advise.
- NACSB has sufficient financial resources available to provide transportation services for an operation of this size and complexity. In our original submission, we provided a letter from Central States Bus which demonstrates evidence of our capability to purchase vehicles as well as a letter from PNC bank outlining our \$140 million revolving line of credit.
- NACSB understands that a minimum of ten (10) buses used on daily routes must have a manufacturers capacity of at least (77) passengers. Vehicles assigned to daily routes shall be no older than twelve (12) years old at the start of any contract year. At least fifty (50%) percent of the bus equipment, including replacement and stand by buses, shall not be older than eight (8) years old at the start of the contract year nor average more than eight (8) years old.
- NACSB would be willing to negotiate with District the terms upon which 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 this contract.



North America Central School Bus

“Safety First/Quality Always”

Local staffing plan for Independent School, District No.834, Stillwater Area Public Schools

- Contract Manager (1)
- Assistant Manager (1)
- Safety Manager (1)
- Dispatcher(s) (2), (1) full time & (1) part time
- HR Recruiter/Manager (1)
- Finance Manager (1)
- Part Time Special Education Coordinator (1)
- Part Time Driver Trainers (4)
- Part-Time Third-Party Road Tester (1)

Total of six (6) full time office staff employees and seven (7) part time coordinators, dispatcher, trainers & tester

- Technician in Charge (1)
- Technicians (4)
- Part time Lotman/fueler (2)

Total of (7) maintenance employees with all positions currently filled

Location will receive support from our Mid-States Region Team as well as our Corporate headquarters.



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
4 or 5 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
4 Hour	\$345.00 Per Day	\$353.63 Per Day	\$362.47 Per Day	\$371.53 Per Day
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 Per Day	\$353.63 Per Day	\$362.47 Per Day	\$371.53 Per Day
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
% 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
4 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
4 Hour rate	\$370.00 Per Day	\$379.25 Per Day	\$388.73 Per Day	\$398.45 Per Day
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
2 Hour
Minimum**

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

	2020-2021	2021-2022	2022-2023	2023-2024
2 Hour - Bus	\$84.00 Per Day	\$86.10 Per Day	\$88.25 Per Day	\$90.45 Per Day
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

**2 Hour
Minimum**

	2020-2021	2021-2022	2022-2023	2023-2024
2 Hour - Bus	\$199.00 Per Day	\$203.98 Per Day	\$209.07 Per Day	\$214.30 Per Day
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
2 Hour - Type III	\$173.00 Per Day	\$177.33 Per Day	\$181.76 Per Day	\$186.30 Per Day
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

**Stillwater Area Public Schools
Written Quotation Form
2020-2021 year only**

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

AM-PM Regular Education Routes

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

**Approximate Route Times
4 or 5 Hour Minimum**

2020-2021

4 Hour	\$345.00	Per Day
Additional Charge Over 4 Hours	\$0.00	Per Quarter (1/4) HR
5 Hour	\$345.00	Per Day
Additional Charge Over 5 Hours	\$8.00	Per Quarter (1/4) HR
% Cost if Only AM or PM Route	60%	of Full Route Cost

**AM-PM Special Education and Type III
Routes**

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

Approximate Route Times

4 Hour Minimum

2020-2021

4 Hour rate	\$370.00	Per Day
Additional Charge Over 4 Hours	\$8.00	Per Quarter (1/4) HR
% Cost if Only AM or PM Route	60%	of Full Route Cost
Type III 2 hours	\$190.00	cost for 2 hours
Type III over 2 hrs	\$8.00	Per Quarter (1/4) HR

Midday Routes

Approximate Route Times

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

2 Hour Minimum

2020-2021

2 Hour - Bus	\$84.00	Per Day
Additional Charge Over 4 Hours	\$8.00	Per Quarter (1/4) HR

Summer Transportation

2 Hour Minimum

2020-2021

2 Hour - Bus	\$199.00	Per Day
Additional Charge Over 4 Hours	\$0.00	Per Quarter (1/4) HR
2 Hour - Type III	\$173.00	Per Day
Additional Charge Over 4 Hours	\$8.00	Per Quarter (1/4) HR

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

Contractor: Metropolitan Transportation Network

Date: 5/5/2020

For written quotation comparison, we will use the following formulas.

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

2020 – 2021	
77 Regular Education Routes @ 5 Hour Rate: 77 X \$345.00 X 172 Days	\$4,569,180.00
27 Additional Quarter Hours @ Additional Rate: 27 X \$8.00 X 172 Days	\$37,152.00
31 Special Education Routes @ 4 Hour Rate: 31 X \$370.00 X 172 Days	\$1,972,840.00
40 Additional Quarter Hours @ Additional Rate: 40 X \$8.00 X 172 Days	\$55,040.00
21 Midday Routes @ 2 Hour Rate: 21 X \$84.00 X 172 Days	\$303,408.00
48 Additional Quarter Hours @ Additional Rate: 48 X \$8.00 X 172 Days	\$66,048.00
10 Type III routes - @ 2 hours rate: 10 X \$190.00 X 172 Days	\$326,800.00
20 Additional Quarter Hours @ Additional Rate: 20 X \$8.00 X 172 Days	\$27,520.00
10 Wheelchair Lifts @ Additional Rate: 10 X \$23.00 X 172 Days	\$39,560.00
248 Bus Monitor hours @ Hourly Rate: 248 X \$23.00 X 172 Days	\$981,088.00
32 Summer Transportation* 2-hour Rate: 32 X \$199.00 X 12 days	\$76,416.00
310 Additional Quarter Hours @ Additional Rate: 32 X \$0.00 X 12 days	\$0.00
879 Out of Dist Field Trips@ 5 hr.** Rate: 879 X \$272.00	\$239,088.00
769 In Dist Field Trips @ 3 hr,*** Rate: 769 X \$150.00	\$115,350.00
2020– 2021 Total	\$8,809,490.00

* 2015 hours

** 4 hour rate + 4 ¼ hour additional

*** 2 hour rate + 4 ¼ hour additional

Transportation Services for 2020 – 2021 Total	\$8,809,490.00
Performance Bond Charges to be added to above total if required	\$
Performance Bond Cost: 2020 – 2021	\$50,000
Performance Bond Cost Total: 2020 – 2021	\$50,000

**Stillwater Area Public Schools
Written Tabulation Form
2021 – 2022**

Contractor: Metropolitan Transportation Network

Date: 05/05/2020

For written quotation comparison, we will use the following formulas.

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

2021-2022	
77 Regular Education Routes @ 5 Hour Rate: 77 X \$353.63 X 172 Days	\$4,683,475.72
27 Additional Quarter Hours @ Additional Rate: 27 X \$8.20 X 172 Days	\$ 38,080.80
31 Special Education Routes @ 4 Hour Rate: 31 X \$379.25 X 172 Days	\$2,022,161.00
40 Additional Quarter Hours @ Additional Rate: 40 X \$8.20 X 172 Days	\$ 56,416.00
21 Midday Routes @ 2 Hour Rate: 21 X \$86.10 X 172 Days	\$ 310,993.20
48 Additional Quarter Hours @ Additional Rate: 48 X \$8.20 X 172 Days	\$ 67,699.20
10 Type III routes - @ 2 hours rate: 10 X \$194.75 X 172 Days	\$ 334,970.00
20 Additional Quarter Hours @ Additional Rate: 20 X \$8.20 X 172 Days	\$ 28,208.00
10 Wheelchair Lifts @ Additional Rate: 10 X \$23.58 X 172 Days	\$ 40,557.60
248 Bus Monitor hours @ Hourly Rate: 248 X \$23.58 X 172 Days	\$1,005,828.48
32 Summer Transportation* 2-hour Rate: 32 X \$203.98 X 12 days	\$ 78,328.32
310 Additional Quarter Hours @ Additional Rate: 32 X \$0.00 X 12 days	\$ 0.00
879 Out of Dist Field Trips@ 5 hr.** Rate: 879 X 278.80	\$ 245,065.20
769 In Dist Field Trips @ 3 hr,*** Rate: 769 X \$153.75	\$118,233.75
2021– 2022 Total	\$9,030,017.27

* 2015 hours

** 4 hour rate + 4 ¼ hour additional

*** 2 hour rate + 4 ¼ hour additional

Transportation Services for 2021-2022 Total	\$9,030,017.27
--	-----------------------

Performance Bond Charges to be added to above total if required	\$
Performance Bond Cost: 2021-2022	\$
Performance Bond Cost Total: 2021-2022	\$

**Stillwater Area Public Schools
Written Tabulation Form
2022 – 2023**

Contractor: Metropolitan Transportation Network

Date: 05/05/2020

For written quotation comparison, we will use the following formulas.

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

2022 – 2023	
77 Regular Education Routes @ 5 Hour Rate: 77 X \$362.47 X 172 Days	\$4,800,552.68
27 Additional Quarter Hours @ Additional Rate: 27 X \$8.41 X 172 Days	\$ 39,056.04
31 Special Education Routes @ 4 Hour Rate: 31 X \$388.73 X 172 Days	\$2,072,708.36
40 Additional Quarter Hours @ Additional Rate: 40 X \$8.41 X 172 Days	\$ 57,860.80
21 Midday Routes @ 2 Hour Rate: 21 X \$88.25 X 172 Days	\$ 318,759.00
48 Additional Quarter Hours @ Additional Rate: 48 X \$8.41 X 172 Days	\$ 69,432.96
10 Type III routes - @ 2 hours rate: 10 X \$199.62 X 172 Days	\$ 343,346.40
20 Additional Quarter Hours @ Additional Rate: 20 X \$8.41 X 172 Days	\$ 28,930.40
10 Wheelchair Lifts @ Additional Rate: 10 X \$24.16 X 172 Days	\$ 41,555.20
248 Bus Monitor hours @ Hourly Rate: 248 X \$24.16 X 172 Days	\$1,030,568.96
32 Summer Transportation* 2-hour Rate: 32 X \$209.07 X 12 days	\$ 80,282.88
310 Additional Quarter Hours @ Additional Rate: 32 X \$0.00 X 12 days	\$ 0.00
879 Out of Dist Field Trips@ 5 hr.** Rate: 879 X \$285.77	\$ 251,191.83
769 In Dist Field Trips @ 3 hr,*** Rate: 769 X \$157.59	\$ 121,186.71
2022 – 2023 Total	\$9,255,432.22

* 2015 hours

** 4 hour rate + 4 ¼ hour additional

*** 2 hour rate + 4 ¼ hour additional

Transportation Services for 2022 – 2023 Total	\$9,255,432.22
--	-----------------------

Performance Bond Charges to be added to above total if required	\$
Performance Bond Cost: 2022 – 2023	\$
Performance Bond Cost Total: 2022 – 2023	\$

**Stillwater Area Public Schools
Written Tabulation Form
2023 – 2024**

Contractor: Metropolitan Transportation Network

Date: 05/05/2020

For written quotation comparison, we will use the following formulas.

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

2023 – 2024	
77 Regular Education Routes @ 5 Hour Rate: 77 X \$371.53 X 172 Days	\$4,920,543.32
27 Additional Quarter Hours @ Additional Rate: 27 X \$8.62 X 172 Days	\$ 40,031.28
31 Special Education Routes @ 4 Hour Rate: 31 X \$398.45 X 172 Days	\$2,124,535.40
40 Additional Quarter Hours @ Additional Rate: 40 X \$8.62 X 172 Days	\$ 59,305.60
21 Midday Routes @ 2 Hour Rate: 21 X \$90.45 X 172 Days	\$ 326,705.40
48 Additional Quarter Hours @ Additional Rate: 48 X \$8.62 X 172 Days	\$ 71,166.72
10 Type III routes - @ 2 hours rate: 10 X \$204.61 X 172 Days	\$ 351,929.20
20 Additional Quarter Hours @ Additional Rate: 20 X \$8.62 X 172 Days	\$ 29,652.80
10 Wheelchair Lifts @ Additional Rate: 10 X \$24.77 X 172 Days	\$ 42,604.40
248 Bus Monitor hours @ Hourly Rate: 248 X \$24.77 X 172 Days	\$1,056,589.12
32 Summer Transportation* 2-hour Rate: 32 X \$214.30 X 12 days	\$ 82,291.20
310 Additional Quarter Hours @ Additional Rate: 32 X \$0.00 X 12 days	\$ 0.00
879 Out of Dist Field Trips@ 5 hr.** Rate: 879 X \$292.91	\$ 257,467.89
769 In Dist Field Trips @ 3 hr,*** Rate: 769 X \$161.53	\$ 124,216.57
2023 – 2024 Total	\$9,487,038.90

* 2015 hours

** 4 hour rate + 4 ¼ hour additional

*** 2 hour rate + 4 ¼ hour additional

Transportation Services for 2023 – 2024 Total	\$9,487,038.90
Performance Bond Charges to be added to above total if required	\$
Performance Bond Cost: 2023 – 2024	\$
Performance Bond Cost Total: 2023 – 2024	\$

**Stillwater Area Public Schools
2020 – 2021**

Contractor: Metropolitan Transportation Network

Date: 5/5/2020

FIRM Metropolitan Transportation Network

ADDRESS 8260 Hickory Street NE, Fridley, MN 55432

BY Tashitaa Tufaa

TITLE CEO

TELEPHONE 763-571-1541

EMAIL: ttufaa@metrotn.com

SIGNATURE

Tashitaa T. Tufaa

DATE

May 5, 2020

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 Day	\$ 182.45 Per Day	\$ 187.01 Per Day	\$ 191.69 Per Day
3 Hour - Bus	\$ 178 Per Day	\$ 182.45 Per Day	\$ 187.01 Per Day	\$ 191.69 Per Day
4 Hour - Bus	\$ 240 Per Day	\$ 246.00 Per Day	\$ 252.15 Per Day	\$ 258.45 Per Day
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 Day	\$ 153.75 Per Day	\$ 157.59 Per Day	\$ 161.53 Per Day
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: No additional charge until after 3 hours. Greater than 3 hours will be charged at \$8 per ¼ 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	\$ 78.80 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

TASHKIAA TUFAA

SIGNATURE

Tashkiaan T. Tufaa

DATE

MAY 5, 2020

Appendix 1b to Negotiation Documents

Stillwater Area Public Schools Written Quotation Form Supplemental Charges 2020-21 only

Contractor: **Metropolitan Transportation Network**

Date: **5/5/2020**

Out of District Extra Curricular Trips

2 Hour Minimum 2020-2021

2 Hour - Bus	\$ 178 Per Day
3 Hour - Bus	\$ 178 Per Day
4 Hour - Bus	\$ 240 Per Day
Additional charge Over 4 Hours	\$ 8 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

2 Hour - Bus	\$ 150 Per Day
Additional charge Over 3 Hours*	\$ 8 Per Quarter (1/4) HR

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

***NOTE: No additional charge up to 3 hours. Greater than 3 hours will be charged at \$8 per ¼ hour**

Other Costs

2020-21

Wheel Chair Lift	\$ 23 Per Day
Bus Monitor	\$ 23 Per Hour
Trailer	\$ 75 Daily Charge
Overnight Charge Under 1 Hour	\$ 158 Per Night
Cancellation Cost	\$ 0 Per Trip

SUBMITTED BY

SIGNATURE

DATE

TASHITA TUEAA
Tashita T. Tueaa
May 5, 2020

From: Steve Carter <SCarter@metrotn.com>
Sent: Tuesday, May 05, 2020 9:43 PM
To: jan@vanderwallconsulting.com
Cc: Tashitaa Tufaa; Steve Carter
Subject: Change to MTN's proposal

Jan,
Thank you for the call to ensure we understood the clear differences between the 1-year and 4-year options for the Stillwater bid. After doing some number crunching and analysis of options, Tashitaa and I have decided to change our proposal for Stillwater ISD student transportation services. We cannot come up with a sound plan that would work for only 1 year, no matter how we price it. We believe that we will earn the renewal of the business after one year through proven performance and service. However, it is too big a risk to commit the effort and money needed to ramp up the required staff, vehicles, and infrastructure if the contract were to only last one year. Therefore, we would like to remove our proposal for the one-year option for 2020-2021 school year.

We are still very committed to the four-year contract proposal and are confident we are the best choice as Stillwater's transportation contractor for the long-term, and have no changes to make on the pricing that we submitted for the multi-year contract.

Do you need me to resubmit the quotation sheets to show "no bid" on the 1-year proposal, or is this email sufficient to make that change?

Thanks again for your partnership,
Tashitaa and Steve

From: jan@vanderwallconsulting.com [mailto:jan@vanderwallconsulting.com]
Sent: Tuesday, May 5, 2020 3:46 PM
To: Pat Regan <poregan14@hotmail.com>; S.Hemmerlein@illinois-central.com; Steve Carter <SCarter@metrotn.com>; Troy Nelson <tnelson@minnesotacoaches.com>; 'Joseph Faessler' <J.Faessler@illinois-central.com>; Tashitaa Tufaa <ttufaa@metrotn.com>
Cc: Linda Moncrief <moncriefl@stillwaterschools.org>; theinj@stillwaterschools.org
Subject: Mistake

I was mistaken, we have two quoters for the one year contract, and 3 quoters for the 4 year contract. Minnesota Coaches did provide a 4 year proposal as well

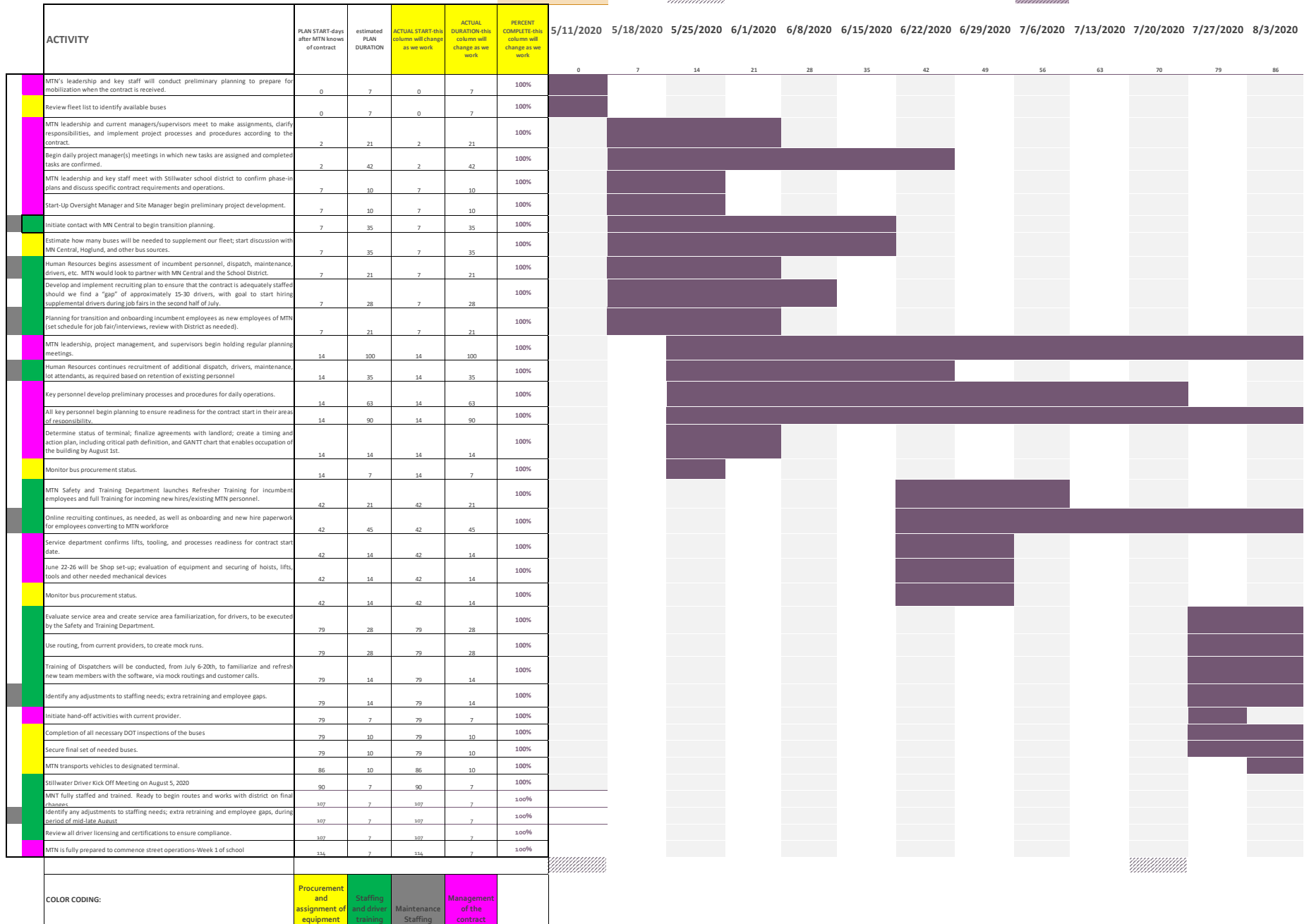
All other parts of the previous email are correct.

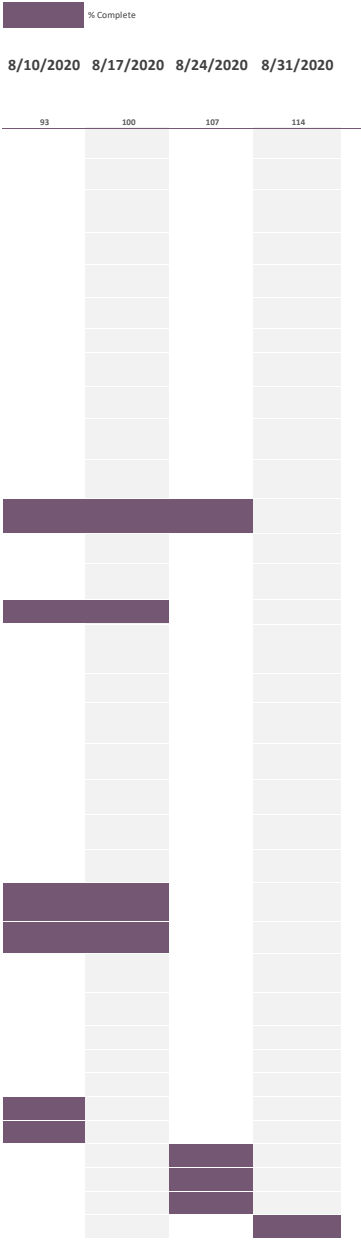
We will get back to you when we have the full analysis completed.

Jan

A legend describing the charting follows.

1





From: Amy Tiedens <astiedens@district287.org>
Sent: Thursday, May 07, 2020 11:39 AM
To: jan@vanderwallconsulting.com
Subject: Re: Reference check in

1. What services is MTN presently providing your district and at what scale. District 287 is currently only using one bus that transports two students in wheelchairs and many ambulatory students to/from midday work, vocational and community routes throughout the school year. 287 just signed a new two year agreement with MTN and they will be providing us with three to four buses for midday transportation in the fall.
2. Have they been a reliable and workable partner in the services they have provided, and how would you characterize that service. The one driver we have this year is very reliable and flexible. He truly is the best driver we have. He transports multiple students in wheelchairs on a daily basis and the students and staff really like working with him. The dispatchers are responsive and they communicate well with the driver. However, there have been times when we are not able to get dispatch to answer their phones. It has been better the last few months because they have hired more people to be in the office.
3. When they started with your district, was their startup well operated and managed? The owner Tashitaa is very responsive with any concerns I have and he has addressed any issues I have brought to his attention. The past manager that works with 287 two years ago was not very responsive. However, the current general manager that is in charge of MTN named Steve Carter is very responsive and takes action immediately.
4. Do you have any other thoughts you would share regarding their ability to operate a full district of 100 + buses. I think Steve Carter would be a good person to operate and be able to manage 100 buses for your district. He is a very "take action" person. However, 287 only uses a few buses from MTN. I don't have experience with MTN on a large scale.
5. Any other comments?

Amy Tiedens

Transportation Manager

work 763-550-7132

cell 763-232-6387

<mailto:astiedens@district287.org>

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS

Train The Trainer (TTT) July 20-23rd, 2020, The Midwest's Premier Pupil Transportation Training.
WWW.MNAPT.ORG

On Thu, May 7, 2020 at 11:14 AM <jan@vanderwallconsulting.com> wrote:

Good morning,

I am working with Stillwater on their transportation contract for the coming year. They have gone out for quotes and have received a quote from MTN among others. They listed you as references, and if you would be so kind as to answer the questions below, I would appreciate your help as we evaluate our options.

1. What services is MTN presently providing your district and at what scale.
2. Have they been a reliable and workable partner in the services they have provided, and how would you characterize that service.
3. When they started with your district, was their startup well operated and managed?
4. Do you have any other thoughts you would share regarding their ability to operate a full district of 100 + buses.
5. Any other comments?

Thank you

Jan Vanderwall

651-484-6355

Attention: This message may contain private or confidential data and is intended only for the person(s) named. If you are not the intended recipient, then disclosing, copying, or distributing the contents of this message is strictly prohibited. If you received this message in error, please notify the sender and delete the message.

From: Chris Coderre <chris.coderre@moundsviewschools.org>
Sent: Thursday, May 07, 2020 12:06 PM
To: jan@vanderwallconsulting.com
Subject: Re: Reference check in

Jan,

Good morning, glad to see you're doing well!

Regarding MTN . . .

1. Currently, MTN is doing 10 Kindergarten ONLY routes for us. Each of these 10 routes has two tiers a.m. & p.m. Three of those routes have AIDES.
2. This year their service was more reliable - last year there were a couple of days where a route was not covered due to lack of a driver. American Student Transportation was able to cover for them in these instances. Very happy to have more than one contractor when that happened. Saved the day! We also pushed for and received a different dispatcher this year, which has made a world of difference. This dispatcher has been designated to cover Mounds View routes.
3. With coordination and monthly meetings, startups have been well operated and managed. Designating equipment (with appropriate decals/numbers), drivers, route copies, etc. Coordination has been good.
4. Would be concerned with that many routes given the driver shortage there's been . . . but given the circumstances that could change drastically. Also, MTN has had several personnel changes - managers, accounting, supervisors - it makes me question how stable they are. Seems to be a lot of turnaround amongst management.
5. Have always liked Tashitaa, I do believe in his sincerity and belief to satisfy his customers. Customer service has always been good!

Hope this helps!

Christine Coderre
Transportation Manager
Mounds View Public Schools
4570 Victoria Street North
Shoreview, MN 55126-5800
chris.coderre@moundsviewschools.org
(651) 621-6027/phone
(651) 621-6026/fax

On Thu, May 7, 2020 at 11:14 AM <jan@vanderwallconsulting.com> wrote:

Good morning,

I am working with Stillwater on their transportation contract for the coming year. They have gone out for quotes and have received a quote from MTN among others. They listed you as references, and if you would be so kind as to answer the questions below, I would appreciate your help as we evaluate our options.

1. What services is MTN presently providing your district and at what scale.
2. Have they been a reliable and workable partner in the services they have provided, and how would you characterize that service.
3. When they started with your district, was their startup well operated and managed?
4. Do you have any other thoughts you would share regarding their ability to operate a full district of 100 + buses.
5. Any other comments?

Thank you

Jan Vanderwall

651-484-6355



December 19, 2019

To Whom It May Concern:

My name is Tom Klein. I am the President and Owner of Hoglund Bus Company in Monticello, MN. I am writing this letter on behalf of Metropolitan Transportation Network Inc. Hoglund Bus and MTN have enjoyed a fifteen-year relationship that has been mutually beneficial and we look forward to every opportunity that we can have working together in the future. Having said that, this letter is meant to affirm the commitment that, as of today, we are capable to provide the needed request of 80 type A buses and 40 standard buses by June 15, 2020. I am happy to assist my friends at MTN in any way possible. If you have further questions of me, please don't hesitate to call me directly at 612-747-7350.

Thank you,

Tom Klein

President/Owner

Hoglund Bus Company

116 East Oakwood Drive

Monticello, MN 55362

Stillwater Area Public Schools

2020 - 2021

Contractor:

Minnesota Coaches, Inc. & Affiliates

Date:

5/5/20

Facility: There is a question as to whether the existing bus terminal will be available for use in the coming school year. The District is interested to know if your company would be able to find and operate its own terminal to provide service to the district. If this is the case, please provide a brief description of your facility plans and the effect if any that this would have on the contract costs with the District.

Company will contract without using District terminal facilities with plan indicated below (or attached):

We have Auxiliary Terminal Sites available as
Submitted on 12/20/19 at 2321 Liebel Street in White Bear/
Nuga for Northern area of Stillwater District and 12044 120th St. So. for

Company is NOT able to contract without using the District terminal at this time:

X

Southern Area of
Stillwater District.

Please also provide a startup plan and timeline for implementing your transportation service with the Stillwater School District, including

- Procurement and assignment of equipment.
- Staffing and driver training.
- Maintenance staffing.
- Management of the contract.

This may be submitted as an addendum to this document.

Non incumbents please also provide references who are current or former customers that could be contacted in reference to your company's performance.

Comments: We would not be interested in a one year contract for the entire contract. We would offer up to 30 Special Ed or Regular Routes operating out of our own current facilities. We believe it would be best for Stillwater ISD 834 to Award a one year Contract now &

FIRM

Minnesota Coaches, Inc. & affiliates

ADDRESS

101 E. 10th Street Hastings, MN 55033

BY

Patrick O. Regan

TITLE

President

TELEPHONE

612 758-2786

EMAIL

poregan14@hotmail.com

SIGNATURE

Patrick O. Regan

DATE

5/5/20

Use us as an auxiliary provider, then offer another 4 year RFP starting in 2021-22. The 5 months that have passed since 12/20/19 have rendered this RFP process unrealistic for 2020-21.

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

Contractor: Minnesota Caches, Inc. & Affiliates Date: 5/5/20

AM-PM Regular Education Routes

Approximate
Route Times
4 or 5 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
4 Hour	\$ <u>355⁰⁰</u> Per Day	\$ <u>366⁰⁰</u> Per Day	\$ <u>377⁰⁰</u> Per Day	\$ <u>388⁰⁰</u> Per Day
Additional Charge Over 4 Hours	\$ <u>15⁰⁰</u> Per Quarter (1/4) HR	\$ <u>15⁰⁰</u> Per Quarter (1/4) HR	\$ <u>16⁰⁰</u> Per Quarter (1/4) HR	\$ <u>16⁵⁰</u> Per Quarter (1/4) HR
5 Hour	\$ <u>378⁰⁰</u> Per Day	\$ <u>410⁰⁰</u> Per Day	\$ <u>422⁰⁰</u> Per Day	\$ <u>435⁰⁰</u> Per Day
Additional Charge Over 5 Hours	\$ <u>15⁰⁰</u> Per Quarter (1/4) HR	\$ <u>15⁵⁰</u> Per Quarter (1/4) HR	\$ <u>16⁰⁰</u> Per Quarter (1/4) HR	\$ <u>16⁵⁰</u> Per Quarter (1/4) HR
% Cost if Only AM or PM Route	% <u>75%</u> of Full Route Cost	% <u>75%</u> of Full Route Cost	% <u>75%</u> of Full Route Cost	% <u>75%</u> of Full Route Cost

AM-PM Special Education and Type III Routes

Approximate
Route Times
4 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
4 Hour	\$ <u>336⁰⁰</u> Per Day	\$ <u>346⁰⁰</u> Per Day	\$ <u>356⁰⁰</u> Per Day	\$ <u>367⁰⁰</u> Per Day
Additional Charge Over 4 Hours	\$ <u>15⁰⁰</u> Per Quarter (1/4) HR	\$ <u>15⁵⁰</u> Per Quarter (1/4) HR	\$ <u>16⁰⁰</u> Per Quarter (1/4) HR	\$ <u>16⁵⁰</u> Per Quarter (1/4) HR
% Cost if Only AM or PM Route	% <u>75%</u> of Full Route Cost	% <u>75%</u> of Full Route Cost	% <u>75%</u> of Full Route Cost	% <u>75%</u> of Full Route Cost

Midday Routes

Approximate
Route Times
2 Hour
Minimum

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

	2020-2021	2021-2022	2022-2023	2023-2024
2 Hour - Bus	\$ <u>86⁰⁰</u> Per Day	\$ <u>92⁰⁰</u> Per Day	\$ <u>98⁰⁰</u> Per Day	\$ <u>104⁰⁰</u> Per Day
Additional Charge Over 4 Hours	\$ <u>15⁰⁰</u> Per Quarter (1/4) HR	\$ <u>15⁰⁰</u> Per Quarter (1/4) HR	\$ <u>16⁰⁰</u> Per Quarter (1/4) HR	\$ <u>16⁵⁰</u> Per Quarter (1/4) HR

Summer Transportation

2 Hour
Minimum

	2020-2021	2021-2022	2022-2023	2023-2024
2 Hour - Bus	\$ <u>224⁰⁰</u> Per Day	\$ <u>230⁰⁰</u> Per Day	\$ <u>237⁰⁰</u> Per Day	\$ <u>245⁰⁰</u> Per Day
Additional Charge Over 4 Hours	\$ <u>15⁰⁰</u> Per Quarter (1/4) HR	\$ <u>15⁰⁰</u> Per Quarter (1/4) HR	\$ <u>16⁰⁰</u> Per Quarter (1/4) HR	\$ <u>16⁵⁰</u> Per Quarter (1/4) HR
2 Hour - Type III	\$ <u>195⁰⁰</u> Per Day	\$ <u>201⁰⁰</u> Per Day	\$ <u>207⁰⁰</u> Per Day	\$ <u>213⁰⁰</u> Per Day
Additional Charge Over 4 Hours	\$ <u>15⁰⁰</u> Per Quarter (1/4) HR	\$ <u>15⁵⁰</u> Per Quarter (1/4) HR	\$ <u>16⁰⁰</u> Per Quarter (1/4) HR	\$ <u>16⁵⁰</u> Per Quarter (1/4) HR

Stillwater Area Public Schools

Written Quotation Form

2020-2021 year only

Contractor:

Minnesota Coaches, Inc. & Affiliates

Date:

5/5/20

No Bid

AM-PM Regular Education Routes

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

Approximate Route Times

4 or 5 Hour Minimum

2020-2021

4 Hour	\$	Per Day
Additional Charge Over 4 Hours	\$	Per Quarter (1/4) HR
5 Hour	\$	Per Day
Additional Charge Over 5 Hours	\$	Per Quarter (1/4) HR
% Cost if Only AM or PM Route	%	of Full Route Cost

AM-PM Special Education and Type III Routes

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

Approximate Route Times

4 Hour Minimum

2020-2021

4 Hour	\$	Per Day
Additional Charge Over 4 Hours	\$	Per Quarter (1/4) HR
% Cost if Only AM or PM Route	%	of Full Route Cost

Midday Routes

Approximate Route Times

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

2 Hour Minimum

2020-2021

2 Hour - Bus	\$	Per Day
Additional Charge Over 4 Hours	\$	Per Quarter (1/4) HR

Summer Transportation

2 Hour Minimum

2020-2021

2 Hour - Bus	\$	Per Day
Additional Charge Over 4 Hours	\$	Per Quarter (1/4) HR
2 Hour - Type III	\$	Per Day
Additional Charge Over 4 Hours	\$	Per Quarter (1/4) HR

Appendix 1b to Negotiation Documents

Stillwater Area Public Schools Written Quotation Form Supplemental Charges 2020-21 only

Contractor: Minnesota Caches, Inc. & Affiliates Date: 5/5/20

No Bid

Out of District Extra Curricular Trips

2 Hour Minimum 2020-2021

2 Hour - Bus	\$	Per Day
3 Hour - Bus	\$	Per Day
4 Hour - Bus	\$	Per Day
Additional charge Over 4 Hours	\$	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

2 Hour - Bus	\$	Per Day
Additional charge Over 2 Hours	\$	Per Quarter (1/4) HR

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

Other Costs

2020-21

Wheel Chair Lift	\$	Per Day
Bus Monitor	\$	Per Hour
Trailer	\$	Daily Charge
Overnight Charge Under 1 Hour	\$	Per Night
Cancellation Cost	\$	Per Trip

SUBMITTED BY

SIGNATURE

DATE

Patrick O. Regan
Patrick O. Regan
5/5/20

Appendix 1a to Negotiation Documents

Stillwater Area Public Schools

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

Contractor: Minnesota Coaches, Inc.
+ Affiliates

Date: 5/5/20

2 Hour
Minimum

Out of District Extra Curricular Trips

	2020-2021	2021-2022	2022-2023	2023-2024
2 Hour - Bus	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
3 Hour - Bus	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
4 Hour - Bus	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
Additional charge Over 4 Hours	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ 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	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
Additional charge Over 2 Hours	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR

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

Other Costs

	2020-2021	2021-2022	2022-2023	2023-2024
Wheel Chair Lift	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
Bus Monitor	\$ Per Hour	\$ Per Hour	\$ Per Hour	\$ Per Hour
Trailer	\$ Daily Charge	\$ Daily Charge	\$ Daily Charge	\$ Daily Charge
Overnight Charge Under 1 Hour	\$ Per Night	\$ Per Night	\$ Per Night	\$ Per Night
Cancellation Cost	\$ Per Trip	\$ Per Trip	\$ Per Trip	\$ Per Trip

SUBMITTED BY

SIGNATURE

DATE

Patrick O. Regan
Patrick O. Regan
5/5/20

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

Contractor: Minnesota Coaches Inc. & Affiliates

Date: 12/20/2019

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

11530 Hudson Blvd N., Lake Elmo, MN. 55042

2321 Leibel St., Hugo, MN.

12044 120th St. South, Denmark Township/Hastings, MN. 55033

Exceptions to Written Quotation

- We offer an additional 2 hour minimum a.m. & p.m. rate on Type III vehicles @ \$195.00 terminal to terminal.
- Bus monitor pricing is a 2 hour minimum a.m. & 2 hour minimum p.m. based on paid on duty time.

Comments:

Insurance limit of \$1mil for sexual abuse and molestation.

Reduce quotation comparison summary by \$251,464 with (34) 4 hour Reg Ed routes @ \$355.00

FIRM

Minnesota Coaches, Inc. & Affiliates

ADDRESS

101 E. 31st St. Suite 300

Hastings, Minnesota 55033

BY

Patrick O. Regan

TITLE

President

TELEPHONE

(651) 438-3777

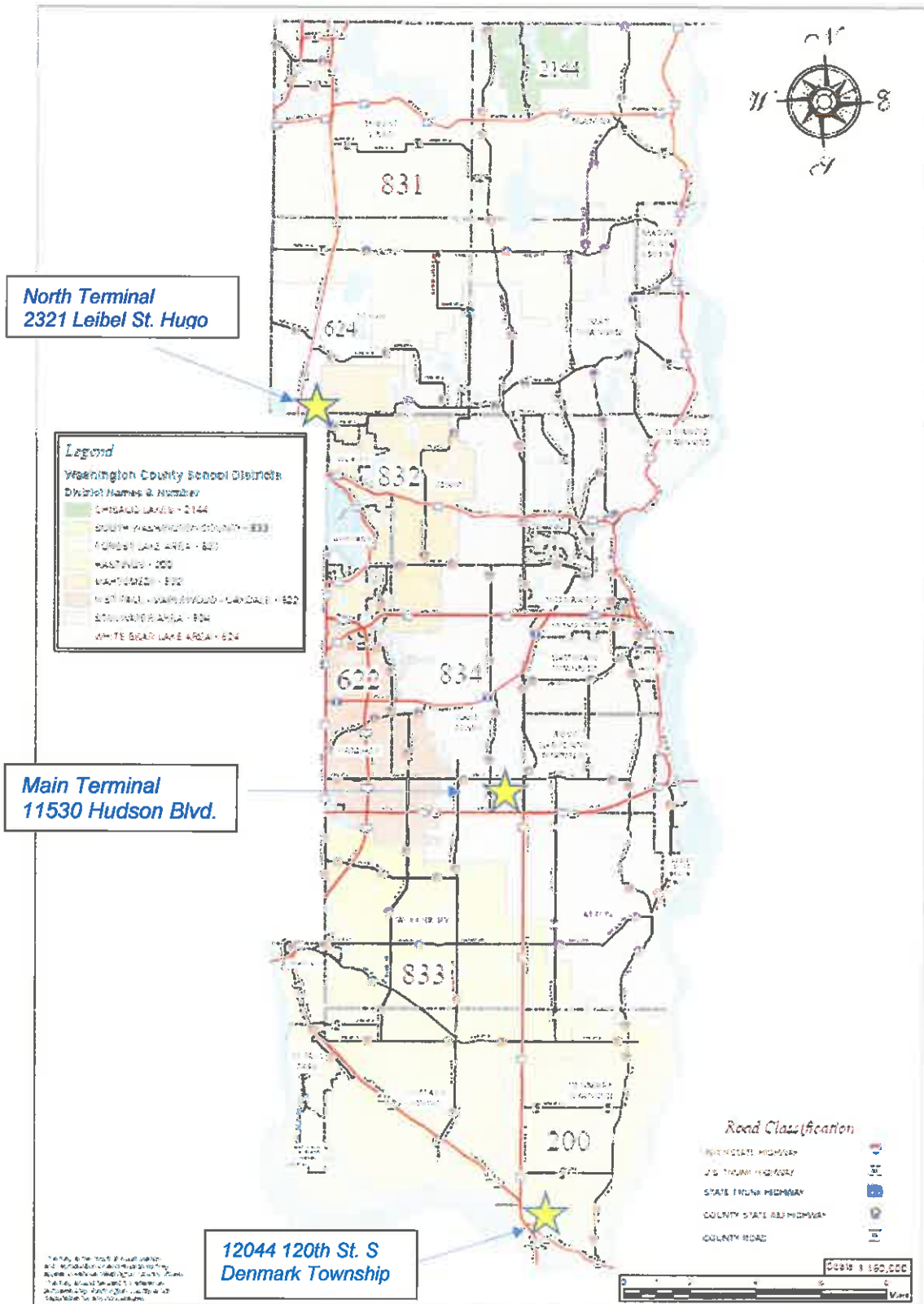
SIGNATURE

Patrick O. Regan

DATE

December 20, 2019

Bus Terminal Locations



From: Patrick O. Regan <poregan14@hotmail.com>
Sent: Tuesday, May 05, 2020 8:25 PM
To: jan@vanderwallconsulting.com
Cc: Troy Nelson; Patrick O. Regan
Subject: Re: Mistake

Jan:
Per your voicemail message this afternoon:
This email will clarify that we will honor our Type III Rate as proposed in our 12/20/19 Proposal where we offered a two hour minimum rate of \$195.00. In years 2,3, and 4 we would increase that rate by \$6.00 each subsequent year. Our 2020-21 quarter hourly rate would be at \$15.00 per additional quarter hour. We would increase that 50 cents in each of the subsequent years 2,3, and 4.
All other prices for Bus Aides and such would be as we quoted in our 12/20/19 Proposal.
Thank you for your consideration.

Pat Regan

From: Patrick O. Regan <poregan14@hotmail.com>
Sent: Tuesday, May 5, 2020 8:10 PM
To: jan@vanderwallconsulting.com <jan@vanderwallconsulting.com>
Cc: Patrick O. Regan <poregan14@hotmail.com>; Troy Nelson <tnelson@minnesotacoaches.com>
Subject: Re: Mistake

Jan:
We offered a Type III 2 hour minimum rate on the last page of our 12/20/19 Proposal. We will honor that rate for this 5/4/20 Proposal. For 2020-21 it is \$199.00 terminal to terminal with an additional \$15.00 per quarter hour. We would raise the \$199.00 by \$6.00 per day in each successive year for years 2, 3 and 4. The quarter hour rate would go up by 50 cents each year in years 2,3, and 4.
All other prices for Bus Aides and such would be the same as in our 12/20/19 Proposal.
Thanks for your further consideration. We are happy to discuss any other clarifications as need.

Pat Regan

From: jan@vanderwallconsulting.com <jan@vanderwallconsulting.com>
Sent: Tuesday, May 5, 2020 4:59 PM
To: 'Patrick O. Regan' <poregan14@hotmail.com>
Subject: RE: Mistake

You had a rate in the summer school rates for a Type III. I could use that, it is comparable to other submissions

Jan

Stillwater Area Public Schools
Transportation Quotation 2020-21 through 2023-24

April 28, 2020

Requested response: May 5, 2020 by 1:00 PM

The Stillwater Area School Board at its meeting on April 23rd instructed Administration to go out to three vendors and offer them the chance to adjust their quotations received on December 20, 2019. This document contains the format which the District would like to receive your revised quotes if you so wish to do that. In the interest of transparency, the original quotes from the current three (3) vendors are enclosed, as is the Tabulation format that will be used to evaluate the revised quotes.

The Board asked that the requested adjustments be formatted so that the vendors would be able to provide alternatives based on the duration of the contract, and on the availability of a terminal provided by the district.

The Board has also requested that each vendor submit a plan for how they would prepare to operate the transportation service for the district. This will help the District ensure that the vendor chosen will be ready to transport our students safely on the first day of school and thereafter. Please review the more complete request after the pricing pages.

As you may be aware, there is a question on whether the current terminal on Hudson Road will be available for bus use, and the District is interested in your ability to provide the terminal facility if it is not available. The District is also exploring other terminal options.

The Board is aware of the very tight timelines under which this request is made, and asks that you provide a response as soon as possible, but no later than Tuesday, May 5, 2020 by 1:pm. The Board expressed a strong willingness to act quickly, even calling a special board meeting, to act on the contract once the amended proposals are received.

In addition to this information, the District is interested in any further comments or questions you may wish to submit.

Thank you for your interest and patience as this process has unfolded.

Please submit any questions in writing as we will share all questions and answers with all vendors.

Questions? Contact Jan Vanderwall

jan@vanderwallconsulting.com

651-484-6355

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

Contractor:

Date:

AM-PM Regular Education Routes

Approximate
Route Times
4 or 5 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
4 Hour	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
Additional Charge Over 4 Hours	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR
5 Hour	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
Additional Charge Over 5 Hours	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR
% Cost if Only AM or PM Route	% of Full Route Cost	% of Full Route Cost	% of Full Route Cost	% of Full Route Cost

AM-PM Special Education and Type III Routes

Approximate
Route Times
4 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
4 Hour rate	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
Additional Charge Over 4 Hours	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR
% Cost if Only AM or PM Route	% of Full Route Cost	% of Full Route Cost	% of Full Route Cost	% of Full Route Cost
Type III 2 hours	\$ cost for 2 hours	\$ cost for 2 hours	\$ cost for 2 hours	\$ cost for 2 hours
Type III over 2 hrs	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR

Midday Routes

Approximate
Route Times
2 Hour
Minimum

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

	2020-2021	2021-2022	2022-2023	2023-2024
2 Hour - Bus	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
Additional Charge Over 4 Hours	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR

Summer Transportation

2 Hour
Minimum

	2020-2021	2021-2022	2022-2023	2023-2024
2 Hour - Bus	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
Additional Charge Over 4 Hours	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR
2 Hour - Type III	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
Additional Charge Over 4 Hours	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR

**Stillwater Area Public Schools
Written Quotation Form
2020-2021 year only**

Contractor: _____

Date: _____

AM-PM Regular Education Routes

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

Approximate Route Times

4 or 5 Hour Minimum

2020-2021

4 Hour	\$ Per Day
Additional Charge Over 4 Hours	\$ Per Quarter (1/4) HR
5 Hour	\$ Per Day
Additional Charge Over 5 Hours	\$ Per Quarter (1/4) HR
% Cost if Only AM or PM Route	% of Full Route Cost

AM-PM Special Education and Type III Routes

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

Approximate Route Times

4 Hour Minimum

2020-2021

4 Hour rate	\$ Per Day
Additional Charge Over 4 Hours	\$ Per Quarter (1/4) HR
% Cost if Only AM or PM Route	% of Full Route Cost
Type III 2 hours	\$ cost for 2 hours
Type III over 2 hrs	\$ Per Quarter (1/4) HR

Midday Routes

Approximate Route Times

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

2 Hour Minimum

2020-2021

2 Hour - Bus	\$ Per Day
Additional Charge Over 4 Hours	\$ Per Quarter (1/4) HR

Summer Transportation

2 Hour Minimum

2020-2021

2 Hour - Bus	\$ Per Day
Additional Charge Over 4 Hours	\$ Per Quarter (1/4) HR
2 Hour - Type III	\$ Per Day
Additional Charge Over 4 Hours	\$ Per Quarter (1/4) HR

Stillwater Area Public Schools Written Tabulation Form 2020 – 2021

Contractor: _____

Date: _____

For written quotation comparison, we will use the following formulas.

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

2020 – 2021	
77 Regular Education Routes @ 5 Hour Rate: 77 X \$ _____ X 172 Days	\$
27 Additional Quarter Hours @ Additional Rate: 27 X \$ _____ X 172 Days	\$
31 Special Education Routes @ 4 Hour Rate: 31 X \$ _____ X 172 Days	\$
40 Additional Quarter Hours @ Additional Rate: 40 X \$ _____ X 172 Days	\$
21 Midday Routes @ 2 Hour Rate: \$ _____ X 172 Days	\$
48 Additional Quarter Hours @ Additional Rate: 48 X \$ _____ X 172 Days	\$
10 Type III routes - @ 2 hours rate: 10X \$ _____ X 172 Days	\$
20 Additional Quarter Hours @ Additional Rate: 20 X _____ X 172 Days	\$
10 Wheelchair Lifts @ Additional Rate: 10 X \$ _____ X 172 Days	\$
248 Bus Monitor hours @ Hourly Rate: 248 X \$ _____ X 172 Days	\$
32 Summer Transportation* 2-hour Rate: 32 X \$ _____ X 12 days	\$
310 Additional Quarter Hours @ Additional Rate: 32 X \$ _____ X 12 days	\$
879 Out of Dist Field Trips@ 5 hr.** Rate: 879 X \$ _____	\$
769 In Dist Field Trips @ 3 hr,*** Rate: 769 X \$ _____	\$
2020– 2021 Total	\$

* 2015 hours

** 4 hour rate + 4 ¼ hour additional

*** 2 hour rate + 4 ¼ hour additional

Transportation Services for 2020 – 2021 Total	\$
--	-----------

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

Stillwater Area Public Schools 2020 – 2021

Contractor: _____

Date: _____

Facility: There is a question as to whether the existing bus terminal will be available for use in the coming school year. The District is interested to know if your company would be able to find and operate its own terminal to provide service to the district. If this is the case, please provide a brief description of your facility plans and the effect if any that this would have on the contract costs with the District.

Company will contract without using District terminal facilities with plan indicated below (or attached):

Company is NOT able to contract without using the District terminal at this time:

Please also provide a startup plan and timeline for implementing your transportation service with the Stillwater School District, including

- Procurement and assignment of equipment.
- Staffing and driver training.
- Maintenance staffing.
- Management of the contract.

This may be submitted as an addendum to this document.

Non incumbents please also provide references who are current or former customers that could be contacted in reference to your company's performance.

Comments: _____

FIRM _____

ADDRESS _____

BY _____

TITLE _____

TELEPHONE _____ EMAIL _____

SIGNATURE _____

DATE _____

Appendix 1a to Negotiation Documents

Stillwater Area Public Schools

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

Contractor: _____

Date: _____

Out of District Extra Curricular Trips

2 Hour Minimum	2020-2021	2021-2022	2022-2023	2023-2024
2 Hour - Bus	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
3 Hour - Bus	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
4 Hour - Bus	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
Additional charge Over 4 Hours	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ 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	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
Additional charge Over 2 Hours	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR	\$ Per Quarter (1/4) HR

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

Other Costs

	2020-2021	2021-2022	2022-2023	2023-2024
Wheel Chair Lift	\$ Per Day	\$ Per Day	\$ Per Day	\$ Per Day
Bus Monitor	\$ Per Hour	\$ Per Hour	\$ Per Hour	\$ Per Hour
Trailer	\$ Daily Charge	\$ Daily Charge	\$ Daily Charge	\$ Daily Charge
Overnight Charge	\$ Per Night	\$ Per Night	\$ Per Night	\$ Per Night
Under 1 Hour Cancellation Cost	\$ Per Trip	\$ Per Trip	\$ Per Trip	\$ Per Trip

SUBMITTED BY _____

SIGNATURE _____

DATE _____.

Appendix 1b to Negotiation Documents

Stillwater Area Public Schools Written Quotation Form Supplemental Charges 2020-21 only

Contractor: _____

Date: _____

Out of District Extra Curricular Trips

2 Hour 2020-2021

Minimum

2 Hour - Bus	\$ Per Day
3 Hour - Bus	\$ Per Day
4 Hour - Bus	\$ Per Day
Additional charge Over 4 Hours	\$ 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

2 Hour - Bus	\$ Per Day
Additional charge Over 2 Hours	\$ Per Quarter (1/4) HR

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

Other Costs

2020-21

Wheel Chair Lift	\$ Per Day
Bus Monitor	\$ Per Hour
Trailer	\$ Daily Charge
Overnight Charge	\$ Per Night
Under 1 Hour Cancellation Cost	\$ Per Trip

Stillwater Quote Questions – April 2020

- Will the rates turned in on Tuesday, May 5, 2020 at 1:00 PM be the final accepted price rates? Or is the expectation being another round of negotiations?
- Please adjust pricing form to separate Type III routes from Spec Ed routes. Please add in a price for Type III routes at 2-hour (to account for current practice). Please also adjust this on the form that calculates the annual total. Please send revised pricing in editable Word document.
- Please advise on how all non-cost proposal factors will be weighted in the decision of selecting a vendor that best meets the needs of the District. Will the recommendation be based on lowest quote who meets the minimum requirements, or will it be based on the best overall proposal? If it's best overall, please provide the evaluation scoring system and/or the weighting of criteria.
- Will District provide to all vendors quotes received on May 5th?
- The original specifications required a minimum of 10% spares. And the Question answers indicated 12 prime time trips. Is it correct to assume 10% spares (on 118 daily buses) plus 12 trip buses which equals 142 total dedicated buses required? Are all vendors required to certify their quote at similar spare and trip bus ratios, 24?
- Currently and from our experience operating the contract the past 12 years, MN Central School Bus provides the service with twelve (12) full time office and maintenance personnel. The RFP only requires eight (8) full time personnel in order to meet expectations and requirements of the school district. We urge the District to consider changing this requirement on this round of negotiations. If no change to the requirement, will this additional cost be factored in the evaluation of proposals when preparing the recommendation to the BOE?
- Assuming our submittal is based on the lease rate and facility information provided with the RFP, how should vendors adjust pricing for Contractor-provided facility or alternative District facility? Should an annual cost or credit be stated on pricing sheet? Should bidders list out added costs if we are required to operate multiple district facilities (operating costs such as staffing, utilities, facility repairs and maintenance)?
- Please advise on an estimate regarding how the bell time changes from February will impact the route times and miles. Our understanding is the Board adjusted the bell times at the February 6 Board meeting. How do you anticipate this will impact/change costs for vendors?
- Will you please consider moving the due date to after the decision of the Lake Elmo Administrators' meeting on May 5? It seems there will be more clarity for the bidders following the May 5 meeting.

Please adjust the quantity for the bid form based on our submitted February invoice for ease of comparison. In addition, MN Central was operating three type 3 routes, but the District requests that they be run on Type A vehicles.

Please see the attached pricing page which highlights the actual service levels based on February and last summer's service levels for summer school. In particular, please note the 310 quarter hours for summer school, and the Monitor hours.

Responses to Minnesota Central questions

1. It is the Administration's intention to have these be final rates with no further negotiation with all vendors. The School Board has the power to decide differently. It is a very tight timeline, and we have stressed the need to act quickly. Allowing further negotiations would take more time.
2. We have re inserted the Type III rates and usage back into the pricing and evaluation sheets.
3. We expect to look at all factors in the submissions by the vendors, and to use a scoring system. The scoring system will be made public after the process is completed. As we get to decision time there may be factors that jump up in importance and others that fall away, and we will need to be flexible on how it works.
4. We will share quote documents.
5. We are not making any adjustment to the original specification regarding performance numbers of buses. Vendors will all be subject to the same standards
6. See #5.
7. As stated in the negotiation document, there is uncertainty in terminal or terminal availability.
We asked the question in an open format for our vendors to have their choice on how to respond to the several scenarios which may occur.
8. The bell time change involved a 5-minute change in one school to put it into conformity with the other schools in that tier. This should have minimal effect, but there is a hope that buses will be able to operate more efficiently.
9. In consultation with Administration, the decision is to stay with the selected date, especially as it is imperative to get a contract agreed to with our vendors.
10. By adding back in the Type III to the calculation, we return to the originally developed cost analysis of the quotes. We have decided to stay with those totals, for the purpose of comparing quotes between vendors. Others may be further along in their calculations, and we would not want to put more on their plate.

Jan Vanderwall



Agenda Item VII. H.
Date Prepared: May 6, 2020
ISD 834 Board Meeting

Action Item: Staffing Strategy for New Hires
Meeting Date: May 14, 2020
Contact Person: Superintendent Pontrelli

Background:

Direction from a motion at the April 23, 2020 board meeting requested administration to put in place a hiring pause until May 15 excluding teaching staff and Special Education Paras and to work on a staffing strategy going forward. The Personnel Working Group along with a few members of administration met to clarify how to proceed with vacant positions.

Recommendation:

A motion and a second will be requested to approve a staffing strategy for moving forward.

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



Agenda Item VIII. A. B. C.
Date Prepared: May 1, 2020
ISD 834 Board Meeting

Agenda Item: School Board Reports
Meeting Date: May 14, 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, communication 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. A.
Date Prepared: May 8, 2020
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: May 14, 2020
Contact Person: School Board Chair

Background:

The meeting must be adjourned formally.
