



**Independent School District 834
Video Conference
School Board Business Meeting Agenda – September 10, 2020 6:00 p.m.**

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Oath of Office**
- V. **Superintendent Report**
- VI. **Open Forum**
Fifteen speakers will be allotted three minutes each to speak
- VII. **Consent Agenda**
 - A. Minutes of August 14, 2020 Special Meeting
 - B. Minutes of August 20, 2020 Closed Meeting
 - C. Minutes of August 20, 2020 Business Meeting
 - D. Minutes of August 20, 2020 Closed Meeting
 - E. Disbursement Register August 22 – September 11, 2020
 - F. Human Resources Personnel Report
 - G. Marsh & McLennan Agency - Workers' Compensation Renewal
 - H. Amended Working Groups
- VIII. **Reports**
 - A. Smart restart Fall Planning Update – Interim Superintendent Lansfeldt
 - B. Reimagine Stillwater Schools – Dr. Cherry
 - C. Board Meeting Options – Mr. Perry
- IX. **Action Items**
 - A. Dell Server Contract – Mr. Perry
 - B. Online Learning Coordinators – Dr. Cherry / Interim Superintendent Lansfeldt
- X. **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
- XI. **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: September 1, 2020
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: September 10, 2020

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



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

Agenda Item: Roll Call
Meeting Date: September 10, 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

Tina Riehle, Treasurer

Mike Ptacek, Clerk

Jennifer Pelletier, Director

Liz Weisberg, Director

Malinda Lansfeldt, Interim Superintendent, Ex-Officio

Recommendation:

Board action is not required.



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

Agenda Item: Approval of the Agenda
Meeting Date: September 10, 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:** _____



SCHOOL BOARD MEMBER OATH OF OFFICE

It is an honor that you were selected to guide the education of our community's children. As you recite the oath of office, you assume a tremendous responsibility as a director of our school district with the duties empowered by the Minnesota Legislature. This power puts you and the other members of our school board in the position of being both morally and legally responsible for equitable, quality education of every student in the district.

In carrying out this responsibility, you will be asked to fulfill the roles of vision, structure, accountability, and advocacy. In providing vision, the board, with extensive participation of the community, envisions the community's educational future and then formulates the goals, defines the outcomes and sets the course for the public schools.

To achieve the vision, the board establishes a structure and creates an environment designed to ensure all students the opportunity to attain their maximum potential through a sound organizational framework.

Because as a board we must be accountable to the community, we must ensure a continuous assessment of student achievement and all conditions affecting the education of our children.

As board members, we serve as education's key advocate on behalf of students and our community schools to advance the vision for our schools.

Furthermore, we must strive to work together with the superintendent and staff to lead the district toward fulfilling the vision we have created, fostering excellence for every student in the areas of academic skills and knowledge, citizenship and personal development.

Having signed the acceptance of office and oath of office, I hereby publicly affirm my commitment to the oath of office:

I affirm that I will support the Constitution of the United States and of this state, and that I will discharge faithfully the duties of the office of school board member of Independent School District No. 834 to the best of my judgment and ability.



Agenda Item V.
Date Prepared: September 1, 2020
ISD 834 Board Meeting

Agenda Item: Superintendent Report
Meeting Date: September 10, 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, communications items, informational items and correspondence items worth noting. What is included in this item will vary each meeting depending on the nature of the topics, the school year schedule and time of activities.

Recommendation:

Board action is not required.



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

Agenda Item: Open Forum
Meeting Date: September 10, 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 VII. A.B.C.D.E.F.G.H.
Date Prepared: September 1, 2020
ISD 834 Board Meeting

Agenda Item: Consent Agenda
Meeting Date: September 10, 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 Special Meeting Minutes August 14, 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 August 20, 2020

Contact Person: Mike Ptacek, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.

C. School Board Regular Meeting Minutes August 20, 2020

Contact Person: Mike Ptacek, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.

D. School Board Closed Meeting Minutes August 20, 2020

Contact Person: Mike Ptacek, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.

E. School Board Meeting Disbursement Register August 22 – September 11, 2020

Contact Person: Dale Sundstrom, Interim Executive Director, Finance
A copy of the register has been distributed to board members.

F. 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.

G. Marsh & McLennan Agency - Workers' Compensation Renewal

Contact Person: Dale Sundstrom, Interim Executive Director, Finance
A copy of the insurance agreement and workers' compensation data history is included for your review.

H. Amended Working Groups

Contact Person: Chair Stivland
A copy of the amended committee and working groups 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 H be approved as written, and a copy of the agenda items is attached to the minutes.

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



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
August 14, 2020 – 4:00 p.m. Special Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 4:01 p.m.
- II. **Roll Call:** Present: Sarah Stivland, chair; Mike Ptacek, clerk; Tina Riehle, treasurer; Jennifer Pelletier, director; Liz Weisberg, director
- III. **Approval of the Agenda**

Motion to approve the agenda by Member Riehle; Seconded by: Member Weisberg; Vote: 4 ayes, 1 nay (Pelletier), Motion Carried.

IV. **Consent Agenda**

- A. Human Resources Report
Director Ptacek recognized the retirees.

Motion by Member Ptacek to approve item A; Second by: Member Weisberg; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

V. **Fall 2020-21 District Learning Model Update/ Staffing Needs for 2020-21 School Year due to COVID-19**

Interim Superintendent Lansfeldt shared the MN Safe Learning Plan for 2020-21 and the decision process involved: consider county-level data to determine MDE's Recommended Base Learning Model; consult with health officials to examine local data and consider impact on schools; evaluate our district's ability to implement required and recommended protocols (i.e. staffing, transportation, supplies, protocols, physical distancing); determine the learning model to begin the school year; and monitor community and school-level impact of COVID on a regular basis and adjust if needed.

The MDE recommended base learning model for our county's current data is the Hybrid Learning Model. Most of our neighboring counties are also in the hybrid model (Forrest Lake – in person K-5, hybrid 6-12, Hastings - hybrid K-12, Mahtomedi – hybrid K-12, North St Paul-Maplewood-Oakdale – distance learning K-12, South Washington – hybrid K-12 and White Bear Lake - hybrid K-12. We are currently on the dial for in person learning model for elementary students and the Hybrid Learning Model for secondary students. In meeting with staff of Washington County, they indicated that COVID positive cases for the 5-18 year range for children beginning May 29 were 27 cases and by August 10 there was a cumulative of 292 cases taking into consideration they were not testing children in the beginning of the pandemic. It is 100% affirmative that there will be cases of COVID in our schools. We need to watch the county rates and how we mitigate these cases and ensure we have safe facilities for students/staff/families.

Through the survey sent out to families, 75% of our students have opted for learning on the dial with the possibility of in person two days a week and then in person 5 days per week. 25% of student opted for 100% online. These numbers are typical across the area from what other districts are reporting. 73% of staff members responded to the survey that they are unable to return to in person and hybrid. We are working with 66 staff members to accommodate this, as we have some staff that can fill some of these positions.

If we are able to accommodate all teachers' needs at this time we would need 11 more FTEs. We will do our best to not shift teacher assignments between grade levels, buildings and online. Our on the Dial Staff needs are shown in the table below.

Position(s)	Estimated FTE	Estimated Cost
Classroom teachers	11	\$1,177,000
Custodians (restoration of cut positions)	4	\$254,000
Custodians (increased cleaning/sanitizing)	37	\$1,628,000
Online Learning Principal	1	\$172,000
COVID Nursing Triage	1	\$68,000
Online Family Tech Support	1	\$59,000
Totals	55	\$3,358,000

Other current considerations include some high school courses are only offered online and not in-person at the high school; some are only offered in-person but not online, combining some students from different schools for 100% online learning, and some teachers may need to teach both online and in-person/hybrid

Other staffing needs would be childcare with an estimated staff of 45 at a cost of \$515,000 and food service with an estimated staff of 20 at a cost of \$93,000.

Safety measures will be sent out to families and put on the website. We will continue to collaborate with staff on their safety needs and have worked with SCEA to put these in place.

Next steps will be determining if we can maintain existing program models or if they need to be changed. Also prioritizing staffing to honor our teacher and staff accommodation requests, support our students' and families' online learning needs and ensure we meet all cleaning and sanitizing requirements.

Interim Superintendent Lansfeldt indicated our top priorities right now is to staff the schools and hiring of the custodial staff.

Motion by Member Riehle to approve the 11 teaching positions as requested from administration; Second by Member Weisberg. Vote: 5 ayes, 0 nays. Motion carried unanimously.

Motion to amend by Member Pelletier to approve the 11 teaching positions and add 4 custodians; Second by Member Weisberg. Vote: 5 ayes, 0 nays. Motion carried unanimously.

VI. Adjournment

- A. The meeting adjourned formally at 6:12 p.m.

Respectfully submitted, Mike Ptacek, Clerk



Independent School District 834-Stillwater Area Public Schools
Video Conference
School Board Closed Meeting Minutes
August 20, 2020, 5:00 p.m.

The Open meeting was called to order at 5:00 p.m.

I. Roll Call

Members present: Jennifer Pelletier, Mike Ptacek, Tina Riehle, Sarah Stivland, Liz Weisberg

Others present: Trevor Helmers, Malinda Lansfeldt, Maggie Wallner

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

Motion by: Member Riehle; Second by: Member Weisberg; Vote: 5 ayes, 0 nays, motion carried.

- III. Closed meeting adjourned at p.m. to Open Business meeting.

Motion by: Member Weisberg; Second by: Member Riehle; Vote: 5 ayes, 0 nays, motion carried.

Respectfully submitted by Mike Ptacek, clerk.



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
August 20, 2020 – 6:00 p.m. Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 5:00 p.m.
- II. **Roll Call:** Present: Sarah Stivland, chair; Mike Ptacek, clerk; Tina Riehle, treasurer; Jennifer Pelletier, director; Liz Weisberg, director

*Motion by Member Riehle to move to closed session for the purpose of client privileged information for litigation;
Seconded by: Member Weisberg; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.*

III. **Approval of the Agenda**

Motion to approve the agenda with the removal of action item B by Member Ptacek; seconded by: Member Weisberg; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

IV. **Superintendent Report**

- Stuff the Bus program had a huge impact on families. More than \$30,000 worth of school supplies donated with 124 volunteers. 133 households were impacted. 57% of elementary school students, 22% middle school students, and 20% of high school students received the supplies.
- Fall sport teams were reviewed with the number of students allowed to participate.
- Participated in StoryArc via Zoom with Dr. Cherry this past Sunday.
- Welcomed more than 50 new teachers on Monday morning during New Teacher Workshop with Dr. Cherry.
- Back to School workshop is planned for next week.
- Monday morning of the Back to School Workshop week, the theme for the year is “kindness” with keynote speaker, Kathy Flaminio.
- Today I was inducted into the Stillwater Noon Rotary.

V. **Open Forum**

1. Dr. Josiah Hill, 1124 Macey Way – school reopening plan
2. Andy Weaver, 12184 Parade Ave N – COVID teaching models

VI. **Consent Agenda**

- A. Minutes of August 3, 2020 Special Meeting
- B. Minutes of the August 5, 2020 Special Meeting
- C. Minutes of the August 6, 2020 Regular Meeting
- D. Minutes of August 6, 2020 Closed Meeting
- E. Disbursement Register August 8-21, 2021
- F. Accept Gifts and Donations – July 2020
- G. Two Contracts for Services Between Accurate Home Care and Stillwater Area Public Schools for the 2020-21 School Year for Two Students

Motion by Member Weisberg to approve items A, B, C, D, F, and G; Second by: Member Riehle; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

Motion by Member Ptacek to approve the item E; Second by: Member Pelletier; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

VII. Reports

A. Smart reStart Fall Planning Update

Superintendent Lansfeldt shared the updated data received from Washington County and we are currently on the learning dial for 17.72% which keeps us able to use the hybrid learning model.

Adventure Club, Community Education classes, sports camps, and the Pony Activity Center used our stay safe measures over the summer. Thank all the staff involved with these programs. This gave us a chance to see how things work and we have learned a lot from the summer programming.

The steps we will follow to respond to positive COVID-19 cases were shared. Staff or students who become infected with COVID-19 (whether through the community or within the school) must be isolated at home for 10 days. Close contacts must be quarantined for 14 days. Cases within a group or classroom may require quarantine, including the transition of classes or the entire school to distance learning. Parents will be notified if there is a confirmed case of COVID-19 in their child's class or in the building; the privacy of the infected individual will be maintained. The MN Department of Health (MDE) will be consulted in the event of an outbreak, which is defined as 5% of the total students and school staff absent with Influenza or COVID-19-like illness within a single week. During the event of a class or building closure, students will have access to distance learning. Re-opening of classes or buildings after an outbreak will be determined in consultation with MDE. Will be sending out a handbook to families related to the safety measures.

Dr. Cherry shared all instruction this year will be developed in an online format so we are able to respond to changing circumstances and move quickly between models. Asking everyone to be flexible and adaptable as we fluctuate between learning models. 25% of district students have opted for a 100% online learning, but all students will have online learning experiences when the district is in the hybrid model. All instruction will be delivered in an online format to make it easier for students, staff and families to go between the models. The new and improved distance learning is called, Distance Learning 2.0. This will provide students with both virtual, face to face engagement and independent learning time. We will be offering an improved online experience whether learning on the dial or 100% online. Distance learning will look much different than it did this spring. It offers a more personal connection, higher levels of engagement, improved consistency and better communication than what was provided this spring.

District-wide staff planning will be provided August 24-27 and the week of August 31. The all staff "Welcome Back" is scheduled for August 31; and September 3 is set for the all staff "Welcome Back to School Workshop."

Mr. Perry shared information with the online student experience for elementary students. They will start with daily login and open SeeSaw, view Loom video greeting from teacher, participate in a live morning meeting on Google Meet. Students can record audio, video, draw, or type assignments and turn them in through SeeSaw.

For the middle school, high school and ALC students they will start with login and open Schoology, view assignments by section, watch flipped videos on lessons, participate in online discussions, join Google Meet groups and submit assignments electronically through Schoology.

Each child will need access to a computer (with a webcam if possible) and internet service. They will also need access to their stillwaterschools.org account and a quiet place to work or the use of a headset. A website with tutorials in one location will be sent out to all families. We are hoping to have an online staff technician to provide live support. We have a lot of resources to help families who need a computer or internet. Help will be provided to each family to ensure they are able to participate in distance learning.

Mr. Lee shared the Special Education Distance Learning plan. Services and support will be provided as outlined in students Individualized Education Plan. The instructional staff is working with the students and families to ensure opportunities for social and academic instruction in multi-modal formats, including: virtual small groups, individual

teacher-student check-ins, live streaming and prerecorded instruction, and independent practice. There will be increased synchronous learning activities and instruction as well as flexible scheduling of instruction to meet family schedules. There will be increased access to school-based behavioral, social and therapeutic supports and enhanced assessment and evaluation systems.

Interim Superintendent Lansfeldt shared information for the Spanish Immersion and the GATE (Gifted and Talented Education) programs. For Spanish Immersion, some multiage classrooms are necessary to accommodate both On the Dial and 100% online learners. All Spanish Immersion students will be taught by immersion teachers and programming is focused on the instructional needs of students by grade level. Administration will be requesting one more Spanish Immersion teacher for this program.

For the GATE program all 4-5 grade GATE students will be taught by their GATE teachers either in-person or virtually. Students in the 6-8 grade math program will have their math class taught by their teacher virtually. Ready, Set, Go Conferences will be held for GATE students in grades 4-5 on September 8-11. GATE students in grades 4-5 will follow middle school "On the Dial" programming.

Principal Gorde shared the programming needs and uniqueness of offering an immersion program that is transitioning from 2nd to 3rd grade. Working on an online version of Spanish Immersion and to have the hybrid option we are somewhat limited to the 8 staff members. Challenge comes in the 3rd grade program. Request to look for ways to support our 3rd grade cohort in the immersion.

Pre-school will be in a hybrid model in school 2 days per week. Ms. Salman shared we have been in communication with families and they want a full day model for their child. This week families have been notified whether they are in Group A or B. If space allows, we're developing potential options for childcare or "play days" on the three days they are not in school. Preschool families will receive additional information next week.

Ms. Salman also reported Community Education, activities and athletics will continue as long as we are able to comply with the parameters provided by MDE, MDH and the Minnesota State High School League. If the district is in distance learning then we would not be providing these programs and activities in person but if possible could do an online version.

Childcare options were reviewed. If we are in-person learning, before and after school childcare is available for a fee. When we are in hybrid learning model, childcare is provided at no cost during regular school hours for children of Tier 1 essential workers (grades K through age 12) during days they are not attending class in-person. Additional before and after school childcare is available for a fee. If we are in a distance learning model childcare is provided at no cost during regular school hours for Tier 1 essential workers (grades K through age 12). Additionally before and after school childcare is available for a fee. Please register even if you registered last spring. MDE guidance indicates that school age children of essential workers in extreme circumstances that are working outside the home will receive free child care. If one parent/guardian is at home, then the mandate is that we would provide care, however it would be at a cost. Information will be going out to families.

Interim Superintendent Lansfeldt reported that if a teacher needs accommodations due to health concerns we will be able to assign them to an online classroom (35 teachers). We are looking at opening up Oak Park for these teachers. There is also an additional space need for our elementary specialist teachers.

Ms. Moen shared information on substitutes as she has worked with Teachers on Call and requested we reserve 15 teachers dedicated to Stillwater. Five focused on elementary, 5 for secondary and requesting 2 subs licensed with Special Ed district wide. We would have 3 substitutes assigned specifically to the high school to ensure we have floats to cover any classes that need coverage. All the subs will be licensed, however the 15 subs know they may be used as a teacher or a para so we have the flexibility to move them around. These 15 are dedicated for September and determine if there is a need to adjust going forward.

Interim Superintendent Lansfeldt reviewed the staffing needs: a COVID Nursing Triage-\$68,000, an Online Family/Staff Tech Support-\$59,000, a revised request for 29 Custodians (increased cleaning/sanitizing)-\$1,276,000, a Spanish Immersion Teacher-\$107,000, and 3 Paras (SAHS supervision)-\$86,500. Administration will be asking for approval of the pending and new requests.

Child Care costs are not taken from the general fund. She estimated needing 45 staff at a cost of \$515,000. There may need to shift funds to cover the impact of COVID. The hope is to be able to use some of the current paras to help out with child care therefore this estimated cost could be much less.

Food Service is looking at an extra 20 staff at a cost of \$93,000 and this cost will come out of the food service fund.

The budget impact is only a projection at this time. We have auditors still reviewing our budgets.

Estimated Unassigned Fund Balance 7/1/20	\$ 9,600,000.00
New Revenue (GEER & ESSER)	\$ 2,598,074.00
Total New COVID-19 Related Costs	-\$ 4,874,727.00
Estimated Unassigned Fund Balance 06/30/21	\$ 7,323,347.00
Remaining Allowance for Unknown Budget Adjustment	\$ 1,392,072.00

Next steps will be the request of the pending and new requests.

B. Reimagine Stillwater Schools

Dr. Jennifer Cherry reported that the District Cultural Liaison has been hired and she introduced Cornelius Rish. He started work Tuesday. Mr. Rish has a strong background in education and equity work. He is already connecting with students and families in our district.

We are providing numerous culturally responsive professional development opportunities. These are online modules with some synchronous sessions. 80 SCEA teachers participated on August 11 and 12 in a professional growth and development course that was provided by Education MN competency learning modules. Through collaboration we continue on the improvement of our practice. See All, Serve All, Support All.

VIII. Action Items

A. Allina Clinical Services Agreement for Therapy Services

Mr. Lee reported at the last board meeting the district's clinical services agreement for therapy services provided by Allina Health System. This contract provides students with an identified physical therapy need access to therapists. The majority of students who receive these services are in the district's birth to three year old early childhood special education program. Requesting approval of the contract for the 2020-21 school year.

*Motion by: Member Ptacek to approve the Allina Clinical Services agreement for therapies for the 2020-21 school year;
Second by: Member Weisberg; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.*

B. Contract - Servers

Removed from agenda due to the lack of a contract availability prior to meeting for preview and consideration.

C. Amended Transportation Contract

Chair Stivland shared that due to COVID an amended agreement with the transportation company Minnesota Central, the transportation vendor in place during the 2019-2020 school year, was signed in March 2020. That contract did not come before the board for approval therefore it was not valid. Legal counsel helped negotiate and process this into a valid contract. As part of the contract, the district agreed to pay 82% of the contracted rates for

2020-21 to continue paying bus drivers and transportation staff throughout the school closures resulting from the pandemic last spring.

Motion by: Member Riehle to approve the amended transportation contract; Second by Member Pelletier; Vote: 4 ayes; 1 nay (Weisberg), Motion Carried.

D. Staffing needs for the 2020-21 School Year Due to COVID-19

Recommend for approval the pending and new positions for staffing for the on the dial needs for the 2020-21 school year.

Motion by: Member Weisberg to approve the new and pending positions presented: 1 COVID Nursing Triage, 1 Online Family/Staff Tech Support, 29 Custodians, 1 Spanish Immersion Teacher, 3 Paras (SAHS supervision), 45 Child Care positions and 20 Food Service positions; Second by Member Ptacek; Vote: 5 ayes; 0 nays. Motion Carried Unanimously.

IX. Board Reports

A. Board Chair Report – Thank you to everyone in the district for making learning excellent this year for the students.

B. Working Group Reports

1. Community Engagement – The expected roll out date for the new website is December.
2. Finance and Operations - Met this morning. Discussed special Ed contracts. Took a deep dive into the budget areas for the COVID relief funding and staffing. Discussed the contract on the server.
3. Legislative – Attended the last three Wednesday MSBA summer conference series.
4. Policy – No meeting until we have a full board and reorganize the committees.

C. Member Reports:

Director Pelletier – Thank staff and public for their input. Kindness is the theme for this year. Let's lead by example.

X. Adjournment

A. The meeting adjourned formally to a closed session at 8:59 p.m under Minnesota Statute §13D.03(b) for the purpose of negotiations.

Motion by: Member Stivland to adjourn to a closed session under MN Statute 13D.03(b) for the purpose of negotiations; Second by Member: Riehle; Vote: 5 ayes; 0 nays, Motion Carried Unanimously.

Respectfully submitted, Mike Ptacek, Clerk



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
School Board Closed Meeting Minutes
August 20, 2020

The Open meeting was called to order at 5:00 p.m.

- I. The Board adjourned to closed session at 8:59 p.m. pursuant to Minnesota Statute §13D.03(b) to discuss negotiations.

Motion by: Member Stivland; Second by: Member Riehle; Vote: 5 ayes, 0 nays, motion carried unanimously.

- II. Roll Call

Members present: Jennifer Pelletier, Mike Ptacek, Tina Riehle, Sarah Stivland, Liz Weisberg

Others present: Malinda Landsfeldt, Cathy Moen, Dale Sandstrom, Dr. Jennifer Cherry

- III. Closed meeting adjourned to open meeting at 10:17 p.m.

Motion by: Member Riehle; Second by: Member Stivland; Vote: 5 ayes, 0 nays, motion carried unanimously.

Respectfully submitted, Mike Ptacek, Clerk

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

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Adkins, Romelle	Resignation	Cafeteria 4.0 hr/day Mahtomedi High School	Cafeteria	August 10, 2020
Berglund, Denise	Resignation	Health Paraprofessional 6.5 hr/day Stillwater Area High School	SCPA	August 31, 2020
Bibeau, Catherine	Retirement (30 years)	Community Education Pre-School Assistant 3.75 hr/day Early Childhood Family Center	CE Leads & Asst	August 27, 2020
Fierro Westberg, Melinda	Resignation	Coordinator - Learning & Innovation - Assessment Central Services	CSS	August 18, 2020
Fink, Heidi	Resignation	Paraprofessional 6.5 hr/day Oak-Land Middle School	SCPA	August 27, 2020
Flug, Joelle	Resignation	Paraprofessional 6.0 hr/day Lily Lake Elementary School	SCPA	August 31, 2020
Gore, Jessica	Resignation	.6 FTE Speech Pathologist Lily Lake Elementary	SCEA	July 9, 2020
Griffin, Jacqueline	Resignation	Community Education Pre-School Assistant 27 hr/week Lake Elmo Elementary School	CE Leads & Asst	August 27, 2020
Gulbrandsen, Ann	Resignation	Community Education Pre-School Assistant 27 hr/week Early Childhood Family Center	CE Leads & Asst	August 27, 2020
Hagen, Sandy	Retirement (12 years)	Community Education Pre-School Assistant 3.0 hr/day Early Childhood Family Center	CE Leads & Asst	August 19, 2020
Howe, Sarah	Resignation	1.0 FTE Elementary Teacher Stonebridge Elementary	SCEA	August 11, 2020
Johnson, Emily	Resignation	Paraprofessional 5.0 hr/day Stillwater Area High School	SCPA	August 7, 2020
Millar, Sandra	Retirement (4 years)	Paraprofessional 12 hr/week Early Childhood Family Center	SCPA	August 18, 2020
Sawyer, Zach	Resignation	1.0 FTE Orchestra Teacher Stillwater Area High School	SCEA	August 17, 2020
Stanton, Elizabeth	Resignation	Early Childhood Teacher, 1048 hours Early Childhood Family Center	SCEA	August 18, 2020
Williams, Alma	Resignation	Paraprofessional 6.0 hr/day Lily Lake Elementary School	SCPA	September 7, 2020

HIRES/REHIRE

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Asiedu, Alexcia	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	June 19, 2020-July 31, 2020
Breucop De Flores, Silva (rehire)	Paraprofessional 5.9 hrs/day Lake Elmo Elementary	\$16.12 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Burgess, Kaitlyn	1.0 FTE Science Teacher Oak-Land Middle School	\$43,728.00	COVID Staffing	SCEA	August 31, 2020 - June 7, 2021
Davis, Dominic	Paraprofessional 7.5 hrs/day Lake Elmo Elementary	\$16.12 / hour	Replacement	SCPA	August 24, 2020
Gallagher, Abigail	1.0 FTE Special Education Stillwater Middle School	\$43,728.00	2020-2021 Staffing	SCEA	August 18, 2020
Hansen, Catherine (rehire)	1.0 FTE Elementary Education Teacher Rutherford Elementary	\$55,316.00	2020-2021 Staffing	SCEA	August 24, 2020
Henke, Meridith	1.0 FTE Speech Pathologist Afton-Lakeland Elementary	\$50,361	2020-2021 Staffing	SCEA	August 18, 2020
Jones, Gerard (rehire)	.2 FTE Orchestra Teacher Stillwater Area High School	\$86,241.00	Replacement	SCEA	August 24, 2020 - November 10, 2020
Klein, Heather	1.0 FTE Math Teacher Stillwater Middle School	\$76,329.00	COVID Staffing	SCEA	September 1, 2020 - June 7, 2021
Kohanek, Deanna	Paraprofessional 6.0 hrs/day Lily Lake Elementary School	\$16.31 / hour	Replacement	SCPA	August 24, 2020
Langenohl, Kate (rehire)	Health Care Specialist, 6.5 hrs/day Afton-Lakeland & Brookview Elementary	\$31.84 / hour	Replacement	CSS	August 28, 2020 - June 2, 2021
Lea, Amanda	1.0 FTE Immersion Teacher Lake Elmo Elementary	~~\$53~~ \$3,286.00	COVID Staffing	SCEA	August 31, 2020 - June 7, 2021

Meath, Alexandria	Health Paraprofessional 6.5 hrs/day Afton-Lakeland Elementary	\$16.31 / hour	Replacement	SCPA	August 24, 2020
Morrissey, Melissa	1.0 FTE Math Teacher Oak-Land Middle School	\$55,330.00	COVID Staffing	SCEA	August 31, 2020
Nielsen, Birgitte (rehire)	.8 FTE Media Specialist Afton-Lakeland & Stonebridge Elementary	\$50,361	2020-2021 Staffing	SCEA	August 24, 2020 - June 7, 2021
Noack, Dana	Paraprofessional 6.0 hrs/day Oak-Land Middle School	\$16.50 / hour	Replacement	SCPA	August 24, 2020
Rodriguez, Marcos (rehire)	Paraprofessional 6.5 hrs/day Oak-Land Middle School	\$16.12 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Roen, Marissa	1.0 FTE Long Term Sub English Teacher Oak-Land Middle School	\$43,728.00	Replacement	SCEA	August 18, 2020 - June 7, 2020
Sindt, Brenna	Community Education Assistant 7.0 hr/week Afton-Lakeland Elementary School	\$15.00 / hour	Replacement	CE Leads & Asst	September 8, 2020
Tacheny, Jacqueline (rehire)	Paraprofessional 7.0 hrs/day Lake Elmo Elementary	\$18.14 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Taylor, Samantha	Testing Technician, 600 hours/year District Wide	\$17.95 / hour	Replacement	Tech Support	August 19, 2020
Tocko, Joseph	Custodian, Lvl IV, 8.0 hrs/day Oak-Land Middle School	\$21.91 / hour	Replacement	Custodial	August 20, 2020
Toft, Jacob	1.0 FTE Social Studies Teacher Oak-Land Middle School	\$43,728.00	COVID Staffing	SCEA	August 31, 2020 - June 7, 2021
Varichak, Nicholas	1.0 FTE Physical Education Teacher Oak-Land Middle School	\$43,728.00	Replacement & COVID Staffing	SCEA	August 18, 2020
Wight, Sydney	Paraprofessional 6.0 hrs/day Lake Elmo Elementary	\$16.12 / hour	Replacement	SCPA	August 24, 2020

LEAVES OF ABSENCE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Sutliff, Sabrina	Approve	.9 FTE Art Teacher Brookview & Lily Lake Elementary	SCEA	September 1, 2020 - June 7, 2021

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Bader, Moncia	Community Education Assistant 27 hrs/week Stonebridge Elementary School	Community Education Assistant 14 hrs/week Rutherford Elementary School	2020-2021 Staffing	CE Leads & Asst	September 14, 2020
Boucher-Collins, Brenna	Community Education Assistant 27 hrs/week Stonebridge Elementary School	Community Education Assistant 28 hrs/week Stonebridge Elementary School	2020-2021 Staffing	SCPA	September 14, 2020
Emamu, Meliha	Community Education Assistant 27 hrs/week Brookview Elementary School	Community Education Assistant 18 hrs/week Brookview Elementary School	2020-2021 Staffing	CE Leads & Asst	September 14, 2020
Enriques, Yvette	Paraprofessional 6.9 hrs/day Lake Elmo Elementary School	Paraprofessional 7.0 hrs/day Lake Elmo Elementary School	Replacement	SCPA	August 24, 2020
Johnson, Samantha	District Receptionist, 8.0 hrs/day Central Services	Secretary, Secondary Asst. Principal, 8.0 hrs/day Stillwater Area High School	Replacement	Tech Support	August 17, 2020
Kogl, Wendy	Community Education Assistant 20 hrs/week Brookview Elementary School	Community Education Assistant 18 hrs/week Brookview Elementary School	2020-2021 Staffing	CE Leads & Asst	September 14, 2020
Neely, Megan	.9 FTE Speech Pathologist Lake Elmo Elementary	1.0 FTE Speech Pathologist Stillwater Middle & Stillwater Area High School	Replacement	SCEA	August 24, 2020
Nielsen, Amy	Clerk - Activites Office & Office Clerk, 5.0 hrs/day Oak-Land Middle & Stillwater Area High School	Secretary, Due Process & Counselors, 7.75 hrs/day Oak-Land Middle School	Replacement	Tech Support	August 24, 2020
Rish, Cornelius	1.0 FTE Social Studies Teacher Stillwater Area High School	1.0 FTE Cultural Liaison Stillwater Area High School	Board Approved Position	SCEA	August 18, 2020
Slayton, Tracey	Secretary, Due Process & Counselors, 7.75 hrs/day Oak-Land Middle School	Secretary, Elementary Building, 6.0 hrs/day Brookview Elementary	Replacement	Tech Support	August 31, 2020
Stoddart, Ben	.4 FTE Science Teacher Stillwater Middle School	1.0 FTE Science Teacher Stillwater Middle School	COVID Staffing	SCEA	August 24, 2020
Taft, Granger	.4 FTE English Teacher Stillwater Area High School	1.0 FTE English Teacher Stillwater Area High School	COVID Staffing	SCEA	August 20, 2020
Wesibrod, Daniel	Casual Grounds Custodian District Wide	Floating Custodian, Lvl VI, 8.0 hrs/day District Wide	Replacement	Custodial	August 31, 2020

ADDITIONAL ASSIGNMENTS

NAME	Position	Reason	Group	EFFECTIVE DATE
Berres, Lisa	Community Education Assistant 20 hrs/week Lily Lake Elementary School	Student Need	CE Leads & Asst	September 14, 2020
Mogren, Lori	Due Process Clerical Brookview Elementary School	Student Need	Tech Support	August 31, 2020



Agenda Item: VII. G.
Date Prepared: August 17, 2020
ISD 834 Board Meeting

Consent Agenda Item: Marsh & McLennan Agency – Workers’ Compensation Renewal

Meeting Date: September 10, 2020

Contact Person: Dale Sundstrom, Interim Executive Director of Finance and Operations

Summary:

The Minnesota Workers’ Compensation Law states that all employers are required to purchase workers’ compensation insurance or become self-insured. This is often referred to as “mandatory coverage.” Employers risk being fined by the Department of Labor and Industry for failing to provide workers’ compensation insurance for their employees, regardless of whether an injury has occurred.

Administration recommends that the board approve the Workers’ Compensation Renewal along with the agency fee provided by Marsh & McLennan for 2020-2021.

A copy of the insurance agreement and workers’ compensation data history was provided

Recommendation:

Approval of the Consent Agenda will be requested.

Stillwater ISD #834

Business Insurance Proposal

Presented By: John Siffert

Presented On: 08/13/20

Policy Term: WC 10/04/20 to 10/04/21

Volunteer Accident 10/1/20 to 10/1/21

Proposal Expires On: 10/04/20

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- Terrorism Risk Insurance Coverage
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SERVICE TEAMS

- Risk Prevention Service Team

Workers' Compensation – 1st Yr of 2 Year Retention

EMPLOYER'S LIABILITY:

Bodily Injury by Accident:	Each Accident	\$500,000
Bodily Injury by Disease:	Per Policy	\$500,000
Bodily Injury by Disease:	Each Employee	\$500,000

STATES:

MN

Includes: Other States Coverage except Monopolistic States

SCHEDULE OF OPERATIONS:

STATE	CODE	CLASSIFICATION	19-20 PAYROLL	20-21 PAYROLL	19-20 RATE	20-21 RATE	PREMIUM
MN	8868	Professional Employees	\$58,931,951	\$60,405,250	0.55	0.59	\$356,391
MN	9101	All other Employees	\$3,543,297	\$3,631,879	5.19	5.42	\$196,848
MN	7382	Bus: All other Employees	If Any	If Any	5.49	5.68	\$0
Manual Premium							\$553,239
Increased Limit Factor							4,426
Experience Mod (0.99)							-5,577
Schedule Credit (24%)							-132,501
Premium Discount							-44,758
Expense Constant							205
Terrorism							6,404
Estimated Annual Premium							381,438
MN Special Compensation Fund Assessment							16,737
*Total Estimated Cost							\$398,175

* This Workers' Compensation policy is subject to an annual audit. The final premium is determined after the audit has been completed.

POLICY TERM	EXPERIENCE MOD.
2020-2021	0.99
2019-2020	0.92
2018-2019	0.82
2017-2018	1.03
2016-2017	1.14

Workers' Compensation – SFM 1st Yr of 2 Year Retention (Continued)

FIRST YEAR OF A TWO YEAR RETENTION PLAN

SFM Mutual Insurance Company agrees to accept a stated percentage (Retention Factor) of the final audited discounted premium as its fee for administering and servicing the plan. A percentage fee (Loss Conversion factor) is also applied to all incurred claims. In addition, a tax multiplier will be applied to the total of the administration fee and converted losses. The difference of this and the 2 year audited discounted premiums or maximum premium will either be charged or returned to the Insured or SFM Mutual Insurance Company, as the case may be, within thirty (30) days after the calculations described below are made and delivered in writing to the Insured.

Losses will be valued nine (9) months after policy expiration of the second policy period, and will include a loading for loss development, with the initial calculation being run as soon as practical. All subsequent calculations will be made approximately twelve (12) months after the initial calculation.

This plan is a "Losses to Completion" type plan, thus all reductions, as well as increases in reserves for the policy year, will be considered at each successive calculation. The maximum premium charged to an Insured will not exceed 100% of the combined 2 year audited discounted premiums. Any successive calculation can be considered as a "Final" calculation if it is mutually agreed upon by SFM Mutual Insurance Company and the Insured.

Returns are not payable under the Retention Plan if:

1. The policy is canceled for any reason other than retiring from business.
2. Proper records are not available for determination of the final audited discounted premium.
3. Final audited discounted premiums are less than \$25,000.

Total Estimated "Annual" Premium: \$375,034

Retention Factor: **0.34** Loss Conversion Factor: 1.15 Tax Multiplier: 1.055

Maximum Premium: 100% of the 2 year audited discounted premiums

Minimum premium: 90% of the 2 year audited discounted premium.

The retention plan applies to the following state(s): Minnesota and is based on premium before the charge for Terrorism and for other state specific fees and assessments.

Workers' Compensation – SFM 1st Yr of 2 Year Retention (Continued)

Two Year Retention Plan Exhibit

Based upon an Estimated Annual Discounted Premium of **\$375,034**

Retention Factor 0.34 Premium	Loss Ratio	Losses	Loss Conversion Factor 1.150	Tax Multiplier 1.055	Estimated Estimated Retention Premium
127,512	0.446	167,324	192,423	319,935	337,531
	0.450	168,765	194,080	321,592	339,280
	0.500	187,517	215,645	343,157	362,031
	0.529	198,235	227,970	355,482	375,034 MAXIMUM

This exhibit is based on just one year of the retention information. The actual retention calculation will include both the first and second years. Losses in actual retention calculation will include a loading for loss development.

The retention plan applies to the following state(s): Minnesota and is based on premium before the charge for Terrorism and for other state specific fees and assessments.

Workers' Compensation (Continued)

- The Minnesota Department of Commerce approved the 2013 Minnesota Ratemaking Report **effective April 1, 2014**. Formula increases in the minimum and maximum individual weekly remuneration for executive officers, partners, sole proprietors and members/owners of limited liability companies will be phased in over the next three years. The intent is to gradually align MWCIA and Minnesota ratings with NCCI ratings in other states.
 - **Effective January 1st, 2020** the maximum annual remuneration for executive officers, partners, sole proprietors and members/owners of limited liability companies increases from \$224,016 to **\$231,296**. Minimum annual remuneration will also increase from \$56,004 to **\$57,824**.

NOTATIONS:

- Workers' Compensation quotation contemplates exposures in the states listed above. Some carriers are not licensed in all states. Therefore, you must notify us if you have any operations or plan to hire any employees to work in states other than those listed above.
- If a closely held corporation with less than 22,880 total payroll hours (equivalent to 11 full-time employees), coverage is excluded and the owners must elect coverage.
- Beginning January 1, 2003, the information page on your Workers' Compensation policy will show a surcharge for Minnesota's Special Compensation Fund assessments. Until now, the amount of the assessment has been built into your rates and included in the total estimated annual premium amount. New state law does not consider the SCF assessment as premium and requires insurers to take the assessment out of their rate and identify it separately.
 - This new "SCF assessment" line item on your policy information page does not represent a new charge to you.
 - The SCF assessment used to be built into your insurance rate. Now it will be displayed separately.
 - The separately displayed amount should be comparable to what you paid last year, assuming the factors that go into figuring your estimated premium are also comparable.
 - The SCF, administered by the Minnesota Department of Labor and Industry, pays benefits to injured workers of uninsured employers and supplemental benefits to certain low-wage workers. It also pays the cost of operating the state's worker's compensation system, including the Office of Administration Hearings, the Workers' Compensation Court of Appeals and certain department divisions including MN OSHA.
- You may be required under the Workers' Compensation law of your state to include liability for compensation to employees of contractors (or subcontractors) as well as to contractors (or subcontractors) without employees performing work for you. However, this does not apply if the contractor (or subcontractor) has furnished you with a Certificate of Insurance indicating he has Workers' Compensation coverage.

Workers' Compensation (Continued)

Indemnity \$250,000

2019-2020 NUMBER OF VOLUNTEERS	2020-2021 NUMBER OF VOLUNTEERS
150	150

Premium Summary & Comparison

COVERAGE	2019 - 2020 (SFM) EXPIRING PREMIUMS	2020 - 2021 (SFM) PROPOSED RENEWAL PREMIUMS
Workers' Compensation	\$403,400.00 (incl fee)	\$398,175.00 (incl fee)
Terrorism	Included	Included
Annual Premium:	\$403,400.00	\$398,175.00
Volunteer Accident	\$399.00	\$399.00
Total Estimated Annual Premium:	\$403,799.00	\$398,574.00

PAYMENT TERMS & PLANS:

- Direct Bill: SFM
- Agency Bill – Volunteer Accident

Request to Bind Insurance Coverage

Please bind insurance coverage as specifically quoted and identified in this proposal. I understand coverage is ONLY bound when written confirmation is received from the carrier(s).

Signature: _____ Date: _____

Print Name: _____ Title: _____

Direct Bill Payment Terms

Your policy is what we refer to as Direct Bill. This means that you are billed directly by the insurance company, instead of making payments to Marsh & McLennan Agency.

You will receive all future bills from your insurance company, and will make out your checks directly to them.

You will be given a number to call with any billing questions you might have, but you are welcome to call us for help in resolving your billing questions.

PREMIUM DEPOSIT:

We must receive the required deposit premium from you before coverage can be put in force. All future installments under the payment plan will be billed to you even if the policy has not yet been issued. You will be provided with “binders” as proof of coverage once the deposit is paid.

INSTALLMENTS:

Future installments will be billed to you by the insurance company in advance of the day they are due. They should be mailed in time to be received by the insurance company by the due date. It is important that you pay your premiums on time because some carriers are eliminating the existing pay plan if there are too many late payments.

ENDORSEMENTS (POLICY CHANGES):

For most policy changes, you will not be billed until the change (endorsement) is processed by the insurance company. Then, depending on the insurance company and the amount, it will either be due in thirty (30) days, or split out over your remaining installments. If you have problems understanding the bill, call us.

AUDITS:

Certain policies (usually Workers' Compensation and General Liability) are auditable policies. This means that the premium you are charged throughout the year is based on the estimates of payroll, sales, etc. that were included on the application. After the policy period ends, you will be contacted by someone representing the insurance company to do an audit of your actual payroll or sales figures.

These audited figures are used to re-figure your premium. You may either owe additional premium or have money coming back. Audit billings are usually due immediately. Audits should be reviewed in detail to be sure they are correct. Audits should get prompt attention when you get them. (Make sure to ask for a copy of the auditor's work papers before they leave. This can help you understand an audit and will also help determine if people are included under the correct classification codes.)

We thank you for your business.

Compensation Disclosure & Limitation of Liability

Marsh & McLennan Agency LLC (“MMA”) prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA’s services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA’s engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client’s placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

Compensation Disclosure & Limitation of Liability

- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/resource/compensation-guide-for-client.pdf>

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Disclaimer

No coverage is provided by this summary, nor can it be construed to replace any provision of the policy. Refer to the actual policy for complete information on the coverages provided. If there is a conflict between the policy and this summary, the provisions of the policy shall govern.

This proposal contains a brief outline of coverages and not a complete explanation of insurance being presented. It is intended to provide a summary of coverage for your review. Only the policy itself can provide a detailed description of the terms conditions, exclusions and endorsements of coverage. A complete specimen policy form will be made available upon your request. For details of coverage refer to the policy itself when issued. This document is neither a binder nor a legal interpretation of the insurance coverage.

In evaluating your exposures to loss, we are dependent upon information provided by you. You ultimately choose the values elected. If there are any areas that need to be evaluated prior to binding coverage, or should any of your exposures change after coverage is bound, such as the beginning of new operations, hiring employees in new states, buying additional property, autos, equipment, etc., please let us know so coverage can be discussed. While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

In order to ensure that your important changes are properly communicated, please contact us as questions arise and or exposure changes occur. We must discuss how they affect your insurance program.

The changes in exposure that have an impact on your insurance program include, but are not limited to, those listed below:

1. Changes to any operation such as expansion to another state, new products, etc.
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements
4. Circumstances which may require an increase in liability insurance limits
5. Any changes to fire or theft protection, such as installation or disconnection of sprinkler system, burglar alarms, etc. This includes alterations to same.
6. Any changes to scheduled equipment such as contractors' equipment, computer equipment, etc.
7. Property, of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises purchased, constructed, or occupied.
9. Any new exposures or plans for foreign travel or operations

Your insurance program will only be as good as the communication between your organization and Marsh & McLennan Agency.

Terrorism Risk Insurance Act

COMPARISON OF THE FEDERAL TERRORISM INSURANCE BACKSTOP LEGISLATION AS OF JANUARY 8, 2015

	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007 (EXPIRED)	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015
TERMINATION	December 31, 2014	December 31, 2020
MAKE-AVAILABLE PROVISION	Must make coverage available for certified acts of terrorism on same terms and conditions as for other covered risks.	No change.
COVERED ACTS	Foreign and domestic terrorism in the US and on US interests abroad. Includes an act of war for workers' compensation policies only.	No change.
CERTIFICATION LEVEL	\$5 million	No change.
CERTIFICATION	Act of terrorism must be certified by the Secretary of Treasury, Attorney General, and the Secretary of State	The Secretary of Treasury must consult with the Secretary of Homeland Security (removes the Secretary of State and Attorney General).
PROGRAM TRIGGER	\$100 million in insured loss in a program year.	Phased in increase starting on January 1, 2016: 2015 - \$100 million 2017 - \$140 million 2019 - \$180 million 2016 - \$120 million 2018 - \$160 million 2020 - \$100 million
COVERED LINES	Commercial property/casualty insurance (including excess insurance, workers' compensation, and directors and officers insurance).	No change.
INSURER DEDUCTIBLE (PERCENT OF DIRECT EARNED PREMIUM)	20%	No change.
FEDERAL REINSURANCE QUOTA SHARE	85%	Phased in decrease starting on January 1, 2016. 2015 – 85% / 15% 2017 – 83% / 17% 2019 – 81% / 19% 2016 – 84% / 16% 2018 – 82% / 18% 2020 – 80% / 20%
INSURANCE INDUSTRY RETENTION FOR MANADATORY RECOUPMENT	\$27.5 billion	Increases the current mandatory recoupment amount of \$27.5 billion by \$2 billion each calendar year until the mandatory recoupment amount reaches \$37.5 billion Once the insurance marketplace aggregate retention amount reaches \$37.5 billion, the Treasury Secretary is to issue a final rule to annually revise the amount so that is equal to the annual average of the sum of insurer deductibles for all insurers participating in the program for the prior three calendar years.
RECOUPMENT AMOUNT	133%	140%
RECOUPMENT TIMING	For acts occurring on or after January 1, 2012, recoupment by September 30, 2017.	For acts occurring on or before December 31, 2017, recoupment by September 30, 2019. For acts occurring in 2018, 35% of amount must be collected by September 30, 2019, and the remainder by September 30, 2024. For acts on or after January 1, 2019, recoupment by September, 30, 2024.
CAP ON LIABILITY	\$100 billion	No change.
TIMING OF CERTIFICATION	Not addressed.	Final rules to be issued by the Secretary of Treasury within nine months of its report to Congress, which will include a certification timeline.
NUCLEAR, BIOLOGICAL, CHEMICAL, AND RADIOLOGICAL (NBCR) TERRORISM	No separate treatment of NBCR terrorism.	No change.
DATA COLLECTION	Not addressed.	Beginning in 2016, requires Treasury to collect data from insurers on terrorism insurance, including premiums and take-up rates.
RISK SPREADING MERCHANISMS	Not addressed.	Advisory committee to encourage development of private market risk spreading mechanisms.
DISCRETIONARY RECOUPMENT	Surcharges to not exceed 3%	No change.

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Best Financial Ratings

COMPANY	A.M. BEST RATING	WEBSITE	RATING DATE
Accident Fund	A XII	www.accidentfund.com	10/31/19
Acuity	A+ XV	www.acuity.com	01/17/19
Affiliated FM Insurance Co.	A+ XV	http://www.affiliatedfm.com	02/28/19
Allied Insurance Group	A+ XV	www.alliedinsurance.com	12/17/19
American Compensation Ins Co. (RTW)	A- XI	www.rtw.com	06/20/19
American Interstate	A IX	www.amerisafe.com	06/04/19
Capitol Indemnity	A IX	www.capitolindemnity.com	10/30/19
Catlin Indemnity	A+ XV	www.xcatlin.com	12/12/19
Chartis / AIG	A XV	http://www.chartisinsurance.com	07/12/19
Chubb	A++ XV	www.chubb.com	12/11/19
Cincinnati Insurance Company	A+ XV	www.cinfin.com	01/30/19
CNA	A XV	www.cnacentral.com	07/11/19
Community Insurance Corporation	Not Rated	www.communityinsurancecorporation.com	N/A
Continental Western/Tri State	A+ XV	www.continentalwestern.com	05/10/19
Crum & Forster	A XIII	http://www.cfins.com/	04/30/19
Dakota Truck Underwriters (member of Dakota Group)	A- VII	www.rascompanies.com	06/13/19
EMC	A XIV	www.emcinsurance.com	06/26/19
Fidelity & Deposit of Maryland	A+ XV	www.zurichna.com	09/25/19
Firemans Fund	A+ XV	www.firemansfund.com	09/05/19
Hanover	A XV	http://hanover.com	06/13/19
Harleysville	A+ XV	www.harleysvillegroup.com	12/17/19
Hartford	A+ XV	www.thehartford.com	08/30/19
Hartford Steam Boiler	A++ X	www.hsb.com	02/07/19
Indiana Insurance (member of Liberty Mutual)	A XV	www.indiana-ins.com	05/30/19
Indiana Lumbermens Mutual	A- VIII	www.ilmgroup.com	04/03/19
Lexington	A XV	http://www.chartisinsurance.com	07/12/19
Liberty Mutual	A XV	http://www.libertymutual.com	05/30/19
Markel	A XV	www.markelcorp.com	12/13/19
Medmarc	A+ XII	www.medmarc.com	09/26/19
OneBeacon	A+ XV	www.onebeacon.com	03/08/19
Pennsylvania Lumbermens Mutual	A- VIII	www.plmins.com	04/03/19
Philadelphia	A++ XV	www.phly.com	12/12/19
QBE	A XV	www.qbena.com	07/05/19
SFM	A-	www.sfmic.com	03/02/20
Society Insurance (WI only)	A- VIII	www.societyinsurance.com	05/08/19
The Travelers	A+ XV	http://travelers.com	11/05/19
United Fire & Casualty (WI)	A XI	www.unitedfiregroup.com	12/12/19
United Heartland (see Accident Fund)			
Virginia Surety	A IX	http://www.thewarrantygroup.com	08/06/19
Wausau (member of Liberty Mutual)	A XV	www.wausau.com	05/30/19
West Bend Mutual Insurance/NSI	A XII	www.wbmutual.com	05/30/19
Western National Insurance	A+ X	www.wnins.com	06/11/19
Westfield Ins. Co.	A XV	www.westfield-cos.com	12/12/19
WRM America Indemnity Company	Not Rated	www.wrnamerica.com	n/a
Zurich	A+ XV	www.zurichna.com	09/25/19

Secure Best's Ratings Scale

A++ and A+	Superior	B and B-	Fair
A and A-	Excellent	C++ and C+	Marginal
B++ and B+	Very Good	C and C-	Weak
		D	Poor

Vulnerable Best's Ratings

Financial Size Category (per million)			
FSC I less than 1	FSC V 10 to 25	FSC IX 250 to 500	FSC XIII 1,250 to 1,500
FSC II 1 to 2	FSC VI 25 to 50	FSC X 500 to 750	FSC XIV 1,500 to 2,000
FSC III 2 to 5	FSC VII 50 to 100	FSC XI 750 to 1,000	FSC XV greater than 2,000
FSC IV 5 to 10	FSC VIII 100 to 250	FSC XII 1,000 to 1,250	

Risk Prevention Service Team

Business Insurance

CONTACT	TITLE	PHONE	FAX	EMAIL
John Siffert	Insurance & Risk Management	763-548-8816	212-948-9164	john.siffert@marshmma.com
Susan Hill	Client Executive	763-746-8290	212-948-9641	susan.hill@marshmma.com

Employee Benefits

CONTACT	TITLE	PHONE	FAX	EMAIL
Amy Diedrich	Producer	763-548-8594	212-948-9160	amy.diedrich@marshmma.com
Greg Palattao	Client Executive	763-746-8230	212-948-9138	greg.palattao@marshmma.com
Tim Hanson	Client Advisor	763-746-8335	212-948-8264	tim.hanson@marshmma.com

Management Liability Group

CONTACT	TITLE	PHONE	FAX	EMAIL
Bjorn Honda	Senior Vice President	763-746-8507	212 948-9653	bjorn.honda@marshmma.com
Seth Spreadbury	Executive Liability Consultant	763-746-8553	212-948-9517	seth.spreadbury@marshmma.com
Jenny Raveling	Manager	763-746-8356	212 701-8518	jenny.raveling@marshmma.com
Sheila McMath	Client Director	763-746-8248	212 948-6439	sheila.mcmath@marshmma.com
Becky Watkins	Client Executive	763-746-8542	212 948-9682	becky.watkins@marshmma.com
Kim Peabody	Client Executive	763-746-8325	212 948-9971	kim.peabody@marshmma.com
Julie Pederson	Client Executive	763-746-8308	212 948-9230	julie.pederson@marshmma.com
Kim Kitchen	Client Executive	763-746-8262	212 948-9234	kim.kitchen@marshmma.com
Lori Sapp	Client Executive	763-746-8275	212 948-9897	lori.sapp@marshmma.com
Kourtni Bidwell	Client Representative	763-746-8530	212 948-9671	kourtni.bidwell@marshmma.com
Sara Seikkula	Client Service Representative	218-623-5774	212 948-6577	sara.seikkula@marshmma.com
Alyssa Hill	Client Service Representative	763-746-8337	212 948-9310	alyssa.hill@marshmma.com
Quinn Nolan	Client Service Representative	763-746-8532	212 948-9324	quinn.nolan@marshmma.com
Tami Suhon	Client Service Representative	763-746-8382	212-701-8547	tami.suhon@marshmma.com

Risk Prevention Service Team

Claims Management

CONTACT	TITLE	PHONE	FAX	EMAIL
Abby Johnson	Claims Manager	763-746-8279	212-948-9249	abby.johnson@marshmma.com
Kerry Evensen	Claims Advocate	763-746-8368	212-701-8537	kerry.evensen@marshmma.com
Cassandra Rudy	Claims Consultant WC	763-746-8263	212-948-9235	cassandra.rudy@marshmma.com
Angela Wheeler	Claims Consultant	763-746-8266	212-948-9141	angela.wheeler@marshmma.com
Kristen Ries	Claims Consultant	763-746-8320	212-948-9957	kristen.ries@marshmma.com
Adam Boydston	Claims Specialist	763-746-8314	972-404-5531	adam.boydston@marshmma.com
Dan Nyberg	Claims Analyst	218-336-1545	212-948-9103	dan.nyberg@marshmma.com
Cyndi Scherzer	Claims Coordinator	763-746-8513	212-948-9659	cyndi.scherzer@marshmma.com
Claims Inbox		763-746-8513	763-548-8994	claims@marshmma.com

Employer Services

CONTACT	TITLE	PHONE	FAX	EMAIL
Dawn Araya	Vice President of Employer Services	763-746-8293	212-948-9643	dawn.araya@marshmma.com

Risk & Safety Consulting

CONTACT	TITLE	PHONE	FAX	EMAIL
Lindsey Hanson	Risk & Safety Consulting Manager	763-548-8862	212-948-9169	lindsey.hanson@marshmma.com
David Rumsey	Senior Risk & Safety Consultant	763-746-8284	212-948-9636	david.rumsey@marshmma.com
John Bestman	Construction Safety Specialist	763-746-8529	212-948-9263	john.bestman@marshmma.com
Mike Music	Risk & Safety Consultant	763-746-8295	212-948-9143	mike.music@marshmma.com
Matthew Palmeri	Risk & Safety Consultant	763-746-8346	212-701-8510	matthew.palmeri@marshmma.com
Shane Collins	Risk & Safety Consultant	763-746-8260	212-948-6575	shane.collins@marshmma.com
Alanna Soukkala	Risk & Safety Consultant	218-623-5878	212-948-9953	alanna.soukkala@marshmma.com
Scott Rief	Risk & Safety Coordinator	763-746-8351		scott.rief@marshmma.com

HR Consulting

CONTACT	TITLE	PHONE	FAX	EMAIL
Stacia Landon	Engagement Consultant	763-746-8354	212-701-8517	stacia.landon@marshmma.com
John Helquist	HR & HM Coordinator	763-746-8348	212-701-8529	john.helquist@marshmma.com
HR Concierge Inbox				consulting.hr@marshmma.com

Risk Prevention Service Team

Health Management

CONTACT	TITLE	PHONE	FAX	EMAIL
Jill O'Brien	HM & HR Consulting Manager	763-746-8510	212-948-9656	jill.obrien@marshmma.com
Courtney Patt	HM Consultant	763-746-8509	212-948-9655	courtney.patt@marshmma.com
Jill Verchota-Luce	HM Consultant	763-746-8349	212-948-8297	jill.verchota-luce@marshmma.com
Erika Tollefson	HM & Engagement Consultant	763-746-8347	212-701-8509	erika.tollefson@marshmma.com
Heidi Orstad	Regional Clinical Consultant	763-746-8372		heidi.orstad@marshmma.com



Marsh & McLennan Agency
6160 Golden Hills Drive
Minneapolis, MN 55416
763.746.8000



STILLWATER #834

WORKERS COMPENSATION DATA

	2014-15		2015-16		2016-17		2017-18		2018-19		2019-20		2020-21		
	SFM	AMOUNT	SFM	AMOUNT	SFM	AMOUNT	SFM	AMOUNT	SFM	AMOUNT	SFM	AMOUNT	SFM	AMOUNT	
Salaries															
8868 Professional	\$ 50,612,606	\$ 369,472	\$ 51,053,187	\$ 372,688	\$ 53,524,673	\$ 374,673	\$ 55,283,257	\$ 359,341	\$57,494,587	\$ 316,220	\$ 58,931,051	\$ 324,126	\$ 60,405,250	\$ 356,391	2.5%
9101 All Others	\$ 3,592,359	\$ 211,590	\$ 2,284,275	\$ 129,518	\$ 3,218,539	\$ 188,928	\$ 3,323,920	\$ 177,497	\$ 3,456,876	\$ 179,412	\$ 3,543,297	\$ 183,897	\$ 3,631,879	\$ 196,848	2.5%
TOTAL	\$ 54,204,965	\$ 581,062	\$ 53,337,462	\$ 502,206	\$ 56,743,212	\$ 563,601	\$ 58,607,177	\$ 536,838	\$60,951,463	\$ 495,632	\$ 62,474,348	\$ 508,023	\$ 64,037,129	\$ 553,239	2.5%
Coverage B	500/500/500	\$ 4,648	500/500/500	\$ 4,018	500/500/500	\$ 4,509	500/500/500	\$ 4,295	500/500/500	\$ 3,965	500/500/500	\$ 4,064	500/500/500	\$ 4,426	
Experience Mod	0.93	\$ (41,000)	1.11	\$ 55,685	1.14	\$ 79,535	1.03	\$ 16,234	0.82	\$ (89,927)	0.92	\$ (40,967)	0.99	\$ (5,577)	7.6%
Schedule Mod		\$ (157,966)		\$ (112,382)		\$ (194,294)		\$ (139,342)		\$ (45,064)		\$ (61,246)		\$ (132,501)	
Premium Discount		\$ (41,047)		\$ (48,142)		\$ (48,574)		\$ (44,582)		\$ (38,545)		\$ (43,661)		\$ (44,758)	
Expense Constant		\$ 205		\$ 205		\$ 205		\$ 205		\$ 205		\$ 205		\$ 205	
Terrorism Risk		\$ 10,841		\$ 10,667		\$ 11,349		\$ 11,721		\$ 12,190		\$ 6,248		\$ 6,404	
Subtotal		\$ 356,743		\$ 412,257		\$ 416,331		\$ 385,369		\$ 338,456		\$ 372,666		\$ 381,438	
Mn Sp Comp Fee		\$ 21,260		\$ 20,465		\$ 24,871		\$ 18,754		\$ 12,696		\$ 14,234		\$ 16,737	
WCRA		\$ 4,199		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
		\$ 394,202		\$ 445,722		\$ 454,202		\$ 410,623		\$ 367,052		\$ 403,405		\$ 398,175	-1.3%
projection retention reduction		\$		\$ 52,648		\$		\$ 48,574		\$		\$ 36,642		\$	37,504
net		\$		\$ (52,648)		\$		\$ (48,574)		\$		\$ (36,642)		\$	(37,504)



SCHOOL BOARD COMMITTEE AMENDED ASSIGNMENTS 2020

School Board Representative to:

Association of Metropolitan School Districts (AMSD)	Mike Ptacek
Community Education Advisory Council	Jen Pelletier
MN State High School League (MSHSL)	Sarah Stivland
Northeast Metro 916	Sarah Stivland
Partnership Plan	Liz Weisberg
Schools for Equity in Education (SEE)	Tina Riehle

School Board Sub-Committees 2020

<i>Finance and Operations</i>	<i>Legislative</i>	<i>Personnel</i>	<i>Policy</i>	<i>Community Engagement</i>
Tina Riehle*	Mike Ptacek*	Tina Riehle*	Mike Ptacek*	Liz Weisberg*
Liz Weisberg	Ben Gilles	Ben Gilles	Sarah Stivland	Jen Pelletier
Jen Pelletier	Tim Brewington	Sarah Stivland	Tim Brewington	Mike Ptacek
*indicates committee chairperson				



Agenda Item: VIII. A.
Date Prepared: September 1, 2020
ISD 834 Board Meeting

Agenda Item: Smart reStart Fall Planning Update
Meeting Date: September 10, 2020
Contact Person: Interim Superintendent Malinda Lansfeldt

Background:

Interim Superintendent Lansfeldt will provide an update on the district's learning model for the 2020-2021 school year.

No Action required.



Agenda Item: VIII. B.
Date Prepared: September 1, 2020
ISD 834 Board Meeting

Agenda Item: Reimagine Stillwater Schools
Meeting Date: September 10, 2020
Contact Person: Dr. Jennifer Cherry

Background:

School district staff is focused on finding solutions to eliminate the achievement and opportunity gap in our schools and ensure ALL students feel welcome, safe and successful.

The board will learn more about the work underway to embed the 9 strategies of Reimagine Minnesota to “See All; Serve All and Support All.”

No Action required.



Agenda Item: VIII. C.
Date Prepared: September 4, 2020
ISD 834 Board Meeting

Agenda Item: Board Meeting Location

Meeting Date: September 10, 2020

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

Background:

Due to the pandemic, the Board has been meeting virtually using Zoom. In considering returning to in person meetings, we are evaluating potential meeting locations and their ability to support healthy distancing.

Location(s): All

Project Name: Board Meeting Locations

Fund: N/A

Amount: N/A

Recommendation:

Information only.



Agenda Item: IX. A.
Date Prepared: September 1, 2020
ISD 834 Board Meeting

Action Agenda Item: Contract - Servers

Meeting Date: September 10, 2020

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

Background: ISD834 currently leases its server environment creating a fixed cost of approximately \$56K/year to maintain a fully licensed and supported system. The current lease expires on November 1, 2020. The District posted a Request for Proposals (RFP) on July 1, 2020 soliciting replacement solutions. Four companies responded to the RFP with a total of 7 solutions.

The District's goal is to bring a response forward that meets current and future server needs for the next 6 years while maintaining current cost assumptions for budgeting purposes. Technically, the District will be expanding its digital repository for permanent records to include publicly recorded meetings and migrating our Directory Services environment responsible for secure authentication within the organization.

Detailed information was presented to the Finance Working Group on July 23rd 2020. A basic overview of the RFP and process was provided to the full Board on August 6th 2020.

Location(s): All

Project Name: On Premise Hyper Converged Virtual Host Servers - upgrade & replace existing environment

Fund: Technology Operations

Amount: \$56,437 per year for 6 years (\$338,615.88)

Recommendation:

A motion and a second to approve the Dell Proposal Option 1 (attached)

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



EXPENDITURE APPROVAL FORM

Fiscal Year 2020-2021

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:** 08/20/20

DESCRIPTION OF REQUEST

Approve lease for replacement server infrastructure per posted RFP and response from Dell.

FINANCIAL IMPACT

\$56,437 per year for 6 years (\$338,615.88)

Budget(s) Impacted:

Is This a One-Time Expenditure?

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

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

- ☐ **Yes** List Source(s): Technology Reserve
- ☒ **No**

PROGRESS MONITORING

Servers will be installed within the next 90 days. Replacement will be scheduled for 6 years (2026).

**STILLWATER INDEPENDENT SCHOOL DISTRICT 834
LEASE PURCHASE SCHEDULE NO. 001-6830604-001
TO MASTER LEASE AGREEMENT NO. 599299-67423**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 599299-67423 ("Agreement") DATED July 6, 2020 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND STILLWATER INDEPENDENT SCHOOL DISTRICT 834 ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: [Dell Inc., One Dell Way, Round Rock, TX 78682]

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
See Exhibit 'A'	See Exhibit 'A'	TBD	70	TBD

Rent is payable: in **Advance**

Payment Period: **Annually**

*The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

<u>Payment Number</u>	<u>Purchase Date</u>	<u>Rent</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price</u>
See Exhibit 'B'					

2. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to:

- (i) purchase the Products for \$1.00 at the end of the Primary Term;
- (ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full; or
- (iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties.

Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

STILLWATER INDEPENDENT SCHOOL DISTRICT 834
"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

DELL FINANCIAL SERVICES L.L.C.
"Lessor"

By: _____

Name: _____

Title: _____

Date: _____

Billing and Schedule Information

Welcome to Dell Financial Services (DFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your DFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit DFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit DFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to USDFSCASHPAYMENTS@dell.com
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to USDFSCASHPAYMENTS@dell.com JPM Swift Code for international wires only: CHASUS33
Payee Information	Dell Financial Services L.L.C. Payment Processing Center Federal Tax ID# 74-2825828	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information

Company Name: Stillwater Independent School District 834

Physical Address (primary location): _____

City, State, Zip: _____

Federal Tax ID: _____

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation**:

Attention: _____ Email Address: _____

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: _____ Title: _____

Telephone Number: _____ Email Address: _____

Would you prefer to sign your documents electronically via Echosign? ☐ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

☐ Cost Center ☐ Equipment Type ☐ Equipment Location ☐ PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how the PO will be issued:

Do you utilize blanket PO's? ☐ Yes ☐ No

Do you use a different PO for payment versus procurement? ☐ Yes ☐ No

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

DFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales representative.

Is board approval necessary? ☐ Yes ☐ No If yes, when are meetings held? _____

Fiscal Year is from _____ to _____

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name: _____

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address: _____

City, State, Zip: _____

County: _____

AP Email Address: _____ AP Direct Telephone Number: _____

Email Address for PDF or Electronic Invoices (if different than AP contact): _____

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name): _____

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO number on the invoice to process payment? ☐ Yes ☐ No

Do you use a different PO number for payment versus procurement? ☐ Yes ☐ No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your DFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both DFS and the product vendor. Certificates intended for Leases should be issued to Dell Financial Services L.L.C., and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to DFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided for each state in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Dell Financial Services
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

LESSOR: Dell Financial Services L.L.C.

LESSEE: Stillwater Independent School District 834

Mailing Address:
ONE DELL WAY
Round Rock, TX 78682

Principal Address:
1875 GREELEY ST S
STILLWATER, MN 55082

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

Lease is noncancelable by Lessee, except as expressly provided in Section 5.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any

reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however,

that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY MN LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN WASHINGTON COUNTY, MN, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed

copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

Stillwater Independent School District 834
"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Dell Financial Services L.L.C.
"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the Agreement and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Dell Financial Services L.L.C. should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the Agreement No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. The Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.

SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of Stillwater Independent School District 834, a MN public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY
(cannot be Clerk/Secretary
authenticating this certificate)

TITLE OF AUTHORIZED
SIGNATORY

SIGNATURE OF AUTHORIZED
SIGNATORY

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 599299-67423 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.
IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

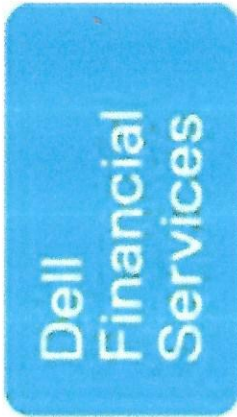
Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)

Date: _____

My commission expires: _____



STILLWATER INDEPENDENT SCHOOL DISTRICT 834
Amortization Schedule
Schedule 001-6830604-001
Exhibit B

Payment #	Opening Balance	RENT	INTEREST	PRINCIPAL	Balance	PURCHASE PRICE
	338,616.08					
DLED*	(35,236.39)				303,379.69	
1	303,379.69	56,436.01	-	56,436.01	246,943.68	246,943.68
2	246,943.68	-	930.68	(930.68)	247,874.36	247,874.36
3	247,874.36	-	934.19	(934.19)	248,808.55	248,808.55
4	248,808.55	-	937.71	(937.71)	249,746.26	249,746.26
5	249,746.26	-	941.24	(941.24)	250,687.50	250,687.50
6	250,687.50	-	944.79	(944.79)	251,632.30	251,632.30
7	251,632.30	-	948.35	(948.35)	252,580.65	252,580.65
8	252,580.65	-	951.93	(951.93)	253,532.58	253,532.58
9	253,532.58	-	955.51	(955.51)	254,488.09	254,488.09
10	254,488.09	-	959.12	(959.12)	255,447.21	255,447.21
11	255,447.21	-	962.73	(962.73)	256,409.94	256,409.94
12	256,409.94	-	966.36	(966.36)	257,376.29	257,376.29
13	257,376.29	56,436.01	970.00	55,466.01	201,910.28	201,910.28
14	201,910.28	-	760.96	(760.96)	202,671.24	202,671.24
15	202,671.24	-	763.83	(763.83)	203,435.07	203,435.07
16	203,435.07	-	766.71	(766.71)	204,201.78	204,201.78
17	204,201.78	-	769.60	(769.60)	204,971.37	204,971.37
18	204,971.37	-	772.50	(772.50)	205,743.87	205,743.87
19	205,743.87	-	775.41	(775.41)	206,519.28	206,519.28
20	206,519.28	-	778.33	(778.33)	207,297.61	207,297.61
21	207,297.61	-	781.26	(781.26)	208,078.87	208,078.87

22	208,078.87	-	784.21	(784.21)	208,863.08	208,863.08
23	208,863.08	-	787.16	(787.16)	209,650.25	209,650.25
24	209,650.25	-	790.13	(790.13)	210,440.38	210,440.38
25	210,440.38	56,436.01	793.11	55,642.90	154,797.47	154,797.47
26	154,797.47	-	583.40	(583.40)	155,380.87	155,380.87
27	155,380.87	-	585.60	(585.60)	155,966.47	155,966.47
28	155,966.47	-	587.81	(587.81)	156,554.28	156,554.28
29	156,554.28	-	590.02	(590.02)	157,144.30	157,144.30
30	157,144.30	-	592.25	(592.25)	157,736.55	157,736.55
31	157,736.55	-	594.48	(594.48)	158,331.03	158,331.03
32	158,331.03	-	596.72	(596.72)	158,927.74	158,927.74
33	158,927.74	-	598.97	(598.97)	159,526.71	159,526.71
34	159,526.71	-	601.22	(601.22)	160,127.94	160,127.94
35	160,127.94	-	603.49	(603.49)	160,731.43	160,731.43
36	160,731.43	-	605.77	(605.77)	161,337.19	161,337.19
37	161,337.19	56,436.01	608.05	55,827.97	105,509.23	105,509.23
38	105,509.23	-	397.64	(397.64)	105,906.87	105,906.87
39	105,906.87	-	399.14	(399.14)	106,306.01	106,306.01
40	106,306.01	-	400.65	(400.65)	106,706.66	106,706.66
42	106,706.66	-	402.16	(402.16)	107,108.82	107,108.82
42	107,108.82	-	403.67	(403.67)	107,512.49	107,512.49
43	107,512.49	-	405.19	(405.19)	107,917.68	107,917.68
44	107,917.68	-	406.72	(406.72)	108,324.40	108,324.40
45	108,324.40	-	408.25	(408.25)	108,732.66	108,732.66
46	108,732.66	-	409.79	(409.79)	109,142.45	109,142.45
47	109,142.45	-	411.34	(411.34)	109,553.78	109,553.78
48	109,553.78	-	412.89	(412.89)	109,966.67	109,966.67
49	109,966.67	56,436.01	414.44	56,021.57	53,945.10	53,945.10
50	53,945.10	-	203.31	(203.31)	54,148.41	54,148.41
51	54,148.41	-	204.07	(204.07)	54,352.48	54,352.48
52	54,352.48	-	204.84	(204.84)	54,557.33	54,557.33
53	54,557.33	-	205.62	(205.62)	54,762.94	54,762.94
54	54,762.94	-	206.39	(206.39)	54,969.33	54,969.33
55	54,969.33	-	207.17	(207.17)	55,176.50	55,176.50

56	55,176.50	-	207.95	(207.95)	55,384.45	55,384.45
57	55,384.45	-	208.73	(208.73)	55,593.18	55,593.18
58	55,593.18	-	209.52	(209.52)	55,802.70	55,802.70
59	55,802.70	-	210.31	(210.31)	56,013.01	56,013.01
60	56,013.01	-	211.10	(211.10)	56,224.12	56,224.12
61	56,224.12	56,436.01	211.90	56,224.12	-	-
62	-	-	-	-	-	-
63	-	-	-	-	-	-
64	-	-	-	-	-	-
65	-	-	-	-	-	-
66	-	-	-	-	-	-
67	-	-	-	-	-	-
68	-	-	-	-	-	-
69	-	-	-	-	-	-
70	-	-	-	-	-	-

* DFS Lease Equipment Discount



Prepared For:

**STILLWATER SCHOOL
DISTRICT 834**

August 20, 2020

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology payment solution. Enclosed is a payment solution for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term:	70
Option:	Finance
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	6 Payments

Quote Number	Product Description	Product Price	Qty	Extended Price	Rate Factor	6 Payments
Multiple	Hyper Converged Virtual Host Server RFP	\$338,616.08	1	\$338,616.08	0.16667	\$56,436.01
Totals:				\$338,616.08		\$56,436.01

Proposal Expiration Date:

September 19, 2020

Payment solutions provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of a payment solution. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, licensing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change. Subject to applicable law and regulations. Restrictions and additional requirements may apply to transactions with governmental or public entities.

End of Term Options:

Finance Lease:

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Additional Information:

LEASE QUOTE: Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.

Zach Barthel

DFS Account Manager

Dell | Financial Services

cell + 651.272.9675

zach.barthel@dell.com



Agenda Item IX. B.
Date Prepared: September 1, 2020
ISD 834 Board Meeting

Action Item: K-12 Online Learning Coordinator
Meeting Date: September 10, 2020
Contact Person: Dr. Jennifer Cherry / Interim Superintendent Malinda Lansfeldt

The K-12 Online Learning Coordinator position is a one-year only position to support our schools through learning and teaching in our “On the Dial” environments this year. It will help support all of the teachers and learners in both the Hybrid A/B and 100% Online Learning environments. This position will help coordinate, organize and facilitate communication and planning across buildings, grade levels, classrooms and families. Because we need to be able to adapt our learning environments “On the Dial” as conditions warrant, we must have alignment between the timing and content of what students are learning regardless of if they are in the Hybrid A/B or 100% Online Learning environment. Additionally, at the elementary level it will help families who selected 100% Online Learning navigate being connected to their student’s originally assigned building and their student’s Online Learning teacher. This one-year only position will be a member of the Learning & Innovation Department and work closely with building principals.

Recommendation

Administration will recommend the approval for the hiring of an Online Learning Coordinator.

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

EXPENDITURE APPROVAL FORM

Fiscal Year 2020-2021

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

REQUESTED BY: Cathy Moen **DATE:** September 4, 2020

DESCRIPTION OF REQUEST

(Please describe in detail. In your description, please explain the consequences if request is not approved.)

Approval of a one year Online Learning Coordinator position for the 2020-21 Fiscal Year to support our schools through learning, and teaching in our "On the Dial" environments this year. This position will help support all of the teachers and learners in both the Hybrid A/B and 100% Online Learning environments, as well as help coordinate, organize and facilitate communication and planning across buildings, grade levels, classrooms and families.

FINANCIAL IMPACT

\$105,000 (Estimated amount based on 10 (of 12) months of an annual cost of an estimated \$126,000 beginning September 2020.

Budget(s) Impacted: Coronavirus Funds (40% or \$42,000) / General Fund -- Board Set Aside Funds for Unforeseen Expenditures (60% or \$63,000)

Is This a One-Time Expenditure?

☒ Yes, once implemented there will be no ongoing costs (unless, with future Board approval, it is determined to continue after the first year)

☐ No, it will need to be funded indefinitely

☐ No, it will need to be funded for Fiscal Years _____

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

☒ Yes List Source(s): Coronavirus Funds Amount: \$63,000

☒ No

PROGRESS MONITORING

When and in what manner will the Board be provided follow-up information/progress monitoring?

This position is expected to end at the end of the 2020-2021 fiscal year. If it is determined that such a position is needed on an on-going basis, it will be brought back to the Board for approval.



Agenda Item X. A. B. C.
Date Prepared: September 1, 2020
ISD 834 Board Meeting

Agenda Item: School Board Reports
Meeting Date: September 10, 2020

Background:

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

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

Recommendation:

Board action is not required.



Agenda Item XI.A.
Date Prepared: September 1, 2020
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: September 10, 2020
Contact Person: School Board Chair

The meeting must formally adjourn.