



Independent School District 834
Stillwater City Hall – 216 North Fourth Street, Stillwater, MN
School Board Business Meeting Agenda – March 5, 2020 6:00 p.m.

- I. Call to Order**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. District Mission Statement and School Board Goals**
- V. Approval of Agenda**
- VI. Superintendent Report**
- VII. Introductory Items**
 - A. Student Report
 - B. Recognition – Unified and TRUST Club students
- VIII. Open Forum**
- IX. Consent Agenda**
 - A. Minutes of February 20, 2020 Business Meeting
 - B. Minutes of February 13, 2020 Closed Meeting
 - C. Disbursement Register February 22 – March 6, 2020
 - D. Human Resources Personnel Report
 - E. Cintas Corporation Agreement
 - F. Internet Network Services Agreement
 - G. Upper Lakes Foods, Inc. Renewal Agreement for 2020-2021
- X. Reports**
 - A. Auditor Services – Ms. Hoheisel/Director Riehle
 - B. Policy Second Readings – Policy Work Group
 - 101 – Legal Status of School District
 - 101.1 – Name of the School District
 - 102 – Equal Educational Opportunity
 - 103 – Complaints-Students, Employees, Parents, Other People
 - 104 – School District Mission Statement
- XI. 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
- XII. Adjournment**
 - A. Adjourn to Closed Session



Agenda Item I.
Date Prepared: February 24, 2020
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: March 5, 2020

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: February 24, 2020
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: March 5, 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: February 24, 2020
ISD 834 Board Meeting

Agenda Item: Pledge of Allegiance
Meeting Date: March 5, 2020

Background:

The Pledge of Allegiance will be recited prior to the approval of the meeting agenda.

I pledge Allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one nation under God, indivisible,
with Liberty and Justice for all.

Recommendation:

Board action is not required.



Agenda Item IV.
Date Prepared: February 24, 2020
ISD 834 Board Meeting

Agenda Item: District Mission and School Board Goals
Meeting Date: March 5, 2020

A School Board member will read the District Mission statement.

The mission of Stillwater Area Public Schools, in partnership with students, family and community, is to develop curious individuals who are active and engaged leaders in an ever-changing world by challenging all students as they travel along their personalized learning pathways.

A School Board member will read the School Board Goals (adopted June 2019)

In partnership with community, parents, and students, the School Board of Stillwater Area Public Schools ensures excellence in education by:

Increasing student achievement for ALL students.

Securing long-term financial stability of the district.

Increasing community trust and engagement.

Recommendation:

Board action is not required.



Agenda Item V.
Date Prepared: February 24, 2020
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: March 5, 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 VI.
Date Prepared: February 24, 2020
ISD 834 Board Meeting

Agenda Item: Superintendent Report
Meeting Date: March 5, 2020

Background:

Each meeting the Superintendent will provide an update 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, 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 VII.
Date Prepared: February 24, 2020
ISD 834 Board Meeting

Agenda Item: Introductory Items
Meeting Date: March 5 2020
Student Report and District Recognition

Background:

- A. 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.

- B. Each meeting an individual, team, or program will be recognized for their excellence.

Recommendation:

Board action is not required.



Agenda Item VIII.
Date Prepared: February 24, 2020
ISD 834 Board Meeting

Agenda Item: Open Forum
Meeting Date: March 5, 2020

Background:

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. You may sign in only for yourself, not other individuals or groups, and only in person. The sign in sheet is made available 30 minutes prior and up to the start of the meeting. Due to time limitations, we will limit the number of speakers to 15 for 3 minutes each. If you spoke at the last meeting, please consider allowing others to sign in before you. After you address the Board, please leave the podium.

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 IX. A.B.C.D.E.F.G.
Date Prepared: February 28, 2020
ISD 834 Board Meeting

Agenda Item: Consent Agenda
Meeting Date: March 5, 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 February 20, 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 February 13, 2020

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

A copy of the minutes is included for your review.

C. Disbursement Register February 22 – March 6, 2020

Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

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

D. Human Resources Personnel Report

Contact Person: Cathy Moen, Executive Director of Administrative Services

A summary of personnel transactions for the month is included for your review.

E. Cintas Corporation Agreement

Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

A copy of the agreement is included for your review.

F. Internet Network Services Agreement

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

A copy of the agreement and expenditure form is included for your review.

G. Upper Lakes Foods, Inc. Renewal Agreement for 2020-2021

Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

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 G 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
Stillwater City Hall, 216 North Fourth St, Stillwater, MN
February 20, 2020 – 6:00 p.m. Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 6:08 p.m.
- II. **Roll Call:** Present: Sarah Stivland, chair; Shelley Pearson, vice chair; Tina Riehle, treasurer; Mark Burns, director; Jennifer Pelletier, director; Liz Weisberg, director; Absent: Mike Ptacek, clerk; Superintendent Pontrelli, ex-officio. Student Representatives: Elise Riniker and Khuluc Yang
- III. **Pledge of Allegiance:** Chair Stivland led the Pledge of Allegiance.
- IV. **District Mission and School Board Goals:** The mission statement was read by Director Weisberg and the goals were read by Director Riehle.
- V. **Approval of the Agenda**

Motion to approve the agenda by Member Pearson; seconded by: Member Riehle, Vote: 6 ayes, 0 nays, Motion Carried Unanimously.

VI. **Superintendent Report**

- MSBA School Board Recognition Week
- ALC graduation on Friday at SAHS

VII. **Introductory Items**

- A. Student Representative Report:
Khuluc Yang: Black history month and BLAST week updates
Elise Riniker: BLAST week highlights were shared. Fun to see board members and the Superintendent at some of the events. Story Arc gave Superintendent Pontrelli an award and appreciates her support.
- B. District Recognition – Superintendent Pontrelli welcomed and congratulated the 5th grade students who are part of the District Lego League who are advancing to the state competition.

VIII. **Open Forum**

1. Denise Stephens – Lake Elmo - Reviewed the work and progress of the Native American Parent Advisory Committee (NAPAC).
2. Rick Weyrauch – Not endorsing the recommendation of the CDT.
3. Kristie Mack – Concerns for the CDT proposal of Oak Park. Underutilized space in the district.
4. Grace Roeske – Oak Park Heights – The AVID program impact.
5. Jordyn Levasseur – Shared the emotional side of AVIDs success.
6. Francis Porbeni – Affirm and approve the 2021-2024 Achievement and Integration plan.
7. Sandi Hayner – Stillwater – Concerns with the CDT recommendations.
8. Julie Gruendemann – 105th St Stillwater – The CDT recommendations are mismanaging tax payer money.

IX. Consent Agenda

- A. Minutes of February 6, 2020 Regular Meeting
- B. Minutes of February 6, 2020 Closed Meeting
- C. Minutes of January 23, 2020 Closed Meeting
- D. Disbursement Register February 8-21, 2020
- E. Accepts Gifts and Donations January 2020
- F. Human Resources Personnel Report
- G. City of Oak Park Heights & Stillwater Area Public School Service Agreement – School Resource Officer Second Extension for Stillwater Area High School

Motion by: Member Pearson to approve the agenda; Second by: Member Weisberg; Vote: 6 ayes, 0 nays, Motion Carried Unanimously.

X. Reports

- A. Long Range Planning Recommendations: Several members of the Community Design Team (CDT) presented the long range planning facility recommendations. They shared the vision for the future, the fair and inclusive process and how it was data driven coming up with a prioritized list of recommendations to create a master plan for the board to consider for future development.

The process included 65 people made up of parents, students, teachers, principals, and community and business leaders. It was a diverse group putting in 1500 hours of time investing in a plan that was a consensus driven process finding common ground for a long range vision. The shared vision statement is to enhance the dreams and aspiration of our students, teachers and community in building an innovative, diverse, inclusive, flexible, accessible, collaborative, engaged and sustainable future for all. One of the highest hopes is to drive equity across the district. The recommendations were presented by priority with the top priorities being replacing Lake Elmo Elementary with a new building, constructing another new elementary school in the south, adding on to Brookview Elementary School, making Oak Park a multi-purpose center for the Transitions Program, ALC and central services staff, and adding media space across the district.

- B. First Reading of Policies

The following policies are up for biannual review.

Policy 101 – Legal Status of School District

Policy 101.1 – Name of the School District

Policy 102 – Equal Educational Opportunity

Policy 103 – Complaints – Students, Employees, Parents, Other People

Policy 104 – School District Mission Statement

No concerns with the above policies at this time. These policies will come to next business meeting for a second reading.

Chair Stivland moved for a five minute break.

Reconvene – 8:06 pm

XI. Action Items

- A. 2021-2024 Achievement and Integration Plan

Superintendent Pontrelli indicated work sessions and a previous presentation were provided on the Achievement and Integration Plan. The plan is due every three years to the Minnesota Department of Education. Administration is asking the Board to approve the proposed three year achievement and integration plan.

Motion made by Member Burns to approve the July 1, 2020 to June 30, 2023 Achievement and Integration Plan; Second by Member Pelletier. Vote: 4 ayes (Pelletier, Burns, Stivland; Pearson); 2 nays (Weisberg, Riehle), Motion Carried.

B. Demographic Study

Ms. Hoheisel presented the demographic study at the February 6 board meeting. Three vendors were contacted and information was provided for the board to review. The study will provide the district with enrollment projections for the next ten years and enrollment projections for five years into the future using housing unit method.

*Motion by: Member Pelletier recommends to approve Hazel Reinhart Consulting Service to provide a demographic study;
Second by: Member Pearson; Vote: 4 ayes (Stivland, Burns, Pelletier, Pearson), 2 nays (Weisberg, Riehle), Motion Carried.*

XII. Board Reports

A. Board Chair Report

- No report

B. Working Group Reports

1. Community Engagement – Director Weisberg – Calendar for 2020 is set. Invite senior groups to the SAHS musical, The Beauty and the Beast and ask board members greet. Jessie Diggins book signing on Oct 5 at SAHS. Board members are interested in reading in the schools. School Liaisons switched to the next group of schools. Discussion to have a presence at Summer Tuesdays. Board involvement in various festivals. Meeting will be held with an external group as the district is redesigning the website.
2. Finance and Operations – Director Riehle – Meeting held today. Transportation RFPs were discussed as well as options if a terminal was included. Matrix for an auditor developed and will be present at the next board meeting. Will look at architect RFP's and review responses. Next meeting will discuss district service consultant schedule.
3. Legislative – Director Burns – Attended the AMSD meeting a week ago with Director Ptacek. A legislative work group meeting has been scheduled. March 24 is SEE Day at the Capital.
4. Policy – Director Burns – Discussed the student survey policy and school board Code of Conduct policy. Next meeting is Feb 25. Will start to review the school district accountability and student results policies.

C. Board Member Reports

1. Director Pelletier – Youth Advantage fund raiser details shared. Proud of Rachel Steihl and Pony Express student journalists.
2. Director Pearson – ALC graduation on Friday. Attended middle school conferences.
3. Director Riehle – No report
4. Director Weisberg – Attended Partnership Plan meeting where the Pathways team also attended to help get the program started.
5. Director Stivland – Will attend Youth Advantage Mardi Gras. 916 Foundation Gala is Friday evening.
6. Director – Burns – Congratulations to the Unified basketball team finishing second place at the state tournament. District is participating in the youth art month exhibition at the State Capitol. Appreciation to the Community Design Team.

XIII. Adjournment

- A. The meeting adjourned at 9:15 p.m.

Respectfully submitted, Chair Stivland in absence of Clerk Ptacek



Independent School District 834

Stillwater Area Public School District
18875 Greeley St, S, Stillwater, MN
School Board Closed Meeting Minutes
February 13, 2020

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

II. Roll Call

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

Others present: Superintendent Pontrelli, Peter Mikhail

III. The Board adjourned to closed session at 6:01 p.m. pursuant to Minnesota Statute §13D.05 Subd. (3) to discuss attorney-client privileged discussion regarding litigation options to address EN Properties, LLC's failure to install water and sewer lines for the bus terminal site and the City of Lake Elmo's refusal to amend the site's CUP pending installation of the water and sewer lines.

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

V. Closed meeting adjourned at 7:37 p.m.

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

Respectfully submitted by Mike Ptacek, clerk.

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

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Bauer, Megan	Resignation	1.0 FTE Elementary Education Teacher Currently on a Leave of Absence	SCEA	June 2, 2020
Dennis, Philip	Resignation	Floating Custodian Lvl VI, 8.0 hrs/day District Wide	Custodial	February 14, 2020
Erickson, Danelle	Resignation	Girls Softball Coach Oak-Land Middle School	Co-curricular	February 21, 2020
Esch, Sonia	Retirement (23 years)	1.0 FTE Music Teacher Lake Elmo & Rutherford Elementary	SCEA	June 2, 2020
Getchell, Chris	Resignation	Track Coach Stillwater Middle School	Co-curricular	February 21, 2020
Holland, Deb	Retirement (18 years)	1.0 FTE Elementary Education Teacher Andersen Elementary	SCEA	June 2, 2020
Jacobson, Sara	Resignation	1.0 FTE Special Education Teacher Currently on a Leave of Absence	SCEA	June 2, 2020
Kaul, Michael	Retirement (20 years)	1.0 FTE Social Studies Teacher Stillwater Area High School	SCEA	June 2, 2020
Madlem, Teresa	Resignation	Community Education Assistant 4.75 hrs/day Lake Elmo & Rutherford Elementary	CE Leads & Assistants	February 14, 2020
Randazzo, Teresa	Resignation	1.0 FTE Special Education Teacher Early Childhood Family Center	SCEA	July 31, 2020
Ruffini, Rhonda	Resignation	1.0 FTE Special Education Teacher Lily Lake Elementary	SCEA	June 2, 2020
Scanlon, Kyle	Resignation	Assistant Boys Golf Coach Stillwater Area High School	Co-curricular	February 21, 2020
Steinmeyer, Amber	Resignation	.4 FTE Elementary Education Teacher Currently on a Leave of Absence	SCEA	June 2, 2020
Thibodeau, Gina	Resignation	Community Education Assistant 4.5 hrs/day Rutherford Elementary	CE Leads & Assistants	February 7, 2020
Weber, Sandra	Retirement (16 years)	ECFC Teacher, 637.15 hours Early Childhood Family Center	SCEA	June 2, 2020
White, Dee	Retirement (22 years)	1.0 FTE Special Education Teacher Stillwater Middle School	SCEA	June 2, 2020

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Baxter, Megan	Community Education Assistant 4.0 hrs/day Stonebridge Elementary	\$15.00 / hour	Replacement	CE Leads & Assistants	February 17, 2020
Blakey, Arthur	Community Education Casual District Wide	\$13.25 / hour	Casual	Casual	February 10, 2020
Boren, Shawna	Community Education Casual District Wide	\$15.00 / hour	Casual	Casual	February 21, 2020
Braun, Shahla	Community Education Assistant 5.0 hrs/day Rutherford Elementary	\$15.20 / hour	Replacement	CE Leads & Assistants	February 18, 2020
Blythe, Eric	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	February 20, 2020
Chapman, Gail	Community Education Assistant 5.0 hrs/week Andersen Elementary	\$15.75 / hour	Replacement	CE Leads & Assistants	February 24, 2020
Chapman, Gail	Health Paraprofessional 4.0 hrs/day St Croix Catholic	\$16.50 / hour	Replacement	SCPA	February 27, 2020
Doeksen, Peggy	Community Education Casual District Wide	\$17.00 / hour	Casual	Casual	February 26, 2020
Donar, Andrea	1.0 FTE Special Education Teacher Stonebridge Elementary	\$52,780.00	Student Need	SCEA	February 10, 2020 - March 27, 2020
Flom, Stephanie (Rehire)	.60 FTE Speech Pathologist Lily Lake & Rutherford Elementary	\$73,286.00	2020-2021 Staffing	SCEA	August 18, 2020
Hodgin, Zoe	Community Education Assistant 2.5 hrs/Week Stonebridge Elementary	\$15.00 / hour	Replacement	CE Leads & Assistants	February 19, 2020

Lutz, Sarah (Rehire)	1.0 FTE ECSE Teacher Early Childhood Family Center	\$63,516.00	2020-2021 Staffing	SCEA	August 18, 2020
Molano, Amalia	Community Education Casual District Wide	\$14.50 / hour	Casual	Casual	February 20, 2020
Martineau, Violeta	Community Education Assistant 5.0 hrs/Week Early Childhood Family Center	\$16.83 / hour	Replacement	CE Leads & Assistants	March 2, 2020
Peterson, Nicholas	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	February 13, 2020
Rafferty, Patrick	Paraprofessional 5.75 hrs/day Afton-Lakeland Elementary	\$16.12 / hour	Replacement	SCPA	February 24, 2020
Ruebl, Celeste	.4 FTE Speech Pathologist Rutherford Elementary	\$79,372.00	Student Need	SCEA	February 17, 2020 - June 2, 2020
Sampson, Levi (Rehire)	1.0 FTE Special Education Teacher Stillwater Middle School	\$45,476.00	2020-2021 Staffing	SCEA	August 24, 2020
Sherrick, Baylie (Rehire)	1.0 FTE Special Education Teacher Rutherford Elementary	\$45,476.00	2020-2021 Staffing	SCEA	August 18, 2020
Smetana, Catherine	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	February 11, 2020
Vang, Serena	Community Education Casual District Wide	\$14.50 / hour	Casual	Casual	March 9, 2020

LEAVES OF ABSENCE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Fitzpatrick, Foua	Approve	Secretary - Elementary Principal, 8.0 hrs/day Afton-Lakeland Elementary	Tech Support	April 19, 2020 - June 12, 2020
Kaliher, Molly	Approve	1.0 FTE Special Education Teacher District Wide - Currently on Leave	SCEA	August 21, 2017 - June 4, 2021 (Revised Dates)
Kane, Jaclyn	Approve	Paraprofessional 6.0 hrs/day Lake Elmo Elementary	SCPA	March 16, 2020 - March 29, 2020
Kempenich, Tracy	Approve	1.0 FTE Elementary Education Teacher Andersen Elementary	SCEA	February 12, 2020 - June 1, 2020
Kirdan, Jeana	Approve	1.0 FTE Counselor Stillwater Middle School	SCEA	May 8, 2020 - November 9, 2020
Pidde, Kari	Approve	1.0 FTE Elementary Education Teacher Brookview Elementary	SCEA	February 13, 2020 - April 9, 2020
Sherman, Lisa	Approve	Paraprofessional 8.0 hrs/day Lake Elmo Elementary	SCPA	February 10, 2020 - February 28, 2020

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Parent, Nicholas	Community Education Assistant 7.5 hrs/Week Andersen Elementary	Community Education Assistant 2.5 hrs/Week Andersen Elementary	Replacement	CE Leads & Assistants	February 24, 2020
Stensland, Ashley	Paraprofessional 6.0 hrs/day Rutherford Elementary	Paraprofessional 6.5 hrs/day Afton/Lakeland Elementary	Replacement	SCPA	February 18, 2020

ADDITIONAL ASSIGNMENTS

NAME	Position	Reason	Group	EFFECTIVE DATE
Hillstrom, Jacqueline	Weight Room Club Advisor Stillwater Middle School	Student Need	Co-Curricular	November 1, 2019 - February 28, 2020
Weiss, Michael	Weight Room Advisor Stillwater Area High School	Student Need	Co-Curricular	February 16, 2020 - April 30, 2020



Agenda Item IX. E.
Date Prepared: February 20, 2020
ISD 834 Board Meeting

Consent Agenda Item: Cintas Corporation Agreement
Meeting Date: March 5, 2020
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

Background:

Cintas Corporation provides entryway matting and dust mop laundering/rental services. They have been providing this service for Stillwater Area Public Schools since acquiring G K Laundry Services. To make their operations more efficient, Cintas is streamlining the products they offer and would like to enter into a new agreement.

Cintas has been awarded a contract by OMNIEA Partners through October 31, 2023. OMNIEA Partners is a cooperative purchasing organization for public and educational agencies. The contracts available through OMNIA Partners are competitively solicited and publicly awarded by a lead public agency through a RFP process. Cintas has proposed a 3 year agreement to Stillwater Area Public Schools with the OMNIEA Partners contract pricing.

Location(s): District Wide

Project Name: Matting and Dust Mop services

Fund: Fixed Operations Budget

Fund Description: Laundry Services

Item: 3 Year Agreement with Cintas Corporation

Amount: \$17,300 approximate annual expense

Other:

Recommendation:

A motion and a second to approve the consent agenda 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: Kristen Hoheisel **DATE:** 2/13/2020

DESCRIPTION OF REQUEST

Cintas Corporation provides entryway matting and dust mop laundering/rental services. They have been providing this service for Stillwater Area Public Schools since acquiring G K Laundry Services. To make their operations more efficient, Cintas is streamlining the products they offer and would like to enter into a new agreement.

Cintas Corporation has been awarded a contract by OMNIEA Partners through October 31, 2023. OMNIEA Partners is a cooperative purchasing organization for public and educational agencies. The contracts available through OMNIEA Partners are competitively solicited and publicly awarded by a lead public agency through a RFP process. Cintas has proposed a 3 year agreement to Stillwater Area Public Schools with the OMNIEA Partners contract pricing.

FINANCIAL IMPACT

The cost of matting and dust mop services is dependent on weather, building usage and facility requests. Last year, approximately \$18,000 was spent on laundry services. A reduction of \$700 is expected with the new contract pricing at the current level of service.

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):
- ☒ **No** Fixed Operations Budget

PROGRESS MONITORING

Contract pricing will take effect once the agreement is approved.



FACILITIES SOLUTIONS AGREEMENT

Location No. 21m

Contract No. _____

Customer No. _____

Main Corporate Code → New CC 13218

Date 1-15-20Customer/Participating Agency St. Ili Water Schools

Phone _____

Address _____ City _____ State _____ Zip _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
10197	4x6 TRAFFIC MAT	02 7.50
10198	3x10 TRAFFIC MAT	02 9.00
84301	3x5 MESSAGE LOGO	02 8.76
84461	4x6 MESSAGE LOGO	02 10.05
	4x10	02 13.50

- This agreement is effective as of this date from 1-15-20 to 1-15-23, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).

- Name Emblem \$ _____ ea
- Customer Emblem \$ _____ ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.

- Minimum Charge \$ _____ per delivery.
- Make-Up charge \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ _____

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.

- Other SEE ADDENDUM A + B SERVICE CHARGE 9.00 Per Delivery

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	2570	24" DUST MOP	02		1.20
	2604	36" DUST MOP	02		1.95
	2610	60" DUST MOP	02		2.90
	2160	RED TOWELS SHOP	02		0.21
	1000	20" MICROFIBER TOWELS	02		0.90
	84335	3x5 MAT	02		3.00
	84433	4x6 MAT	02		3.70
	84035	3x10 MAT	02		4.41
		4x10 LOGO	02		15.00

*Indicated bundled items/services

- ☐ Initial and check box if Unilease. All Garments will be cleaned by customer
- ☐ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
- ☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 217 CUSTOMER: [Redacted]
 By: [Signature] Please Sign Name [Redacted]
 Title: MDR Please Print Name [Redacted]
 Accepted-GM: [Redacted] Email [Redacted]

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



Addendum A

School

The following addresses are locations owned and operated by the Customer Stillwater L.L.C..
Customer authorizes Cintas to service these locations under the terms and conditions of the Cintas
Service Agreement signed on 1-15-20 between Cintas and Stillwater Schools.

1464 School

Address 5761 STILLWATER BLVD
City STILLWATER
State MN
Zip 12435130

OAKLAND ST

Address 820 MANNING
City LAKE BLUM
State MN
Zip 55042
12440942

Brookview Blm

Address 11099 Brookview
City WOODBURY
State MN
Zip 55129
12440997

Rutherford

Address 115 RUTHERFORD
City STILLWATER
State MN
Zip 55082
12440975

LAKE BLUM BLM

Address 11030 STILLWATER
City LAKE BLUM
State MN
Zip 55042
12441024

Field Services

Address 5437 STILLWATER
City STILLWATER
State MN
Zip 55082
12441060

Central Services

Address 1875 GINCKLEY ST.
City STILLWATER
State MN
Zip 55082
12440942

STILLWATER ST.

Address 523 WEST
City STILLWATER
State MN
Zip 55082
12441005

Accepted By _____

Print Name _____

Print Title _____

Cintas Location No. _____

Customer _____

By _____

Print Name _____

Print Title _____

Date _____



Addendum **B**

The following addresses are locations owned and operated by the Customer Stillwater School
Customer authorizes Cintas to service these locations under the terms and conditions of the Cintas
Service Agreement signed on 1-15-20 between Cintas and Stillwater School.

LILY LAKE BLEM

Address 2003 WEST WILLARD
City STILLWATER
State MN
Zip 55082

12441021

Address _____
City _____
State _____
Zip _____

AFTON LUKELAND
Address 475 ST. CROIX
City AFTON
State MN
Zip 55001

12440982

Address _____
City _____
State _____
Zip _____

Address _____
City _____
State _____
Zip _____

Address _____
City _____
State _____
Zip _____

Address _____
City _____
State _____
Zip _____

Address _____
City _____
State _____
Zip _____

Accepted By _____

Customer [REDACTED]

Print Name _____

By [REDACTED]

Print Title _____

Print Name [REDACTED]

Cintas Location No. _____

Print Title [REDACTED]

Date [REDACTED]



FINISHED MATS ARE SIZED TO INDUSTRY STANDARD WITH AN ADDITIONAL 3% VARIANCE

DESIGN NAME: Stillwater Schools 4x10' Portrait

COLORS BG: ☐	DESIGN NOTES TYPE: PHOTO™ SIZE: 4x10' STYLE: Portrait REFERENCE: 121M01527 BORDER TYPE: Normal Border DESIGNER NOTES: APPROVED: 	
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Please refer to our terms and conditions for the supply of goods. Please note that the manufacturing process may result in minor variations between color and definition of the artwork above and on the finished product. For exact colors please refer to Millennium's logo carpet swatches.



Agenda Item: IX. F.
Date Prepared: February 27, 2020
ISD 834 Board Meeting

Agenda Item: Internet Network Services Agreement
Meeting Date: March 5, 2020
Contact Person: John Perry, Director of Learning Technology and Design Systems

Background

The District requests proposals for Internet services approximately once every three years. We recently completed that process and had 6 qualified vendors. The Internet Services RFP process is designed to comply with State law and the Federal E-Rate program. This contract represents an increase in service and a reduction in cost compared to current District Internet services.

Location(s): District Wide

Project Name: Internet Network Services Agreement

Fund: Technology, Non-Capital

Amount: \$37,200/annually for 36 month contract

Recommendation:

Approve as is.

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 Perry **DATE:** 02/27/2020

DESCRIPTION OF REQUEST

Internet (communication) services provided by Arvig. This contract is for 3-years, 5Gbps, at \$37,200 annually; effectively increasing our bandwidth from 2Gbps and decreasing our annual cost from \$57,716.

FINANCIAL IMPACT

\$ 37,200.00/annually for 36 month contract

Budget(s) Impacted:

Is This a One-Time Expenditure?

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

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

☐ **No**, it will need to be funded for Fiscal Years 2020-?

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

☐ **Yes** List Source(s):

.

☒ **No**

PROGRESS MONITORING

Repost RFP every 3 years.

Network Services Agreement



Order Information

Contracting Entity	Stillwater Area Public Schools	Billing Account	
Account Number			
Contact	John Perry	Phone	651.351.8414 Email: perryj@stillwaterschools.org
Arvig Rep.	Ross Carter	Phone	952-236-5646 Email: ross.carter@arvig.com

Service Details

Details	Product Details	Protection Details	NA
Order Type	Category	Core-Network Fiber Path Diversity	
☒ New ☐ Renewal	Internet	☐ Yes	☐ No
Service Term	Bandwidth	Special Routing Required	
36 months+2 One (1) year options	5Gb	☐ Yes	☐ No

Service Order Component(s)

Address 1	5701 Stillwater Blvd N	Address 2	
	Stillwater, MN		
Type:	Internet	Type:	
Term:	36 mo, with 2 one year options	Term:	
Port Speed:	10gb	Port Speed:	
Bandwidth:	5gb	Bandwidth:	
Lateral:		Lateral:	
Handoff:		Handoff:	
CFA Provided By:		CFA Provided By:	

Pricing

Product:	Internet Service	Service Item Description:	Internet Service
Quantity:	5Gb	MRC Amount:	\$ 3,100.00
		NRC Amount:	\$ 500.00
Product:		Service Item Description:	
Quantity:		MRC Amount:	
		NRC Amount:	

Order Notes

Arvig to provide circuit for Stillwater Area Public Schools- 5Gb of bandwidth. The District can upgrade to 6Gb at any time during the term for \$3,400/mo, 7Gb for \$3,700/mo, 8Gb for \$4,000/mo, 9Gb for \$4,400/mo and 10Gb for \$4,900/mo. The district also has the option for 2 add'l 1 year renewals. Rates for renewals are: same pricing as noted above and 5gb would also be the same rate (\$3,100/mo)

Signatures

	Signature:x
Signature	Signature:x
Arvig	Customer -Stillwater Area Public Schools
Printed Name	Printed Name(s):
Date	Date x
Title	Title(s) x

Terms and Conditions

I agree to keep the Network Services I have selected above from Arvig as stated in the terms and conditions of the Service Level Agreement and Master Service Agreement. If I discontinue service prior to when my agreement ends I understand that I will be billed the early termination fee. Monthly rate available for customers who sign agreement to keep service for such time period. Customers who terminate service or who are disconnected for non-pay, prior to fulfilling agreement, will be charged all remaining recurring charges that would have been due to the company under the terms of the agreement. All basic terms and conditions apply. Taxes and fees are in addition to the monthly rate. Rev. 2013_07



Agenda Item IX. G
Date Prepared: February 26, 2020
ISD 834 Board Meeting

Consent Report: Upper Lakes Foods, Inc. Renewal for 2020-2021

Meeting Date: March 5, 2020

Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

Background:

Upper Lakes Foods, Inc. Renewal for 2020-2021

Stillwater Area Public Schools, along with 7 other school districts became the “Big 8” purchasing group in 2008. This partnership was formed to attain savings through volume buying and distribution of items utilized by all district food service operations. West St. Paul is the fiscal reporting agent for this group. The participating districts having joint purchasing agreements with Stillwater Area Public Schools are Burnsville, ISD#191; Hastings, ISD#200; Inver Grove Heights, ISD#199; South St. Paul, ISD#6; South Washington County, ISD#833; West St. Paul, ISD#197; and Mahtomedi, ISD#832.

Administration recommends that the Board of Education approve the proposed 2020-2021 renewal contract with Upper Lakes Foods, Inc. from Cloquet, Minnesota as our prime vendor for the 2020-2021 school year.

Attachment: Renewal Contract Letter.

Recommendation:

Approval of the Consent Agenda will be requested.



February 25, 2020

Kelley Linquist
Director
Stillwater/Mahtomedi Schools
1875 South Greeley Street
Stillwater, MN 55085

Dear Kelley:

Upper Lakes Foods is pleased to renew with the Big 8 member districts for the upcoming 2020-2021 school year under the Sourcewell Contract. The fixed fee and commodity fee are based on our school/distributor partnership, current market costs, and changes in the economy since the conception of our agreement currently in place.

\$0.99 per case fix fee grocery.

\$1.80 per case commodity fee single drop

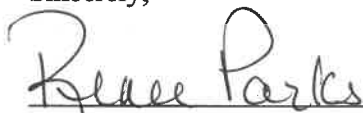
Plus the handling and storage pass through fee charge by Newport Cold Storage per case.

Upper Lakes Foods works hard at keeping rising costs to a minimum and with the current economic situation, we are pleased to renew.

Upper Lakes Foods, Inc. shall not be charged with liquidated damages when delay in delivery is due to unforeseeable cause beyond the control of Upper Lakes Foods, Inc., including but not restricted to Acts of God, acts of the public enemy, epidemics, quarantine restrictions, strikes, and freight embargoes.

Please sign below and return via email or mail.

Sincerely,


Renee Parks, Upper Lakes Foods, Inc.
800-879-1265 Ext 4208
800-238-6456 Fax
rparks@ulfoods.com

2-25-2020
Date

Purchasing Agent

Date



Agenda Item X. A.
Date Prepared: February 24, 2020
ISD 834 Board Meeting

Report Item: Auditor Services Contract

Meeting Date: March 5, 2020

Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations/Director Riehle

Action Timeline: March 19, 2020

Summary:

On October 11th and October 18th, 2019, Stillwater Area Public Schools advertised for written proposals from certified public accounting firms to audit its financial statements for the fiscal year ending June 30, 2020, with the option of auditing its financial statements for each of the four subsequent fiscal years.

On Tuesday, November 5, 2019, Stillwater Area Public Schools received written proposals from four certified public accounting firms to audit its financial statements according to the specifications and conditions of the request for proposals.

The district's finance and operations working group met on February 20, 2020 to review the proposals. The committee work resulted in the participating school board members recommending Clifton, Larson, Allen, LLP as the district auditor for fiscal year ending June 30, 2020.

Recommendation:

This is a report for action. Action will be requested at the March 19, 2020 school board business meeting.

RFP: Auditing Services Proposal Comparison

Name of Firm	Malloy, Montague, Karnowski, Radosevich & CO., P.A.	bergen KDV	Clifton Larson Allen, LLP	Abdo, Eick & Meyers, LLP
1. Location Nearest to Office	Minneapolis, Minnesota	St. Cloud, Minnesota	Minneapolis, Minnesota	Edina, Minnesota
2. Background of Firm	Local Firm, led by four principals that practice almost exclusively in the governmental sector	Nine offices throughout the Midwest that deliver comprehensive business, financial and technology solutions	More than 120 U.S. locations and a global affiliations, bring a wide array of approaches	Local Firm, auditing more than 50 schools, including 15 independent school districts
3. Number and nature of professional staff to be employed on this engagement	Principals - 2, Managers - 2, Staff Accountants - 2	Engagement Partner, Concurring Partner, Audit manager, 2 staff accountants	Principal - 2, Manager - 1, Senior Accountant - 1, Staff Accountants - 2	Partners - 3, Manager - 1, Senior Accountant - 2, Accountant - 1
4. Technical/Audit Team Experience	- Principal In-Charge-23yrs - Consulting Principal-16 yrs - Senior Accountant-4 yrs - Staff Accountants-2 yrs	- Engagement Partner-26yrs - Concurring Review Partner -21 yrs - Audit Manager - 10 yrs - Staff Accountants-unknown	- Engage Principal - 34yrs - Consulting Principal-16 yrs - Senior Accountant-4 yrs - Staff Accountants-2 yrs	- Partner -25yrs - Consulting Principal-16 yrs - Senior Accountant-25 yrs - Staff Accountants-2 yrs
5. Licensed to Practice in Minnesota	Yes	Yes	Yes	Yes
6. Experience with Other School Districts with most significant engagement within last five years	- ISD 831 - Forest Lake - ISD 621- Mounds View - ISD 622 - North St. Paul - ISD 624 - White Bear Lake - ISD 833 - So Washington County - ISD 12 - Centennial - ISD 11 - Anoka Hennepin	- ISD 742 - St. Cloud - ISD 271- Bloomington - ISD 192 - Farmington - ISD 721 - New Prague - ISD 748 - Sartell - ISD 720- Shakopee - ISD 22 - Detroit Lakes	- ISD 761 - Owatonna - ISD 623 - Roseville - ISD 719 - Prior Lake-Savage - ISD 112 - Eastern Carver County - ISD 191 - Burnsville	- ISD 282 - St. Anthony-New Brighton - ISD 2144- Chisago - ISD 252 - Cannon Falls
7. Peer Review Results	Met standards as established by AICPA	Met standards as established by AICPA	Met standards as established by AICPA	Met standards as established by AICPA
8. Quoted Audit Fees				
Hours	375	324	425	300
2020	\$45,125	\$39,500	\$46,400	\$44,000
2021	\$46,025	\$40,600		\$45,000
2022	\$46,945	\$41,800		\$46,000
2023	\$47,885	\$43,100		\$47,000
2024	\$48,845	\$44,400		\$48,000
Single Audit Fees	included	\$2,500 / per year beyond 1		included
Reimbursable Expenses	\$350	included	\$525 / per year	included
Technology and Client Support Fees			\$2,320 / per year	
9. Quoted Hourly Rates				
Partners	\$230.00	\$180.00	\$200.00	\$263.00
Manager	\$215.00	\$140.00	\$125.00	\$176.00
Supervisory Staff	\$120.00	\$110.00	\$100.00	\$176.00
Other Staff	\$95.00	\$100.00	\$80.00	\$128.00
Clerical / Secretarial Staff	\$55.00	\$65.00	\$65.00	\$90.00



Agenda Item X. B.
Date Prepared: February 24, 2020
ISD 834 Board Meeting

Meeting Date: March 5, 2020
Contact Person(s): Policy Working Group
Action Item: Policies for Second Reading

Summary:

The 2020 Policy Working Group will be presenting these policies that are up for bi-annual review for second reading.

- Policy 101 – Legal Status of School District
- Policy 101.1 – Name of the School District
- Policy 102 – Equal Educational Opportunity – replace SR 1.22
- Policy 103 – Complaints – Students, Employees, Parents, Other People
- Policy 104 – School District Mission Statement

The policies are included for your review.

Recommendation:

This is a report for future action.

SCHOOL DISTRICT

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Legal Status of School District	101	Adopted: 11-16-2017	2-YEAR

I. PURPOSE

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

- A. Funds
 - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.

2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The school district may issue bonds in accordance with the provisions of Minn. Stat. Ch. 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minn. Stat. § 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter

into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued, subject to statutory limitations.

Legal References: Minn. Const. art. 13, § 1
Minn. Stat. Ch. 123B (School Districts, Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. § 465.035 (Conveyance or Lease of Land)
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties of Political Subdivisions)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

SCHOOL DISTRICT

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Name of the School District	101.1	Adopted: 11-16-2017	2-YEAR

I. PURPOSE

The purpose of this policy is to clarify the name of the school district.

II. GENERAL STATEMENT OF POLICY

Pursuant to statute, the official name of the school district is Independent School District No. 834. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

III. UNIFORM NAME

- A. The name of the school district shall be Stillwater Area Public Schools.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as Independent School District No. 834 – Stillwater Area Public Schools, but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

Legal References: Minn. Stat. § 123A.55 (Classes, Number)

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Equal Educational Opportunity	102	Adopted: 11-16-2017	2-YEAR

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender, marital status, parental status, status with regard to public assistance, disability, sexual orientation, or age. The school district also makes reasonable accommodations for disabled students.
- B. The school district prohibits the harassment of any individual based on any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- D. Every school district employee shall be responsible for complying with this policy conscientiously.
- E. Any student, parent, or guardian having a question regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the Human Rights Officer.

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972) 42
 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

SCHOOL DISTRICT

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Complaints – Students, Employees, Parents, Other People	103	Adopted: 12-14-2014 Revised: 11-16-2017	2-YEAR

I. PURPOSE

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

- A. Students, parents, employees or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. A person may make a complaint at any level of the school district, i.e. principal, superintendent or school board; however, persons are encouraged to bring a complaint at the building level when appropriate. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint-so a decision can be made as to whether the complaint should be referred to a district level administrator(s).
- B. Complaints-containing serious allegations shall-be referred to the superintendent or his/her designee, who shall determine whether an internal or external investigation should be conducted, the nature and scope of the investigation, and-the person/entity responsible for the investigation or follow-up procedures. The person designated to investigate the complaint shall report the outcome of the matter to the appropriate administrator.
- C. The appropriate administrator shall inform the complainant of the outcome of the investigation or follow-up and any corrective measures that were taken, within the confines and limitations of the Minnesota Government Data Practices Act or other applicable law. The superintendent or other appropriate administrator shall be consulted in advance of communication with the complainant and copied on correspondence to the complainant.
- D. The classifications of data (public, private or confidential) related to complaints made pursuant to this policy are governed by applicable provisions of the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act (FERPA).

Legal References: Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13; Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
School District Mission Statement	104	Adopted: 11-16-2017	2-Year

I. PURPOSE

The purpose of this policy is to establish a clear statement of the purpose for which the school district exists.

II. GENERAL STATEMENT OF POLICY

The school board believes that a mission statement should be adopted. The mission statement should reflect the beliefs and values of the district community, should influence any change effort and should be considered when decisions are made. The school board, on behalf of and with extensive participation by the community, should develop a consensus among its members regarding the nature of the enterprise the school board governs, the purposes it serves, the constituencies it should consider, including student representation, and the results it intends to produce.

III. MISSION STATEMENT

The mission of Stillwater Area Public Schools, in partnership with students, family and community, is to develop curious individuals who are active and engaged leaders in an ever-changing world by challenging all students as they travel along their personalized learning pathways.

IV. REVIEW

As part of the strategic planning process, the school board will conduct a comprehensive review of the mission, including the beliefs and values of the community.

Legal References: Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement)



Agenda Item XI. A. B.C.
Date Prepared: February 28, 2020
ISD 834 Board Meeting

Agenda Item: School Board Reports
Meeting Date: March 5, 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 XII.
Date Prepared: February 28, 2020
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: March 5, 2020
Contact Person: School Board Chair

Background:

The meeting will be adjourned to closed session.
