



**Independent School District 834
Video Conference
School Board Business Meeting Agenda – April 23, 2020 6:00 p.m.**

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Introduction – Student Report**
- V. **Open Forum**
- 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
- VII. **Reports**
 - A. Distance Learning/COVID-19 Update – Superintendent Pontrelli
 - B. Second Reading Policy 406 – Public and Private Personnel Data – Director Burns
 - C. CliftonLarsonAllen LLP Auditor Engagement Letter – Dr. John Thein
 - D. Web Redesign Contract – Ms. Carissa Keister, Mr. John Perry
- VIII. **Action Items**
 - A. Stillwater Middle School Partial Roof Replacement and Stillwater Area High School Wall Panel Installation – Dr. John Thein
 - B. District Wide Building Renovation – Dr. John Thein
 - C. Stillwater Area High School Tuck Pointing – Dr. John Thein
 - D. Oak-Land Middle School Tile Replacement – Dr. John Thein
 - E. Transportation Contract and Lease Agreement – Dr. John Thein and Mr. Jan VanderWall
 - F. Proposed Approach for all New Hires – Chair Stivland
- IX. **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
- X. **Adjournment**
 - A. Adjourn

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



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

Agenda Item: Call to Order
Meeting Date: April 23, 2020

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



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

Agenda Item: Roll Call
Meeting Date: April 23, 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: April 13, 2020
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: April 23, 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: April 13, 2020
ISD 834 Board Meeting

Agenda Item: Introductory Items
Meeting Date: April 23, 2020
Student Report

Background:

Each meeting the Student Board Members 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 academics, activities, arts and athletics. 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 V.
Date Prepared: April 13, 2020
ISD 834 Board Meeting

Agenda Item: Open Forum
Meeting Date: April 23, 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 VI. A.B.C.D.E.F.
Date Prepared: April 17, 2020
ISD 834 Board Meeting

Agenda Item: Consent Agenda
Meeting Date: April 23, 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 9, 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 9, 2020
Contact Person: Mike Ptacek, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.
- C. Disbursement Register April 11 – April 24, 2020
Contact Person: John Thein, Interim Executive Director of Finance and Operations
A copy of the register has been distributed to board members.
- D. Accepts Gifts and Donations – March 2020
Contact Person: John Thein, Interim Executive Director of Finance and Operations
A copy of the register has been distributed to board members.
- E. Human Resources Personnel Report
Contact Person: Cathy Moen, Executive Director of Administrative Services
A summary of personnel transactions for the month is included for your review.
- F. Northeast Metro District 916 FY21 Special Education Services Itinerant Agreement
Contact Person: Paul Lee, Director, Student Support Services
A copy of the agreement is included for your review.
-

Recommendation:

BE IT RESOLVED by the School Board of Independent School District 834 – Stillwater Area Public Schools that Consent Agenda Items A through F 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 9, 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: Absent: Elise Riniker and Khuluc Yang

III. **Approval of the Agenda**

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

IV. **Open Forum**

- Melanie Zahler – 630 Main St N – Disrespectful behavior
- Denise Stephens – Lake Elmo – Community feedback on recent decisions
- Sandi Hayner – Stillwater – Taxpayers and voters

V. **Consent Agenda**

- A. Minutes of March 19, 2020 Regular Meeting
- B. Minutes of the March 19, 2020 Closed Meeting
- C. Disbursement Register March 21 – April 10, 2020
- D. Human Resources Report
- E. Lily Lake Elementary Fire Alarm Replacement
- F. Andersen Elementary Rooftop and Make-up Unit Replacement
- G. Expenditure Form – Hiring of Interim Executive Director of Finance and Operations

Motion by: Member Ptacek to approve the agenda items A, B, C, E, F; Second by: Member Weisberg; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

Motion by: Member Burns to approve agenda items D and G; Second by: Member Ptacek; Vote: 6 ayes, 0 nays, 1 abstain (Pelletier), Motion Carried.

VI. **Reports**

A. COVID-19 Response and Updates

Superintendent Pontrelli shared an update on the work happening within the district. We are providing professional development for instructional staff to help create lessons and provide resources. We have developed a variety of resources to help parents navigate their new role with training videos, online presentations and sample distance learning schedules. A comprehensive distance learning web page was provided for families. Our student advocates and school counselors have put together resources to help students and families deal with the stress and challenges of COVID-19. We have supplied more than 500 chrome books to students and 150 families are awaiting delivery of cellular hotspots coming in the next few days. There are many community organizations that are helping

the district with a variety of needs. We continue to serve meals to our students with 2100 bags of food handed out this past Monday, each containing five days' worth of meals. Child care was expanded to workers in Tier 2, which includes grocery store workers and others helping to maintain the services deemed essential by the governor. We are serving between 30 and 40 kids at our child care sites each day going from four down to three sites.

B. 2020 Roof Replacement at Stillwater Middle School and Stillwater Area High School

Mr. Thein presented that the middle school will replace the roof section over the southeast corner classrooms on the east wing of the building. This roof section was last replaced in 1989 and has reached life expectancy. The high school will install metal panels on the upper east and north facing walls of the auditorium. The metal panels will eliminate the water intrusion in this area. Construction Costs for this project were estimated to be \$590,000 and are part of the approved fiscal year 2021 long-term facilities maintenance funding. Seven bids were included for review. The lowest responsible bidder combination was obtained by Diverse Construction Services, LLC for a bid total of \$321,397 at the middle school and Berwald Roofing Company Inc. for a bid total of \$86,300 at the high school.

At the April 23 meeting administration will request awarding a contract to the above two companies.

C. District Wide Building Renovation

Mr. Thein shared that the 2020 district wide renovations consist of projects at Afton-Lakeland Elementary, Lily Lake Elementary, Stillwater Middle School and Stonebridge Elementary. These projects are part of the fiscal year 2021 long-term facilities maintenance program. The project is currently budgeted at \$1,766,000. Bids will be opened on April 14, 2020. It is a good time to start the work on these schools with no students in the buildings. Request awarding a contract to the lowest responsible bidder at the April 23 meeting.

D. Stillwater Area High School Tuck Pointing

Mr. Thein indicated that the high school auditorium west exterior wall needs to be tuck pointed which is a process of removing and replacing the mortar between the bricks. The current mortar is no longer effective keeping water out of the wall cavity. The auditorium is scheduled to be closed this summer to accommodate this work. The budget for this project is \$150,000 and will be funded by the 2021 long-term facilities maintenance fund. Proposals for the project are due April 14 and administration will request awarding a contract to tuck point the west auditorium wall at the April 23, 2020 meeting.

E. Oak-Land Middle School Tile Replacement

Mr. Thein presented that the middle school pool wall tile is loose and in need of replacement. The pool is scheduled to be closed starting June 20 and will reopen prior to the start of the school year. Pools need to be kept up to date due to the high humidity. The budget for his project is \$85,000 and will be funded by the 2021 long-term facilities maintenance fund. Proposals for the project are due on April 14 and administration will request awarding a contract to replace the middle school wall tile at the April 23 meeting.

F. First Reading of Policy 406 – Public and Private Personnel Data

Director Burns presented Policy 406 for first reading. This policy does not currently have an analogous one and was taken primarily from the MSBA policy. The Policy Working Group has not made many changes. Parking space leasing was removed as it does not pertain to personnel. Any comments or questions related to the policy should be directed to the work group members. The Policy will come for second review at the April 23 meeting.

VII. Action Items

A. 2020 District Wide Pavement Rehabilitation

Mr. Thein indicated this was presented at the March 19 school board meeting requesting \$591,000 be awarded to Bituminous Roadways Inc. for the 2020 district wide pavement project involving the high school, Stillwater Middle School, and Rutherford Elementary. Four separate project descriptions were provided. Larson Engineering reviewed the bids. Administration is requesting a contract be awarded to Bituminous Roadways for the project.

*Motion by: Member Pearson to approve the 2020 District Wide Pavement Rehabilitation project; Second by: Member Burns;
Vote: 7 ayes, 0 nays, Motion Carried Unanimously.*

B. Health Insurance Renewals

Ms. Moen presented the districts renewal rates for medical and dental insurance plans indicating the District Insurance Committee has reviewed and recommends the programs and rate changes effective July 1, 2020.

Medical insurance renewal – An RFP process was completed as it is a requirement by the Health Insurance Transparency Act (HITA), which requests we go out for proposals every two years. The decision of the Insurance Review Committee is to continue with the current insurance carrier – Blue Cross and Blue Shield as they had the lowest renewal. The Review Committee kept in mind was that since we are in the middle of a pandemic, the committee did not want to add additional stress with having a change in providers and medications. The recommended rate increase is 8%.

Dental insurance RFP's were completed last year. The Insurance Review Committee recommended with the dental reserve we have, is to increase the premium by 3% to ensure we are sufficiently covering all our claims.

Vision insurance has a correction for this plan that was incorrectly reflected in the RFP information last year. The rate for this plan needs to be corrected to reflect \$11.82, rather an \$11.52 which was approved by the Board in April 2019.

Motion by: Member Riehle to approve Blue Cross and Blue Shield as the district's medical insurance carrier for the 2020-21 and 2021-22 plan years, increasing the dental rate by 3% and correction of the vision plan coverage rate; Second by: Member Pelletier; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

VIII. Board Reports

A. Board Chair Report – Attended the 916 board virtual meeting and they have chosen to end their education training program in the career and tech center. 916 administrative assistant, Linda Zahradka served for 49 years and is retiring.

B. Working Group Reports

1. Community Engagement – Director Weisberg – Both meetings canceled since we are unable to engage with the community. Liaisons will extend through the next semester.
2. Finance and Operations – Director Riehle – Bus Terminal – application to amend the CUP going to Lake Elmo Planning Commission on April 13, April 21 city council will hold public hearing and on May 5 will either revoke or approve the CUP. Meeting held last Friday with Jan VanderWall and John Thein to discuss transportation and terminal. Gathering questions from board members for administration to respond with a possible work session to follow.
3. Legislative – Director Ptacek – All SEE, MSBA and AMSD related meetings have been cancelled. Many newsletters coming from these organizations.
4. Policy – Director Burns – Met on March 31. Discussed Policy 406. Began to look at new policies 601, 603 and 616 with the topic of curriculum and system accountability. Next meeting April 14. Will review policies 503, 506 and 524 which were just adopted last year. If the work group does not find any changes, they will not come before the board. Ask the board and community to review the policies and if any questions or concerns to direct them to one of the work group members. Legal counsel has reviewed policy 520 student survey policy. This will come back for a final review and approval at the next meeting.

C. Board Member Reports

1. Director Pearson – Thank you to families and students for your hard work, understanding and efforts.

2. Director Burns – Recognize the teachers and staff/administration who have worked hard to make this go off as seamless as it has been. Important for the board to get feedback. Validate the communications that have come in to the board.
3. Director Ptacek – Parents and students seem very upbeat. Recognize how hard it is to miss graduation, prom, and other activities.
4. Director Pelletier – Recognize Assistant Superintendent Dr. McDowell for his tremendous amount of work he has put into this district. He has accepted the Superintendent position in Hastings, MN. Addressed the letter that was brought to the board by some staff/community.
5. Director Riehle – Positive experience with distance learning. Special thank you to John Perry.
6. Director Weisberg – This new way of learning may change the way we educate our students.

XIII. Adjournment

Motion by Member Riehle to move to go into closed session pursuant to Minn. Stat. § 13D.05, Subd. 3(b), due to the need for confidential communication with the District's legal counsel related to correspondence from an employee's attorney setting forth alleged legal claims, requested action and threatened litigation. Motion seconded by: Member Weisberg; 7 ayes; 0 nays. The meeting adjourned at 8:03 pm to closed session.

Respectfully submitted, Mike Ptacek, Clerk



Independent School District 834

Video Conference

School Board Closed Meeting Minutes

April 9, 2020

I. The meeting was called to order at 8:15 p.m. in accordance with Minnesota Statutes Section 13D.05, subdivision 3(b) due to the need for confidential communication with the District's legal counsel related to correspondence from an employee's attorney setting forth alleged legal claims, requested action and threatened litigation.

II. Roll Call

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

Others present: Maggie Wallner

III. The Board adjourned from closed session at 10:30 p.m.

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

Respectfully submitted by Mike Ptacek, clerk.

PERSONNEL CHANGES:

BOARD MEETING 04/23/2020

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

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Howe, Tom	Resignation	Boys LaCrosse Coach Stillwater Area High School	Co-Curricular	April 3, 2020
Kirkwold, Margaret	Resignation	1.0 FTE Elementary Education Teacher Lake Elmo Elementary	SCEA	June 2, 2020
VanTassel, Susan	Rescind Retirement	1.0 FTE Elementary Education Teacher Lake Elmo Elementary	SCEA	June 2, 2020

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Anderson, Samuel (rehire)	1.0 FTE PE Teacher Oak-Land Middle School	\$43,728	2020-2021 Staffing	SCEA	August 18, 2020
Caballero, Jason (rehire)	1.0 FTE Social Studies Teacher Stillwater Area High School	\$43,728	2020-2021 Staffing	SCEA	August 18, 2020
Costa, Nick (rehire)	.60 FTE Intervention Teacher Afton-Lakeland & Andersen Elementary	\$43,728	2020-2021 Staffing	SCEA	August 18, 2020
Hassani, Robyn (rehire)	1.0 FTE Elementary Education Teacher Andersen Elementary	\$73,286	2020-2021 Staffing	SCEA	August 18, 2020
Perron Pantano, Katherine	1.0 FTE Grade 3 Immersion Teacher Lake Elmo Elementary	\$73,286	2020-2021 Staffing	SCEA	August 18, 2020
Sandquist, Sarah (rehire)	1.0 FTE English Teacher Stillwater Area High School	\$43,728	2020-2021 Staffing	SCEA	August 18, 2020
Velasco Ranz, Maria	1.0 FTE Grade 3 Immersion Teacher Lake Elmo Elementary	\$79,372	2020-2021 Staffing	SCEA	August 18, 2020

LEAVES OF ABSENCE

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

Agreement To Provide Special Education and Related Staffing

This Agreement is made and entered into by and between the Northeast Metropolitan Intermediate School District No. 916 ("Northeast Metro 916") and Independent School District No. 834 ("School District") on this 1st day of July, 2020, for the purpose of Northeast Metro 916 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.

WHEREAS, Northeast Metro 916 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Northeast Metro 916; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Northeast Metro 916 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Northeast Metro 916 is willing and has the authority to enter into an Agreement to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND NORTHEAST METRO 916 AS FOLLOWS:

I. School District Obligations

1. The School District shall be solely responsible for ensuring that appropriate special education and/or related services are made available to its resident students.
2. The School District shall submit any requests for educational and related services for its students in writing in any format, including electronic. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
3. The School District shall be responsible to pay, on a timely basis, any and all invoices submitted by Northeast Metro 916 for the services it provides on behalf of the School District.
4. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this Agreement, such as MARSS reporting.
5. The School District shall provide supervision of Northeast Metro 916 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures,

although the Northeast Metro 916 employees shall remain employees only of Northeast Metro 916. The School District shall notify Northeast Metro 916 of any known non-compliance by Northeast Metro 916 employees with such School District procedures.

6. The number of days in this contract shall be determined by the Northeast Metro 916's employee's labor agreement subject to the School District's pro rata share of the FTE assignment.

II. Northeast Metro 916 Obligations

7. Northeast Metro 916 shall provide special education and/or related services as requested by the School District with appropriately licensed Northeast Metro 916 employees. Northeast Metro 916 shall be responsible for STAR reporting requirements relating to the staffing provided the School District.
8. The individuals assigned to provide special education and/or related services at the School District by Northeast Metro 916 shall be Northeast Metro 916 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Northeast Metro 916, according to applicable Northeast Metro 916 employment agreements, Northeast Metro 916 policies and procedures and any applicable state or federal laws or regulations.
9. Despite the preceding language, the parties expect that the School District shall provide site supervision of the Northeast Metro 916 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Northeast Metro 916 employees assigned to work at the School District shall abide by any and all School District procedures of which s/he is notified.
10. Northeast Metro 916 shall set staffing reimbursement rates for the special education and related services it provides at the School District and shall issue billing invoices quarterly, consistent with the Northeast Metro 916 billing cycle. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
11. This Agreement shall not be construed to give rise to any employment relationship between the School District and any Northeast Metro 916 employee assigned to work at the School District.

III. Transportation of Students

Student transportation shall be provided and paid for by the School District, as required by state and federal laws.

IV. Data Practices

Nothing in this Agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the parties in performing functions under this Agreement

is subject to the requirements of the MGDPA and FERPA and the parties must comply with those requirements.

V. Insurance and Liability

Nothing in this Agreement shall constitute a waiver of the rights, privileges and benefits to which either party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Northeast Metro 916 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Northeast Metro 916 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this Agreement, in an amount and of a nature consistent with each party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.

VI. Term and Cancellation

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

For Northeast Metro 916:

Director of Special Education Services
Northeast Metro 916
2540 East County Road F
White Bear Lake, MN
55110

For The School District:

Director of Student Support Services
Stillwater Independent School District No. 834
1875 Greeley St S
Stillwater, MN
55082

VII. Renewal

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

VIII. Assignment

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

X. Amendments

This Agreement may be amended during the term of this Agreement and may only be amended in writing by the mutual agreement of the parties.

XI. Entire Agreement

This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein.

IN WITNESS WHEREOF, Independent School District No. 834 and Northeast Metropolitan Intermediate School District No. 916 have executed this Agreement this _____ day of _____, 2020.

INDEPENDENT SCHOOL DISTRICT NO. 834

School Board Chairperson Date: _____

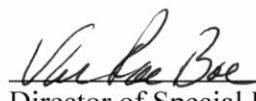


Director of Student Support Services Date: 4/8/20

NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916



School Board Chairperson Date: 2/3/2020



Director of Special Education Date: _____



Agenda Item: VII. A.
Date Prepared: April 13, 2020
ISD 834 Board Meeting

Agenda Item: Distance Learning/COVID-19 Update
Meeting Date: April 23, 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 VII. B.
Date Prepared: April 13, 2020
ISD 834 Board Meeting

Agenda Item: Policy for Second Reading
Meeting Date: April 23, 2020
Contact Person(s): Policy Working Group

Summary:

The Policy Working Group will be presenting Policy 406 – Public and Private Personnel Data for a second reading.

This policy is included for your review.

Recommendation:

This policy will come to the next meeting for action.

SCHOOL DISTRICT ADMINISTRATION

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Public and Private Personnel Data	406	Adopted:	<u>3 year</u>

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;

406-1

Deleted: [Note: The provisions of this policy accurately reflect the Minnesota Government Data Practices Act and are not discretionary in nature.]¶

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Deleted: III. - 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. - "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number. [WE DO NOT DO THIS, THUS RECOMMEND NOT INCLUDING]¶
- ¶ E. - "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.¶
- ¶ F. - "Finalist" means an individual who is selected to be interviewed by the school board for a position.¶
- ¶ G. - "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.¶
- ¶ H. - "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.¶

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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.

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D. An individual's checking account number is private when submitted to a government entity.

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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.

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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.

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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:

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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.

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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.

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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:

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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

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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.

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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.

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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.

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Q The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private.

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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.

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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.

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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

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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.

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~~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.

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~~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.

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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. "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and~~

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ending work hours, place of employment, location of parking space, and work telephone number.

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.

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E. “Finalist” means an individual who is selected to be interviewed by the school board for a position.

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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.

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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.

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VIII. RESPONSIBLE AUTHORITY

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

Deleted: [name and title, telephone]

Deleted: If you have any questions, contact [him/her].

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)

Deleted: IX. - EMPLOYEE AUTHORIZATION/RELEASE FORM¶

¶ An employee authorization form is included as an addendum to this policy.¶

Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)
45 C.F.R. Parts 160 and 164 (HIPAA Regulations)

Deleted: P.L. 104-191 (HIPAA)¶

Deleted: *Cross References:* - MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)¶
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)¶
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

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

Report for Information: CliftonLarsonAllen LLP

Meeting Date: April 23, 2020

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

Action Timeline: May 14, 2020

Summary:

Per Auditing Standards, CliftonLarsonAllen LLP has provided an engagement letter explaining the basic services they will perform in conjunction with our upcoming audit.

Recommendation:

This is a report for information. Action will be requested at the May 14, 2020 board business meeting.

April 1, 2020

The School Board and Management of
Independent School District No. 834
Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, MN 55082

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (CLA) will provide for Independent School District No. 834 (“you,” “your,” or “the entity”) for the year ended June 30, 2020.

Dennis Hoogeveen is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Independent School District No. 834, as of and for the year ended June 30, 2020, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity’s basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management’s discussion and analysis.
2. GASB-required supplementary pension and OPEB information reporting.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Individual fund statements and supporting schedules.
2. Schedule of expenditures of federal awards
3. Uniform Financial Accounting and Reporting Standards (UFARS) Compliance Table.

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors’ report will not provide an opinion or any assurance on that information:

1. Statistical data.
2. Transmittal letter.

Further, we have agreed that the document will include statistical information and a transmittal letter to facilitate the entity's application for the ASBO Certificate of Excellence in Financial Reporting. Our engagement does not assure the entity that the ASBO Certificate will be awarded.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.
- Preparation of adjusting journal entries, as applicable.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for School Districts*.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement"

for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings, if any, should be available for our review at the start of final fieldwork.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or bond offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We will work with you separately to establish and communicate the expected start date of the audit.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely matter to the Minnesota Department of Education, the Minnesota Office of the State Auditor, or its designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies and legislative staff.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Department of Education or the Minnesota Office of the State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such

affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for the audit services will be based on the actual time spent at our standard hourly rates, plus out-of-pocket costs (such as report reproduction and supplies, postage, travel, copies, faxes, telephone, courier, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The fees for audit services will be consistent with our proposal to you dated November 5, 2019. Such fees have been estimated based on the anticipated cooperation from your personnel and the timely and accurate completion of schedules and information we request from your personnel. The fee estimate includes an estimate for complying with the cost of implementing new GASB pronouncements and ongoing costs of complying with previously issued GASB statements. You will receive a listing of schedules and information necessary for the completion of the audit which should be completed and ready for our review at the start of audit fieldwork. If these schedules and requested items are not available or are not accurate at the agreed upon start date of audit fieldwork, the estimated fee for audit services will likely be higher. The fees were estimated based on the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Finance charges of one and one half percent (1.5%) per month will be added to any past due amounts. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

HIPAA Business Associate Agreement

To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder (HIPAA), Independent School District No. 834 and CLA shall enter into a HIPAA Business Associate Agreement (BAA) in the form attached hereto. If the attached HIPAA Business Associate Agreement is acceptable, please sign, date, and return it to us.

To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder (HIPAA), we acknowledge that Independent School District No. 834 and CLA have entered into a HIPAA Business Associate Agreement (BAA) as attached hereto dated April 1, 2020.

Consent

Consent to use financial information

Annually, we may assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by ET Section 301 of the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Independent School District No. 834's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement and the BAA.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return an electronic version of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Dennis Hoozeveen, CPA
Principal
612/397-3063
Dennis.hoozeveen@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of Independent School District No. 834.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____



Agenda Item: VII. D.
Date Prepared: April 17, 2020
ISD 834 Board Meeting

Report for Information: Web Redesign Contract

Meeting Date: April 23, 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 will be requesting approval of this contract at the May 14 board meeting. If approved, a new site is expected to be launched Winter 2020.

Recommendation:

This is a report for information. Action will be requested at the May 14, 2020 board business meeting.

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

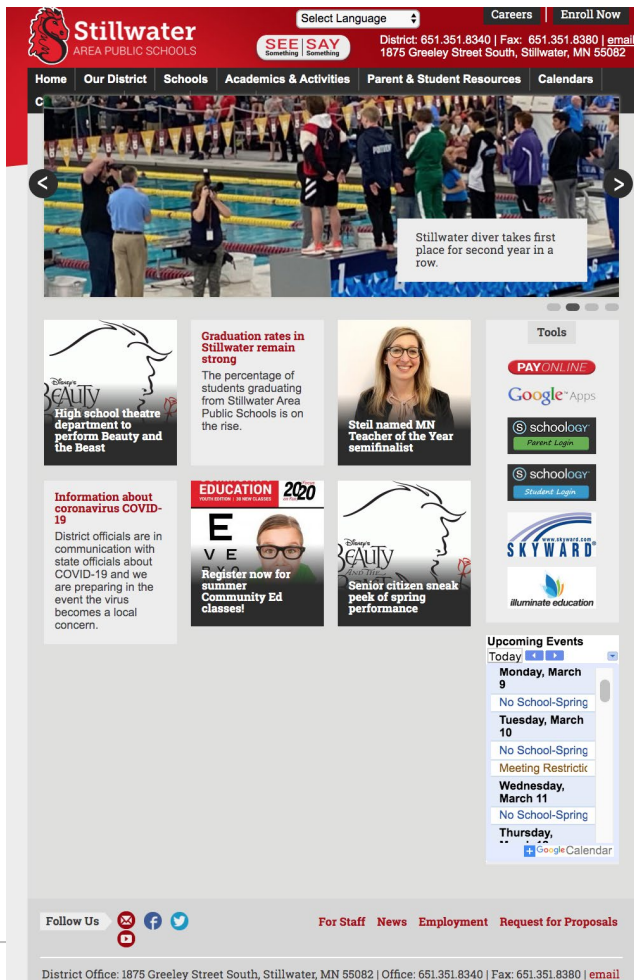
* The Executive Sponsor should be separate from the client contact and is typically the Head of School, Business Manager/CFO, etc.



Website Redesign

Finalsite Contract

Presented to School Board
April 23, 2020



Our Current Website (circa 2011)

User feedback on our current website:

- Hard to navigate/search
- Accessibility, functionality challenges
- Difficult to maintain and update
- Slow to load
- Outdated design
- Not mobile-friendly

NOTE: Current system no longer supported past 2021

Project Drivers

1. Focus on marketing and enrollment growth
2. Enhance user experience and ease of access for all users
3. Simplify maintenance and provide for easier updates
4. Enhance communication with current families, staff, community



Website Vendor Selection Process

Research Website Needs:

- User Experience Group meetings with staff, students and parents
- Feedback from staff (most frequent website users)
- 2018 Parent Communications Survey results
- Google Analytics/web user trends

Vendor Identification:

- Website Redesign Team (made up of technology/ communications/ building staff) interviewed 7 website vendors
- Invited top 3 vendors to submit RFQs

Website Budget Comparison

Current Website		New Website*	
Annual Website Costs <i>(based on four year average)</i>	\$23,284	Annual Website Costs	\$18,800*
		Design/StartUp Costs <i>NOTE: one-time expense included in 2019-2020 budget</i>	\$32,500

**4 year contract with Finalsité from July 2020-July 2023*

Target Launch Date: Winter 2020



Agenda Item: VIII. A.
Date Prepared: April 15, 2020
ISD 834 Board Meeting

Agenda Item: 2020 Roof Replacement

Meeting Date: April 23, 2020

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

Background: The Stillwater Area Public Schools – 2020 Roof Project is scheduled to take place at Stillwater Middle School and Stillwater Area High School.

Stillwater Middle School will replace the roof section over the southeast corner classrooms on of the east wing of the building. This roof section was last replaced in 1989 and has reached life expectancy. It will be replaced by the District's standard modified built up roofing system that includes a 30 year warranty on materials and labor.

The Stillwater Area High School will install metal panels on the upper east and north facing walls of the Auditorium. The current exterior wall system allows water to enter the building in the hallway below with wind driven rains. The metal panels will eliminate the water intrusion in this area.

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 bidding document requested separate bids for Stillwater Middle School and Stillwater Area High School in addition to a combined bid total. This request allowed the District to obtain the lowest possible bid for the project.

Seven bids were received on March 31, 2020. The lowest responsible bidder combination was obtained 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. BWBR has reviewed the bids and recommends entering into respective contracts. 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.

Location(s): Stillwater Middle School and Stillwater Area High School

Project Name: Stillwater Area Public Schools – 2020 Roof Projects

Fund: Long-Term Facilities Maintenance – Roof Replacement and Building Envelope

Item: Roof replacement at Stillwater Middle School and metal wall panel installation at Stillwater Area High School

Amount: Diverse Construction Services, LLC at Stillwater Middle School for a bid total of \$321,397.00
Berwald Roofing Inc. at Stillwater Area High School for bid total of \$86,300.00

Recommendation:

A motion and a second to approve the 2020 roof replacement project will be 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.

REQUESTED BY: John Thein, Interim Executive Director of Finance and Operations

DATE: April 23, 2020

DESCRIPTION OF REQUEST

Replace a roof section at Stillwater Middle School and cover the upper east and north Stillwater Area High School Auditorium walls with metal panels. The lowest responsible bidder is 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.

FINANCIAL IMPACT

Budget(s) Impacted: \$321,397 (Stillwater Middle School) and \$86,300 (Stillwater Area High School) Long-Term Facilities 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 summer of 2020

Stillwater Area Public Schools - 2020 Roof Projects
10:00am March 31, 2020

	Company Name	SMS Base Bid	SAHS Base Bid	Combined Bid	Signed	Add. Ack	Bid Bond	Insulation Replaceme	Roof Deck Replacement
1	Berwald Roofing Company, Inc. Roofing and Sheet Metal 2440 North Charles Street North St. Paul. MN 55109	\$ 522,300.00	\$ 86,300.00	\$ 607,000.00	X	X	X	\$ 2.00	\$ 10.00
2	Diverse Construction Services LLC 82 - 38th Avenue Northeast Columbia Height, MN 55421	\$ 321,397.00	\$ 99,540.00	\$ 419,500.00	X	X	X	\$ 2.50	\$ 10.00
3	Peterson Bros. Roofing & Const. Inc. 481 Burgess Street St. Paul, MN 55117	Withdrawn	No Bid	No Combined Bid	X	X	X	\$ 2.00	\$ 10.00
4	Atomic Architectural Sheet Metal Inc. 3207 Labore Road Vadnais Heights, MN 55110	No Bid	\$ 112,880.00	No Combined Bid	X	X	X	N/A	N/A
5	Granite City Roofing. P.O. Box 1482 St. Cloud, MN 56302	\$ 403,500.00	\$ 136,300.00	\$ 539,000.00	X	X	X	\$ 2.25	\$ 15.00
6	John A. Dalsin & Son Inc. 2830 South 20th Avenue Minneapolis, MN 55407	\$ 413,510.00	\$ 104,819.00	\$ 518,329.00	X	X	X	\$ 2.65	\$ 15.00
7	BL Dalsin Roofing. 9201 52nd Ave N Minneapolis, MN 55428	\$ 360,250.00	\$ 138,729.00	\$ 498,979.00	X	X	X	\$ 2.25	\$ 7.85



SAINT PAUL | MADISON

380 St. Peter Street, Suite 600
Saint Paul, MN 55102

651.222.3701
bwbr.com

April 1, 2020

Mr. Tony Willger
Supervisor of Facility and Site Operations
Independent School District 834
Stillwater Area Public Schools
1875 Greeley Street South
Stillwater, MN 55082

Re: Stillwater Middle School
2020 Reroofing Project
BWBR Commission No. 3.2019317.00

Dear Tony:

BWBR has reviewed the bids for the 2020 Stillwater Middle School Roofing Project and High School Metal Panel Project and contacted the apparent low bidders; Diverse Construction Services, LLC for the Stillwater Middle School and Berwald Roofing for the High School. Diverse Construction has acknowledged that their bid of \$321,397.00 is complete for the Stillwater Middle School. Berwald Roofing has acknowledged that their bid of \$86,300.00 is complete for the High School.

BWBR recommends that Stillwater Area Public Schools enter into a contract with Diverse Construction Services, LLC and Berwald Roofing for the amount stated above to complete the work described in the bid documents.

Sincerely,

BWBR

A handwritten signature in black ink, appearing to read 'H/K', with a stylized flourish at the end.

Hanna Kuehl

KG/jn



Agenda Item: VIII. B.
Date Prepared: April 15, 2020
ISD 834 Board Meeting

Agenda Item: District Wide Renovations - 2020

Meeting Date: April 23, 2020

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

Background: The Stillwater Area Public Schools – 2020 District Wide Renovations will consist of projects at the following locations:

Site	Project Description
Afton-Lakeland Elementary	Replace flooring, casework, chalkboards, sinks, toilets, water lines and provide ADA restrooms in two Kindergarten classrooms.
Lily Lake Elementary	Replace casework, flooring, sinks, lighting and demountable partitions in ASD area; Replace toilets, sinks, plumbing lines and ceramic tile in two classroom hallway areas and cafeteria area. Reconfigure toilet areas to provide ADA restrooms in each of these locations.
Stillwater Middle School	Replace ceilings, lighting, sinks, ductwork and HVAC coils in art rooms; replace dust collection system; remove glass trophy cases in main circulation area.
Stonebridge Elementary	Replace operable walls, chalkboards, case work, sinks and domestic water branch lines in 3 classrooms. Replace ceiling, lights, flooring and wall covering in special education large motor room. Provide ADA access to special education large motor room. Replace main domestic water lines throughout building.

These projects are part of the FY 2021 Long-Term Facilities Maintenance program. The project is budgeted at \$1,766,000. Twelve bids were received on April 14, 2020. The lowest responsible bidder is Market and Johnson Inc. of Oakdale, MN for a bid total of \$1,416,881.00. Additional costs may be incurred during the project to resolve issues not identified in the construction bidding documents. BWBR Architects recommends entering into a contract with them to complete the District Wide renovation project. Administration requests approval to award the bid to Market and Johnson Inc.

Project Name: District Wide Renovations - 2020

Location(s): Various Sites

Fund: Long-Term Facilities Maintenance

Item: Flooring, Casework, Lighting, Demountable Walls, Plumbing Fixtures, Domestic Water Mains

Amount: 1,416,881.00

Recommendation:

A motion and a second to approve the District Wide Renovation project will be 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.

REQUESTED BY: John Thein, Interim Executive Director of Finance and Operations

DATE: April 23, 2020

DESCRIPTION OF REQUEST

District Wide Renovations - 2020

Afton-Lakeland Elementary - Replace flooring, casework, chalkboards, sinks, toilets, water lines and provide ADA restrooms in two Kindergarten classrooms.

Lily Lake Elementary - Replace casework, flooring, sinks, lighting and demountable partitions in ASD area; Replace toilets, sinks, plumbing lines and ceramic tile in two classroom hallway area restrooms and cafeteria area restrooms. Reconfigure toilet areas to provide ADA restrooms in each of these locations.

Stillwater Middle School - Replace ceilings, lighting, sinks, ductwork and HVAC coils in art rooms; replace dust collection system; remove glass trophy cases in main circulation area.

Stonebridge Elementary - Replace operable walls, chalkboards, case work, sinks and domestic water branch lines in 3 classrooms. Replace ceiling, lights, flooring and wall covering in special education large motor room. Provide ADA access to special education large motor room. Replace main domestic water lines throughout building.

These projects are part of the FY 2021 Long-Term Facilities Maintenance program. The project is budgeted at \$1,766,000. Twelve bids were received on April 14, 2020. The lowest responsible bidder is Market and Johnson Inc. of Oakdale, MN for a bid total of \$1,416,881.00. Additional costs may be incurred during the project to resolve issues not identified in the construction documents. BWBR Architects recommends entering into a contract with them to complete the District Wide renovation project. Administration requests approval to award the bid to Market and Johnson Inc.

FINANCIAL IMPACT

Budget(s) Impacted: \$1,416,881 Long-Term Facility Maintenance Budget.

Additional costs may be incurred to remedy issues not identified in the construction bidding documents.

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 summer of 2020

Stillwater Area Public Schools - 2020 Summer Renovations
2:00pm April 14, 2020

	Company Name	Combined Bid	Add. Ack	Bid Bond/Bid Security	MEP
1	Hunt Electric 7900 Chicago Avenue S Bloomington, MN 55420	Withdrawn	X	Withdrawn	X
2	Market & Johnson 7300 Hudson Blvd, Suite 165 Oakdale, MN 55128	\$1,416,881	X	\$8,943	
3	Maertens-Brenny Construction Co. 8251 Maine Street NE Minneapolis, MN 55432	\$1,714,000	X	5%	
4	Welsh Construction 4350 Bake Road, Suite 400 Minnetonka, MN 55343	\$1,483,000	X	5%	
5	PCL Construction 4101 metro Boulevard Edina, MN 55439	\$1,804,999	X	\$9,000	
6	Siegfried Construction 510 Perro Creek Drive, PO Box 84 Bayport, MN 55003	\$1,847,000	X	\$19,450	
7	Construction Results Co. 5465 State Highway 169 Service Dr Plymouth, MN 55442	\$1,444,720	X	\$12,000	
8	Meisinger Construction 121 Bridgepoint Way South St. Paul, MN 55075	\$1,759,000	X	\$15,000	
9	Langer Construction 54 Moreland Ave E. West St. Paul, MN 55118	\$1,487,000	X	NA	
10	Ebert Construction 23350 County Road 10 Corcoran, MN 55357	\$1,633,000	X	5%	
11	AVM Construction 2401 Pilot Knob Rd. Mendota Heights, MN 55120	\$1,477,000	X	\$12,000	
12	Jorgenson Construction Inc. 9255 E River Rd NW Coon Rapids, MN 55433	\$1,617,000	X	\$11,270	



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April 16, 2020

Mr. Tony Willger
Supervisor of Facility and Site Operations
Independent School District 834
Stillwater Area Public Schools
1875 Greeley Street South
Stillwater, MN 55082

Re: Stillwater Area Public Schools
Summer 2020 Renovation Projects
BWBR Commission No. 3.2019316.00

Dear Tony:

BWBR has reviewed the bids for the Summer 2020 Renovation Projects and contacted the apparent low bidder; Market & Johnson for the renovations. Market & Johnson has acknowledged that their bid of \$1,416,881.00 is complete for the Stillwater Area Public School Summer2020 Renovations.

BWBR recommends that Stillwater Area Public Schools enter into a contract with Market & Johnson for the amount stated above to complete the work described in the bid documents.

Sincerely,

BWBR

A handwritten signature in black ink, appearing to read 'H Kuehl', written in a cursive style.

Hanna Kuehl

AS/as



Agenda Item: VIII. C.
Date Prepared: April 15, 2020
ISD 834 Board Meeting

Agenda Item: Stillwater Area High School Tuck-pointing
Meeting Date: April 23, 2020
Contact Person: John Thein, Interim Executive Director of Finance and Operations

Background: The Stillwater Area High School Auditorium west exterior wall is scheduled to be tuck pointed. Tuck-pointing is the process of removing and replacing the mortar between the bricks. The current mortar is no longer effective keeping water out of the wall cavity. The Stillwater Area High School Auditorium is scheduled to be closed this summer to accommodate this work.

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. BWBR Architects recommends awarding the contract to them. Administration requests approval to award the proposal to Advanced Masonry Restoration.

Location(s): Stillwater Area High School

Project Name: Stillwater Area High School Tuck-pointing

Fund: Long-Term Facilities Maintenance

Item: Tuck point the west exterior Auditorium wall at Stillwater Area High School

Amount: Advanced Masonry Restoration for a total of \$65,500

Recommendation:

A motion and a second to approve the Stillwater Area High School Tuck-pointing project will be 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.

REQUESTED BY: John Thein, Interim Executive Director of Finance and Operations

DATE: April 23, 2020

DESCRIPTION OF REQUEST

This request is to tuck point the Stillwater Area High School Auditorium west exterior wall. The budget for the 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. BWBR Architects recommends awarding the contract to them. Administration requests approval to award the proposal to Advanced Masonry Restoration.

FINANCIAL IMPACT

\$ 65,500. Additional costs may be incurred to remedy issues not identified in the construction plans.

Budget(s) Impacted: \$65,500.00 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 summer of 2020

Stillwater Area Public Schools - 2020 Stillwater High School Tuckpointing
April 14, 2020

	Company Name	Combined Bid	Bid Bond	Signed	Add. Ack	Bid Bond		
1	George Siegfried Construction Company 510 Perro Creek Drive PO Box 84 Bayport, MN 55003	\$ 101,450.00	\$ 1,225.00	X	X	X		
2	Advanced Masonry Restoration 2960 Yorkton Blvd Little Canada, MN 55117	\$ 65,500.00	\$ 1,000.00	X	X	X		
8								



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April 15, 2020

Mr. Tony Willger
Supervisor of Facility and Site Operations
Independent School District 834
Stillwater Area Public Schools
1875 Greeley Street South
Stillwater, MN 55082

Re: Stillwater High School
2020 Tuck-pointing Project
BWBR Commission No. 3.2019316.01

Dear Tony:

BWBR has reviewed the bids for the 2020 Stillwater High School Tuck-pointing Project and contacted the apparent low bidder; Advanced Masonry for the High School. Advanced Masonry has acknowledged that their bid of \$65,500.00 is complete for the Stillwater High School.

BWBR recommends that Stillwater Area Public Schools enter into a contract with Advanced Masonry for the amount stated above to complete the work described in the bid documents.

Sincerely,

BWBR

A handwritten signature in black ink, appearing to read 'HKE', written over the printed name Hanna Kuehl.

Hanna Kuehl

AS/as



Agenda Item: VIII. D.
Date Prepared: April 16, 2020
ISD 834 Board Meeting

Agenda Item: Oak-Land Middle School Pool Wall Tile Replacement - 2020
Meeting Date: April 23, 2020
Contact Person: John Thein, Interim Executive Director of Finance and Operations

Background: The Oak-Land Middle School pool wall tile is loose and in need of replacement. The Oak-Land Middle School pool is scheduled to be closed starting June 20, 2020 and will reopen prior to the start of the school year to accommodate this project. The budget for this project is \$85,000 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 Twin City Tile and Marble Company of Egan, MN for a total of \$60,090. BWBR Architects recommends awarding the contract to them. Administration requests approval to award the proposal to Twin City Tile and Marble.

Location(s): Oak-Land Middle School

Project Name: Oak-Land Middle School Pool Wall Tile Replacement - 2020

Fund: Long-Term Facilities Maintenance

Item: Replace all wall tile in the pool area at Oak-Land Middle School

Amount: Twin City Tile and Marble Company for a total of \$60,090

Recommendation:

A motion and a second to approve the Oak-Land Middle School pool wall tile replacement will be 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.

REQUESTED BY: John Thein, Interim Executive Director of Finance and Operations

DATE: April 9, 2020

DESCRIPTION OF REQUEST

This request is to replace the Oak-Land Middle School pool wall tile. The budget for the project is \$85,000 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 Twin City Tile and Marble Company of Egan, MN for a total of \$60,090. BWBR Architects recommends awarding the contract to them. Administration requests approval to award the proposal to Twin City Tile and Marble Company.

FINANCIAL IMPACT

\$60,090. Additional costs may be incurred to remedy issues not identified in the construction plans.

Budget(s) Impacted: \$60,090.00 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 summer of 2020

Stillwater Area Public Schools - 2020 Stillwater Oak-land Middle School Pool Tile
April 16, 2020

	Company Name	Combined Bid	Bid Bond	Signed	Add. Ack	Bid Bond		
1	Grazzini Brothers & Company 1175 Eagan Industrial Road Eagan, MN 55121	\$ 119,900.00	\$ 1,100.00	X	X	X		
2	Twin City Tile and Marble Company 990 Lone Oak Road, Suite 160 Eagan, MN 55121	\$ 60,090.00	5%	X	X	X		
8								



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April 16, 2020

Mr. Tony Willger
Supervisor of Facility and Site Operations
Independent School District 834
Stillwater Area Public Schools
1875 Greeley Street South
Stillwater, MN 55082

Re: Oak-land Middle School
2020 Pool Tile Project
BWBR Commission No. 3.2019316.02

Dear Tony:

BWBR has reviewed the bids for the 2020 Oak-land Middle School Pool tile Project and contacted the apparent low bidder; Twin City Tile & Marble Company for the Middle School. Twin City Tile & Marble Company has acknowledged that their bid of \$60,090.00 is complete for the Oak-land Middle School.

BWBR recommends that Stillwater Area Public Schools enter into a contract with Twin City Tile & Marble Company for the amount stated above to complete the work described in the bid documents.

Sincerely,

BWBR

A handwritten signature in black ink, appearing to read 'H Kuehl', written in a cursive style.

Hanna Kuehl

AS/as



Agenda Item VIII. E.
Date Prepared: April 17 2020
ISD 834 Board Meeting

Action Item: Transportation Contract and Lease Agreement

Meeting Date: April 23, 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.

District Administration received a recommendation from Jan Vanderwall transportation consultant; he is recommending a four year transportation contract with North American Central School Bus, LLC dba Minnesota Central School Bus. Considerations in this recommendation were based on contract pricing, customer service and safety. The Administration is unable to enter into a lease agreement for the Lake Elmo transportation bus terminal as the CUP has yet to be approved by Lake Elmo City Council to date.

Recommendation:

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

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



Agenda Item VIII. F.
Date Prepared: April 21, 2020
ISD 834 Board Meeting

Action Item: Proposed Approach for all New Hires
Meeting Date: April 23, 2020
Contact Person: Sarah Stivland, Chair

Background:

For the reasons listed:

- the School Board has authority to approve all employment decisions;
- the School Board is interested in maintaining the fiscal health and stability of our school district;
- the economic impact of the COVID-19 pandemic is presently unknown, and expected to be very grim, and potentially catastrophic;
- the effect of this economic forecast on our school district budget is also currently unpredictable;

Therefore, the school board is requesting that administration pause all new hiring until June 1, or until more comprehensive information is available regarding the impending budgetary constraints. We are interested in working together with administration to design a workable process for navigating this challenging issue. It is appropriate and responsible to proceed with great care and consideration during this unprecedented time.

Recommendation:

A motion and a second to request administration pause all new hiring until June 1 or until more comprehensive information is available regarding the impending budgetary constraints during these unprecedented times.

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



Agenda Item IX. A. B. C.
Date Prepared: April 13, 2020
ISD 834 Board Meeting

Agenda Item: School Board Reports
Meeting Date: April 23, 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 X. A.
Date Prepared: April 13, 2020
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: April 23, 2020
Contact Person: School Board Chair

Background:

The meeting must adjourn formally.
