



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

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Superintendent Report**
- V. **Open Forum**
 Fifteen speakers will be allotted three minutes each to speak
- VI. **Consent Agenda**
 - A. Minutes of July 21, 2020 Closed Meeting
 - B. Minutes of July 23, 2020 Business Meeting
 - C. Minutes of July 30, 2020 Special Meeting
 - D. Disbursement Register July 25 – August 7, 2020
 - E. Human Resources Personnel Report
- VII. **Reports**
 - A. Allina Clinical Services Agreement for Therapy Services – Mr. Paul Lee
 - B. RFPs – Architect – Director Riehle
 - C. RFPs – Servers – Mr. John Perry
 - D. Smart ReStart Fall Planning Update – Superintendent Lansfeldt
 - E. Reimagine Stillwater Schools– Superintendent Lansfeldt / Dr. Cherry
- VIII. **Action Items**
 - A. Final Reading – Policy 903 – Visitors to School District Buildings and Sites – Chair Stivland
 - B. Renewal of District Memberships 2020-21 - Chair Stivland
 - C. Resolution Calling a General Election – Clerk Ptacek
 - D. Resolution Appointing Two School Board Members – Clerk Ptacek
 - E. Resolution Adopting a Base Learning Model for the 2020-21 School Year and Other COVID Related Matters – Superintendent Lansfeldt
 - F. 2020-2021 Revised District Calendar – Superintendent Lansfeldt
- IX. **Board Member Reports**
 - A. Board Chair Report
 - B. Working Group Reports
 - 1. Community Engagement
 - 2. Finance and Operations
 - 3. Legislative
 - 4. Policy
 - C. Board Member Reports
- X. **Adjournment**
 - A. Adjourn

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



Agenda Item I.
Date Prepared: July 30, 2020
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: August 6, 2020

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: July 30, 2020
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: August 6, 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: July 30, 2020
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: August 6, 2020

Background:

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

Recommendation:

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

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



Agenda Item IV.
Date Prepared: June 30, 2020
ISD 834 Board Meeting

Agenda Item: Superintendent Report
Meeting Date: August 6, 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 V.
Date Prepared: July 30, 2020
ISD 834 Board Meeting

Agenda Item: Open Forum
Meeting Date: August 6, 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. Vulgarities, character attacks, malice or specific complaints identifying staff or students by name or implication will not be permitted.

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

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

Recommendation:

This is for informational purposes only.



Agenda Item VI. A.B.C.D.E.
Date Prepared: July 30, 2020
ISD 834 Board Meeting

Agenda Item: Consent Agenda
Meeting Date: August 6, 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 Closed Meeting Minutes July 21, 2020

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

A copy of the minutes is included for your review.

B. School Board Meeting Minutes July 23, 2020

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

A copy of the minutes is included for your review.

C. School Board Special Meeting Minutes July 30, 2020

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

A copy of the minutes is included for your review.

D. School Board Meeting Disbursement Register July 25 – August 7, 2020

Contact Person: Interim Superintendent Lansfeldt

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

E. Human Resources Personnel Report

Contact Person: Cathy Moen, Executive Director of Administrative Services

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

Recommendation:

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

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



Independent School District 834

Video Conference
School Board Closed Meeting Minutes
July 21, 2020

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

I. Roll Call

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

Others present: Malinda Lansfeldt, Trevor Helmers, Pamela Harris, Maggie Wallner

- II. 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: 7 ayes, 0 nays, motion carried.

- III. Closed meeting called to order at 5:02 p.m.

- IV. Closed meeting adjourned at 8:03 p.m.

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

Respectfully submitted by Mike Ptacek, clerk.



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
July 23, 2020 – 6:00 p.m. Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 6:01 p.m.
- II. **Roll Call:** Present: Sarah Stivland, chair; Shelley Pearson, vice chair; Mike Ptacek, clerk; Tina Riehle, treasurer; Mark Burns, director; Jennifer Pelletier, director; Liz Weisberg, director

III. **Approval of the Agenda**

Motion to approve the agenda with the removal of action item F – Amended Transportation Contract-MN Central Bus Co. by Member Ptacek; seconded by: Member Riehle; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

IV. **Superintendent Report**

- Welcome Dr. Jennifer Cherry, new Assistant Superintendent who starts on August 3.
- Governor Waltz has announced face coverings are mandatory. This includes school buildings. The district will provide Pony-branded masks to all staff, as well as face shields. Disposable masks will be provided to students and staff who forget them.
- Acknowledge the staff working hard over the summer with all the changes with reStart.
- Once direction is provided by Governor Waltz on July 30, information on the fall plan will be shared with the community.
- Hiring – reviewing applications for Afton-Lakeland Principal and district cultural liaison positions.
- Possible partnership with Lakeview Hospital during COVID.
- Partnership Plan – working together on what our big “needs” are in the coming year. Appreciate their support.
- MDE and CDC guidelines being met while students are participating in athletic activities, Summer Slice, and Community Ed Classes over the summer.
- Invitation by the Mountain Bike Club this fall to go on a ride with the kids.

V. **Open Forum**

1. Jill Damron, 2117 Dundee Place – Reimagine Stillwater, Policy 413 – Harassment and Violence, two Director appointments, smart reStart plan.
2. Alison Sherman, 10954 Ashley Lane – Concerns with the hiring process and the contract with Center for Effective School Operations involving the finance positions.
3. Dawn Beavers, 3297 Osgood Cv – Thanking all Board members for their service and welcome Interim Superintendent. Push restart button and come together and strive for unity.
4. Kate Niemann, 10481 Penfield Ave – ReImagined Stillwater is important to our school district.

VI. **Consent Agenda**

- A. Minutes of July 9, 2020 Regular Meeting
- B. Minutes of the July 13, 2020 Special Meeting
- C. Minutes of the July 13 2020 Closed Meeting
- D. Disbursement Register July 11 - 24, 2020
- E. Accept Gifts and Donations – June 2020
- F. Human Resources Report
- G. Identify Official with Authority for MDE
- H. Allina Clinical Services Agreement for Therapy Services
- I. Lake Elmo Bus Garage Appraisal

Removal of item H and move to the August 6th Board Meeting.

Motion by Member Pearson to approve items A, B, C, E, F, G, I; Second by: Member Burns; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

Motion by Member Pelletier to approve the consent agenda item D; Second by: Member Weisberg; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

VII. Reports

- A. Second Reading - Policy 903 – Visitors to School District Buildings and Sites
Director Burns presented Policy 903 which will replace Policy R 5.6.1 for a second reading indicating there are no changes from the first meeting. Administration will be directed to work on a procedure to accompany this policy in the near future. Input will be included from principals, employees, students and an advisory group and would be effective in the upcoming school year and before the district handbook is approved next year. This Policy will come for a final reading at the next board meeting.
- B. Smart reStart Fall Planning Update
Superintendent Lansfeldt shared the fall planning for the Smart restart program. We have been directed by MDE to plan for three scenarios: In person, Online and Hybrid. Families can opt into a distance learning model. We must offer distance learning for students who may be medically vulnerable, unable or unwilling to return to school. Child care will be provided for essential workers. It is likely we will change our learning format throughout the year depending on the prevalence of COVID-19. A draft timeline was shared on back to school planning. The Hybrid alternate schedule was reviewed where students attend school in person two days per week and learn from home 3 days per week. 100% online learning is another model where teachers would provide instruction and support while students learn 100% from home. All families will have this option all year long. Schools will be operating at a lower capacity to better allow for social distancing. CDC and MN Dept. of Health guidelines are being followed for safety, face coverings, cleaning and sanitizing to keep our buildings safe. A proposed calendar change is being requested by Administration with a delay for the start of the school year by four days. Within the school year there are grading and professional days for staff. Will take two days from each grading and professional development and move those days to the front of the school year for professional development for staff. November 2, January 19, February 16 and March 26 would be the new student contact days. First days of schools would be Sept. 8 for grades 6 & 9; Sept. 9 for grades 7-8, 10-12, Sept. 10 for grades K-5. Short and long term financial implications were reviewed.
- C. Reimagine Stillwater
Chair Stivland shared that the Board has a role to support the systems and strategies and reflect our value and create the framework on how we work together as a community. Superintendent Lansfeldt apologizes for what happened in the past and indicated we will do better. A lot is happening behind the scenes, not as fast as we'd like, but it's about doing it right and working together. More details in the newsletter coming this week-end. Three areas that come together to support each other are the World's Best Workforce, Achievement and Integration Plan, and Reimagine Minnesota. Presented were the district's equity, diversity and inclusion whereby developing and deepening our systemic EDI practices with students, staff, families, community, and administration. There are immediate, short-term and long-term plans being developed that were shared. Believe in the power of partnerships and will continue to grow these partnerships that involve staff, parents, community and professional groups. We have a commitment to lasting equity and excellence in education for all students: See All, Serve All and Support All. With Reimagine MN helping to support our systems are nine tenants: cultural competence, personalized education, cultural inclusivity, recruitment and retention, student voice, adult behaviors, community bridges, shared understanding and statewide funding. We are not the experts and have not done the job we have wanted to do. We want to partner, refine and improve our policies, have more student voice and relook at our handbooks and what are we doing about harassment and racism.

VIII. Action Items

- A. Resolution Establishing the Procedure and Schedule to Fill Two School Board Vacancies by Appointment

Board Member Ptacek moved the adoption of the following resolution:

WHEREAS, Board members Mark Burns and Shelley Pearson resigned their offices on the School Board effective July 24, 2020; and

WHEREAS, effective July 24, 2020, two vacancies exist on the School Board due to the resignation of Mark Burns and Shelley Pearson; and

WHEREAS, the terms of the vacant positions expire on the first Monday in January, 2023; and

WHEREAS, Minnesota Statutes §123B.09, subd. 5b requires that the vacant School Board positions be filled by appointment by the School Board until a special election is held in conjunction with the next general election.

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

1. The School Board will appoint two individuals to serve on the School Board until a successor is elected by special election at the time of the next general election.
2. The School District will place a statement on the School District's website announcing that two vacancies exist on the School Board and that individuals interested in being considered for appointment may submit an application, which will be available on the website on July 24, 2020.
3. The School Board authorizes the School Board's secretary to accept applications from individuals interested in appointment to the vacant School Board positions beginning on July 24, 2020 at noon and ending on July 31, 2020 at 3:00 p.m.
4. A special School Board meeting shall be held on August 5, 2020 to interview all eligible individuals who have submitted complete applications for the two Board positions, and the Board will identify the applicants to recommend for appointment at the School Board's next regular meeting on August 6, 2020.
5. The appointment to the vacant positions shall be made at the School Board's regular meeting on August 6, 2020 by resolution adopted by a simple majority vote of a quorum of the School Board and entered into the minutes. The appointments shall be effective on the 31st day following the School Board's resolution making the appointment, absent receipt of a valid petition rejecting the appointee in compliance with the requirements under Minnesota Statutes §123B.09, subd. 5b(b).

The motion for the foregoing resolution was seconded by: Member Weisberg

The following voted in favor of the resolution:

Members Burns, Pearson, Pelletier, Ptacek, Riehle, Weisberg, Stivland

The following voted against the resolution: --

WHEREUPON said resolution was duly declared passed and adopted.

B. Resolution Calling Special Election to Fill School Board Vacancies

Board member Ptacek moved the adoption of the following resolution:

WHEREAS, two vacancies exist on the School Board of Independent School District No. 834, Stillwater Area Schools, with both terms expiring the first Monday in January, 2023;

WHEREAS, the vacancies have occurred more than 90 days prior to the first Tuesday after the first Monday in November in the year in which the vacancies occur.


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

1. The clerk shall accept Affidavits of Candidacy for the vacant offices on the school board during the same filing period as applicable to the School District general election.
2. Under Minnesota Statutes § 123B.09, Subd. 5b, it is necessary to hold a special election in conjunction with the general election to elect two individuals to fill the vacant offices for the terms expiring the first Monday in January, 2023.
3. The clerk shall include on the special election ballot the names of the individuals who file or who have filed Affidavits of Candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who timely file affidavits of withdrawal in the manner specified by law.
4. The special election shall be held on the 3rd day of November, 2020. The voting hours at those polling places shall be the same as for the state general election. This date is a uniform election date specified in Minn. Stat. §205A.05.
5. The special election will be held in conjunction with the state primary election, the state general election or the School District primary or general election in an even-numbered year, therefore the precincts and polling places for the special election are those polling places and precincts or parts of precincts located within the boundaries of the School District and which have been established by the cities or towns located in whole or in part within the School District.
6. The clerk is hereby authorized and directed to cause written notice of this special election to be provided to the county auditor of each county in which the School District is located, in whole or in part, at least seventy-four (74) days before the date of the special election. The notice shall include the date of the special election and the office to be voted on at the special election.
7. The clerk is hereby authorized and directed to cause notice of the special election to be posted at the administrative offices of the School District at least ten (10) days before the date of the election.
8. The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the School District at least four (4) days before the date of the special election and to cause two (2) sample ballots to be posted in each polling place or combined polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place or combined polling place shall reflect the offices, candidates and rotation sequence on the ballot used in that polling place.
9. The clerk is hereby authorized and directed to cause notice of the special election to be published in the official newspaper of the School District for two (2) consecutive weeks with the last publication being at least one (1) week before the date of the election.

10. The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place or combined polling place on Election Day.
11. The notice of election posted and published shall state the office to be filled as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.
12. The notice to be posted and published may be combined with the Notice of General Election.
13. The names of candidates to fill the vacancies who have filed an Affidavit of Candidacy must be listed on the ballot under the separate heading "Special Election for School Board Members to fill two vacancies in terms expiring January 3, 2023." Their names must be listed as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.
14. The name of each candidate to fill the vacancy on the school board at the special election shall be rotated with the names of other candidates to fill the vacancy in the manner specified by state law.
15. The ballot shall be in substantially the following form:

**Special Election Ballot
Independent School District No. 834
Stillwater Area Schools
November 3, 2020**

**Special Election
For School Board Members to fill two vacancies
In terms expiring January 3, 2023**

**Instructions to Voters:
To vote, completely fill in the ovals next to your choices like this: **

Vote for up to Two Candidates*

- ☐ Name
- ☐ Name
- ☐ Name
- ☐ Name
- ☐ write-in, if any

*The candidate with the most votes and the candidate with the second most votes will fill the terms of the two vacancies.

16. The School District clerk shall make all Campaign Financial Reports required to be filed with the School District under Minnesota Statutes, Section 211A.02, available on the School District's website. The clerk must post the report on the School District's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The School District must make a report available on the School District's website for four

years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

The motion for the adoption of the foregoing resolution was duly seconded by: Member Weisberg

On a roll call vote the following voted in favor:

Burns, Pearson, Pelletier, Ptacek, Riehle, Weisberg, Stivland

And the following voted against:

Whereupon said resolution was declared duly passed and adopted.

C. Resolution Establishing Dates for Filing Affidavits of Candidacy

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

1. The period for filing affidavits of candidacy for the office of school board member of Independent School District No. 834 shall begin on July 28, 2020 and shall close on August 11, 2020. An affidavit of candidacy must be filed in the office of the school district clerk and the \$2 filing fee paid prior to 5:00 o'clock p.m. on August 11, 2020.
2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in the official newspaper of the district, at least two (2) weeks prior to the first day to file affidavits of candidacy.
3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district at least ten (10) days prior to the first day to file affidavits of candidacy.
4. The notice of said filing dates shall be in substantially the following form:

NOTICE OF FILING DATES FOR SPECIAL ELECTION TO THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO.834
STILLWATER AREA PUBLIC SCHOOLS
STATE OF MINNESOTA

NOTICE IS HEREBY GIVEN that the period for filing affidavits of candidacy for the office of school board member of Independent School District No.834 shall begin on July 28, 2020 and shall close at 5 o'clock p.m. on August 11, 2020.

The general election shall be held on Tuesday, November 3, 2020. At that election, two (2) members will be elected to fill vacant offices for terms expiring January 22, 2023.

Affidavits of Candidacy are available from the school district clerk, at 1875 South Greeley Street, Stillwater, Minnesota. The filing fee for this office is \$2.00. A candidate for this office must be an eligible voter, must be 21 years of age or more on assuming office, must have been a resident of the school district from which the candidate seeks election for thirty (30) days before the general election, and must have no other affidavit on file for any other office at the same primary or next ensuing general election.

The affidavits of candidacy must be filed in the office of the school district clerk and the filing fee paid prior to 5 o'clock p.m. on August 11, 2020.

BY ORDER OF THE SCHOOL BOARD
Mr. Mike Ptacek
School District Clerk

Motion by: Member Weisberg to approve the resolution calling for a special election to fill school board vacancies with the change in the date for the term expiring from January 22 to January 2, 2023; Second by: Member Riehle; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

D. District Handbook

Ms. Keister presented that the district is required to inform parents/guardians of district policies, required notices, and student/parent rights and responsibilities which is included in the District Handbook. The district handbook contains summaries of the various required notices, as well as an overview and links to relevant school board-approved policies. The handbook is published electronically and can be found on the district's website at stillwaterschools.org/handbook. Families receive multiple communications each fall directing them to the online handbook. Parents/guardians are required to sign off that they have reviewed the policies, procedures and required notices contained within this handbook each year.

Motion by: Member Riehle to approve the 2020-2021 District Handbook; Second by: Member Pearson; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

E. Final Reading – Policy 533 - Wellness

Director Burns presented Policy 533 for a final reading. No concerns were discussed. Section 4 was the only change with the addition to include the schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the USDA Smart Snacks in School nutrition standards.

Motion by: Member Burns to approve Policy 533 as presented; Second by: Member Stivland; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

F. Amended Transportation Contract

This item was removed from the agenda as the amended contract was not available for the board meeting.

G. Contract for Services with the Center for Effective School Operations

Ms. Moen reported that due to the conclusion of the employment agreement with the current interim Executive Director of Finance and Operations on July 17, 2020, a proposal for services was sought with the Center for Effective School Operations (CESO) to cover the responsibilities of this position. The proposal for services was reviewed by Ms. Moen as well as questions that arose during open forum.

Motion by: Member Riehle to approve the proposed contract for services with CESO; Second by Member Weisberg; Vote: 5 ayes (Pearson, Ptakek, Riehle, Stivland, Weisberg); 2 nays (Burns, Pelletier), Motion Carried.

H. Affinity Payment System Fees

Mr. Perry reported that FeePay announced their products end-of-life. The district has signed contracts moving fee payments to the Affinity system. Affinity allows the district to add a surcharge fee to every transaction in order to cover credit card transaction fees. Per contract, the district is charged 2.98% + a \$.25 per transaction. Previously, the Board authorized the district to pass these fees onto families as a part of budget reductions. Under FeePay, families were charged approximately 4% in transaction fees. The estimated cost is \$55,000/year.

Motion by: Member Ptakek to approve a 4% transaction fee will be added to all Affinity purchases in order cover the district's credit card transaction fees; Second by: Member Weisberg; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

IX. Board Reports

A. Board Chair Report – Thank Malinda for taking charge of the district. Looking forward to the Assistant Superintendent joining us. Thank you to Director Burns and Director Pearson for their time on the board.

B. Member Reports:
Director Riehle – no report

Director Ptacek – no report

Director Weisberg – Thank Directors Burn and Pearson for your service on the board.

Director Pelletier – Thank Directors Burn and Pearson for your time on the board.

Director Burns – Time commitment with service on the board is incompatible with my job. Ensure the board remains attractive to all candidates. The board will need to re-center itself in governance and focus on strategic goals.

Disappointed with some of the actions of the board. Remain hopeful for the future. Grateful for the opportunity I've been given to represent this school district. Thank you to those who have supported me during this time.

Director Pearson – Ran for this board with a hope to see our district be the best we can be. We need to figure out how to come together. For current board members I wish you the best and you've made great strides.

C. Working Group Reports

1. Community Engagement – No meetings held yet this summer. Hope to hold an August meeting.
2. Finance and Operations – Meeting today with discussions on RFP's for a new server and RFP's for architect and engineering. Will continue the architect discussion at an additional work group meeting with action at the August 6 meeting.
3. Legislative – AMSD puts together an update that comes out about every other day with good legislative updates. Information has been shared in this update that guidance will be based on the most recent MDH data. Schools will cycle through different learning models. Additional funding from the coronavirus relief fund will also be shared by the Governor during his announcement next week. University of Minnesota conducted a survey of teachers with concerns on safety and student learning on COVID. Visit the University of Minnesota College Education and Human Development website for details.
4. Policy – Met on July 14. Policy 413 – Harassment and Violence was discussed in length. US Dept. of Education has issued some new regulations regarding Title IX with new guidance for updating policies on sexual harassment. We want to ensure the policy is encompassing of all we need it to be. Waiting for the Cultural Liaison position to be filled so that position can help guide this policy.

X. Adjournment

- A. The meeting adjourned formally at 9:18 p.m.

Respectfully submitted, Mike Ptacek, Clerk



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
July 30, 2020 – 8:00 a.m. Special Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 8:01 a.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 Ptacek; Seconded by: Member Weisberg; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

IV. **Review of Final Smart reStart**

Interim Superintendent Lansfeldt shared we are working with district leadership teams and community members for the upcoming school year on the reStart plan. The state implemented the new mask guideline requirement for ages 5 and up. Some of the safety guidelines will be physical distancing of individuals in classroom/common areas, visual reminders for physical distancing with posters, and floor directional signs. Masks and face shields will be available for all staff and donations of masks are being provided. Community groups and members are making masks for the schools. Lakeview Hospital is helping to support the protocols. Many cleaning and disinfectants have been ordered. Handwashing stations with soap and/or hand sanitizing will be available in each classroom. There will be increased daily and weekly enhanced cleaning and disinfecting and increased circulation of outside air into buildings by turning up the ventilation which will cost the district money for this. More staffing of custodians for deeper cleaning is also planned.

Screening expectations were reviewed which include expecting families and staff to screen themselves before coming to school daily. No temperature stations will be available at the schools. When you have these stations it takes too long and there is crowding.

COVID symptoms, as well as the guidelines and the time frame to stay home, were reviewed. Stay home for at least 10 days since symptoms began and until no fever for at least 3 days without medication and improvement of other symptoms. Siblings and household members stay home for 14 days. Other staff and students exposed to the individual will also stay home/quarantine for 14 days. When there is a COVID case in school there will be communication to all families of students and of staff. Extra cleaning will be done, will continue to provide important health information to families, will contact all students and/or staff who were in close contact with the person, and monitor symptoms of students and staff. We will send students and staff home if they become ill at school. Guidelines for how families can prepare their students at home was reviewed (talk to the child, pick out a face covering, practice the modeling and encourage the child to ask questions).

Taking care of our staff is also very important to us as they are also worried. In order to support staff with mental wellness we will offer a behavioral health program as an enhancement to our benefits plan which will begin on August 1, 2020. There is no cost to the employee. There will be access to a live coach and assistance through a 24 hour per day app.

The Governor will speak at 2:00 pm today therefore more details will come at the next Special Meeting on August 3 at 5:00 pm.

V. Revised 2020-21 School Calendar

Interim Superintendent Lansfeldt and Administration is requesting a delay of one week to the school year. Change the starting week from August 31 to the week of September 8. Spring break and the last day of school will remain the same. Students will not lose student contact days. This change provides an opportunity to respond to directives given by the Governor, allows for an additional week for teachers and staff to plan, prepare and train for new learning formats, schedules, safety protocols, etc. and more time for families to adjust their schedules and arrange family care.

Motion by: Member Weisberg to approve the revised 2020-21 school calendar; Second by Member Riehle; Vote: 5 ayes, 0 nays, Motion Carried Unanimously.

VI. Adjournment

A. The meeting adjourned formally at 8:50 a.m.

Respectfully submitted, Mike Ptacek, Clerk

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

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Brown, Melissa	Resignation	9th Grade Volleyball Coach Stillwater Area High School	Co-Curricular	July 12, 2020
Raymond, Lena	Resignation	Community Education Assistant 4.5 hrs/week Afton-Lakeland Elementary School	CE Leads & Assistants	July 13, 2020

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Adams, Isabella	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	July 13, 2020
Bartosiewski, Ryan Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Berg, Kaitlyn	1.0 FTE Speech Pathologist Lake Elmo, Rutherford & Stonebridge Elementary	\$50,361	2020-2021 Staffing	SCEA	August 18, 2020
Brevitz, Robert Bruce Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Caballero, Jason Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Cherry, Jennifer	Assistant Superintendent Central Services	\$133,729	Replacement	Directors	August 3, 2020
Cousineau, Raymond Joe Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Dixon, Isaiah Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Dwyer, Rachel Re-hire	Paraprofessional 6.0 hrs/day Lily Lake Elementary School	\$16.50 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Elmer, Mark Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Ero-Phillips, Mignon	Coordinator - ECFC Early Childhood Family Center	\$61,135	Replacement	CSS	August 17, 2020
Fanous, Soher Re-hire	Paraprofessional 6.25 hrs/day Andersen Elementary School	\$16.12 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Foster, Elizabeth Re-hire	Paraprofessional 6.25 hrs/day Andersen Elementary School	\$18.14 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Geister, Daniel Re-hire	Paraprofessional 6.0 hrs/day Rutherford Elementary School	\$16.12 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Germann, Deborah Re-hire	Paraprofessional 6.0 hrs/day Brookview Elementary School	\$18.14 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Gilmore, Erin Re-hire	Paraprofessional 6.25 hrs/day Andersen Elementary School	\$16.12 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Glenna, Colleen Re-hire	Paraprofessional 28.5 hrs/week Early Childhood Family Center	\$16.31 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Hanawalt, Jesse Re-hire	Paraprofessional 6.0 hrs/day Brookview Elementary School	\$18.14 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Harris, Mark Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Healy, Anthony	1.0 FTE Vocal Music Teacher Afton-Lakeland & Lake Elmo Elementary	\$66,721	2020-2021 Staffing	SCEA	August 18, 2020
Hellyer, Kirsten Re-hire	Paraprofessional 5.0 hrs/day Rutherford Elementary School	\$16.50 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Hemenway, Matthew Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Ibrahim, Mushtaq	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	June 19, 2020 - July 31, 2020
Johnson, Emily Re-hire	Paraprofessional 5.9 hrs/day Stillwater Area High School	\$16.50 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Kinney, Brie Re-hire	Paraprofessional 4.0 hrs/day Stonebridge Elementary School	\$16.31 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Kristensen, Mary Re-hire	Paraprofessional 6.5 hrs/day Afton-Lakeland Elementary School	\$16.12 / hour	2020-2021 Staffing	SCPA	August 24, 2020

Labore, Beau Re-hire	Community Education Casual District Wide	\$32.00 / hour	Casual	Casual	July 27, 2020
Lickness, Janis Re-hire	Paraprofessional 6.0 hrs/day Stonebridge Elementary School	\$18.14 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Mogren, Lori Re-hire	Paraprofessional 4.33 hrs/day Brookview Elementary School	\$16.50 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Mooney, Jennifer Re-hire	Paraprofessional 6.5 hrs/day Afton-Lakeland Elementary School	\$18.14 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Neumann, Brianna	1.0 FTE Math Teacher Oak-Land Middle School	\$43,728	2020-2021 Staffing	SCEA	August 18, 2020
Olson, Eric J Re-hire	Paraprofessional 6.0 hrs/day Lily Lake Elementary School	\$16.31 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Rafferty, Patrick Re-hire	Paraprofessional 6.0 hrs/day Afton-Lakeland Elementary School	\$16.12 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Rambo, Lisa Re-hire	Paraprofessional 6.0 hrs/day Rutherford Elementary School	\$16.50 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Roberts, Rebecca	Coordinator - Student Information Systems Enrollment Central Services	\$65,146	Replacement	CSS	August 3, 2020
Roque, Alicia Re-hire	Paraprofessional 6.0 hrs/day Oak-Land Middle School	\$16.12 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Salmi, Darrell Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Schroeder, Sarah	1.0 FTE Special Education Teacher Stillwater Middle School	\$43,728	2020-2021 Staffing	SCEA	August 18, 2020
Schumacher, Noah Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Sobiech, Christa Re-hire	Paraprofessional 6.25 hrs/day Afton-Lakeland Elementary School	\$16.50 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Sellie, Theresa Re-hire	Paraprofessional 6.0 hrs/day Rutherford Elementary School	\$16.12 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Stensland, Ashley Re-hire	Paraprofessional 6.5 hrs/day Afton-Lakeland Elementary School	\$16.31 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Taft, Granger Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Teillard-Cui, Shumian Amelia Re-hire	Paraprofessional 5.9 hrs/day Stillwater Area High School	\$16.50 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Valerius, Megan Re-hire	.4 FTE Spanish Teacher Oak-Land Middle & Stillwater Middle School	\$52,780	2020-2021 Staffing	SCEA	August 24, 2020
Varichak, Nicholas Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Urdahl-Balz, Sara Re-hire	Paraprofessional 6.5 hrs/day Oak-Land Middle School	\$18.14 / hour	2020-2021 Staffing	SCPA	August 24, 2020
Weiss, Michael Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Wieland, Paul Re-hire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 27, 2020
Yep, Kari	Community Education Casual District Wide	\$14.00 / hour	Casual	Casual	June 15, 2020 - July 31, 2020

LEAVES OF ABSENCE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Bailey, Avery	Approve	1.0 FTE English Teacher Oak-Land Middle School	SCEA	September 16, 2020 - June 7, 2021

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Gaffaney, Erin	1.0 FTE Music Teacher Stillwater Middle School	1.1 FTE Music Teacher Stillwater Middle School	2020-2021 Staffing	SCEA	August 24, 2020 - June 7, 2021
Kummer, Jeanelle	Cafeteria 3.0 hrs/day Lake Elmo Elementary School	Cafeteria 5.5 hrs/day Rutherford Elementary School	2020-2021 Staffing	Cafeteria	July 15, 2020
Shelton, Alyssa	.8 FTE PE/DAPE Teacher Stillwater Middle School	.9 FTE PE/DAPE Teacher Stillwater Middle School	2020-2021 Staffing	SCEA	August 24, 2020
Walk, Mike	1.0 FTE Band Teacher	1.1 FTE Band Teacher	2020-2021	SCEA	August 24, 2020 - June 7, 2021

	Stillwater Middle School	Stillwater Middle School	Staffing		
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Agenda Item: VII. A.
Date Prepared: July 30, 2020
ISD 834 Board Meeting

Agenda Item: Allina Clinical Services Agreement for Therapy Services
Meeting Date: August 6, 2020
Contact Person: Mr. Paul Lee

Background:

Mr. Lee will review the clinical services agreement for therapy services provided by Allina Health System for the Stillwater Area School District.

Action will be requested at the next meeting.



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: Paul Lee, Director of Student Support Services **DATE:** 7/15/2020

DESCRIPTION OF REQUEST

Clinical Services Agreement for Physical Therapist services. Based on the IEP identified physical therapy needs of students with disabilities and district staffing models the services identified in this agreement are required to meet student needs. The District has contracted physical therapist services with the Courage Kenny Rehabilitation Institute (Allina) for many years. The District has reviewed the option of hiring physical therapists but has determined contracting is the best option for the following reasons: 1) physical therapists are difficult to recruit and retain 2) contracting allows the District to adjust the amount of time contract for each year based on student needs and 3) Courage Kenny Rehabilitation Institute provides professional development and clinical supervision of staff.

FINANCIAL IMPACT

Budget(s) Impacted: Special education budget (740)

Is This a One-Time Expenditure?

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

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

X **No**, it will need to be funded for Fiscal Years 2020-2021 as long as the numbers support the need.

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

X **Yes** List Source(s): MA Billing Revenue
 Amount: \$5,730 - Estimate (based on 2018-2019 revenue)

☐ **No**

PROGRESS MONITORING

The number of students and direct physical therapist services required by students is gathered and reviewed in February of each school year.

CLINICAL SERVICES AGREEMENT FOR THERAPY SERVICES (Allina Providing Services)

This Clinical Services Agreement (“Agreement”) is made and entered into as of the date the last party executes this Agreement (the “Signature Date”) between Stillwater Area School District (“Company” or “School”), and Allina Health System, a Minnesota nonprofit corporation d/b/a Courage Kenny Rehabilitation Institute, (“Allina”). Company is not a physician or physician-owned entity.

ARTICLE I TERM

The term of this Agreement will commence on the Effective Date (as defined in Section 2.1) and continue for 1 year, unless earlier terminated in accordance with Article V. Upon expiration of the initial or any subsequent term of this Agreement, unless terminated in accordance with Article V, this Agreement will automatically renew for successive period of one year unless either party notifies the other party at least 30 days prior to the expiration of the then-current term that such party does not wish the Agreement to be renewed.

ARTICLE II ALLINA DUTIES

2.1 Services. Beginning on the later of August 19, 2020 or the Signature Date (the “Effective Date”), Allina will assign individuals to provide, and will provide, the Services set forth in Exhibit 2.1 (the “Services”), attached hereto and incorporated herein. Individuals assigned by Allina may be modified at any time with the approval of Company. Company may object at any time to Allina’s assignment of any individual providing the Services pursuant to this Agreement, and if Company so objects, Allina will assign a replacement acceptable to Company. In providing the Services, Allina will comply with all applicable Company safety and security policies and procedures.

2.2 Qualifications. Allina will ensure that each individual it assigns to provide the Services:

2.1.1 is qualified, in accordance with all federal, state, and local statutes and regulations, to provide the Services;

2.1.2 maintains, in good standing, any license necessary to provide the Services; and

2.1.3 has passed a background check, if required by law in order to provide the Services, within the period of time required by law; and has provided or will provide any necessary documentation of such background check to Company.

2.3 Quality of Services. Allina will ensure that the Services will be provided in a professional and workmanlike manner at least consistent with the accepted standard of care applicable to the

Services. Allina will periodically confer with Company, in a manner determined by mutual agreement of the parties, on revisions to policies, procedures, or practices that would improve the quality of the Services provided by Allina.

2.4 Invoices. Allina will submit invoices to Company for work performed pursuant to this Agreement once per month. Allina is billing for these services on an hourly basis and all invoices will include a detailed description of the Services performed by each individual working for Allina, including dates performed and the type of work.

ARTICLE III COMPANY DUTIES - PAYMENT

3.1 Payment. Company will make payment of the amount due under this Agreement to Allina in a timely manner in response to receipt of an invoice supported by adequate documentation. Company will pay Allina \$72.59 per hour. Minimum charge per week will be 62 hours for Physical Therapy service to the company. This will include travel time (between school and Courage Kenny Rehabilitation Institute), preparation, direct and consultation services, and documentation. The school will be billed for weekly therapy services for each week that school is open, regardless of student's attendance. Mileage will be reimbursed at current IRS rate for intra-school travel for contracts with more than one service site.

3.2 School's Obligations. School agrees to provide certain services and oversight as set forth in Exhibit 3.2.

ARTICLE IV INDEMNIFICATION AND INSURANCE

4.1 Indemnification. Company will defend, hold harmless, and indemnify Allina, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to Company's acts or omissions in connection with this Agreement. Allina will defend, hold harmless, and indemnify Company, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to Allina's acts or omissions in connection with this Agreement.

4.2 Defense of Claims. The indemnifying party may retain defense counsel of its choice and may control defense of the matter, but may not settle or pay any claim without the indemnified party's consent, which will not be unreasonably withheld. If a party fails to accept tender of the defense within 10 days after tender by the party seeking indemnification, then the tendering party may provide its own defense and invoice the other party for the costs of such defense (including attorney's fees) as incurred. The provisions of this section will survive termination of this Agreement.

4.3 Insurance. Allina will, at its sole expense, obtain and maintain in full force on behalf of each individual it assigns to provide the Services, professional liability insurance providing coverage against liabilities arising from the Services rendered by each individual under this Agreement in an amount of at least one million dollars (\$1,000,000) for each occurrence, with a per annum aggregate limitation of at

least three million dollars (\$3,000,000). Allina will also, at its sole expense, maintain general liability insurance in an amount that is considered usual and customary for a business of its size and nature and will maintain workers' compensation insurance coverage on each individual it assigns to provide the Services, in the amount required by Minnesota law. Upon request, Allina will provide Company with evidence that the insurance required by this section is in effect.

ARTICLE V TERMINATION

5.1 Termination. This Agreement will terminate at the expiration of the term specified in Article I unless amended by mutual written agreement of the parties. If this Agreement is terminated during the first year of the term, with or without cause, the parties may not enter into a new agreement for the same or substantially the same services during the initial year of the original term of this Agreement. In addition to any other remedies legally available to the parties, this Agreement may also be terminated:

5.1.1 By mutual written agreement of the parties at any time;

5.1.2 By either party for cause, which will be defined as a material default of this Agreement by a party that has not been cured within 10 days after notice of the default by the non-defaulting party specifying the nature of the default;

5.1.3 By either party effective immediately if the other party becomes insolvent, seeks protection under the federal bankruptcy law, becomes subject to liquidation or receivership proceeding, or is excluded from participation in federal health care programs or contracts with the federal government; or

5.1.4 By Allina without cause upon 30 days' notice.

5.2 Payment in the Event of Termination. Company will make payment only for the Services performed prior to the effective date of termination.

ARTICLE VI REGULATORY REQUIREMENTS

6.1 Medicare Access. For 4 years after Services are furnished pursuant to this Agreement, Allina must retain, and allow the Comptroller General of the United States, the United States Department of Health and Human Services, and their duly authorized representatives, access to this Agreement and to such books, documents, and records as are reasonably necessary to verify the nature and extent of the costs of the Services rendered pursuant to this Agreement. If Allina provides Services or a portion of Services to be provided hereunder pursuant to a subcontract that has a value or cost of \$10,000.00 or more over a 12 month period, Allina will require the subcontractor to retain and allow access to its records on the same terms and conditions as set forth herein. This provision will be null and void to the extent section 1861(v)(1)(I) of the Social Security Act, as amended, is not applicable to this Agreement.

6.2 Confidential Information.

6.2.1 Proprietary Data. The parties acknowledge that they may receive confidential and proprietary information and trade secrets concerning the other party and its business and professional activities (“Proprietary Data”) throughout the term of this Agreement. Except as may be required for purposes of this Agreement, each parties agrees not to use for its own benefit or disclose to any third party the Proprietary Data of the other party without the other party’s prior consent, unless such disclosure is required by an order of a tribunal of competent jurisdiction in connection with a legal action. Without limiting the applicability of the foregoing, each party will also treat as Proprietary Data any information or materials specifically designated as such by the other party. In the event that this Agreement is terminated for any reason whatsoever, each party will immediately return or destroy all Proprietary Data of the other party and any analyses generated therefrom then in its possession and will destroy any electronic databases, or delete the appropriate portion thereof, that contain such information.

6.2.2 Patient Information. All individual patient medical records and information are and will remain under the ownership and control of Company, and will be held in strictest confidence in accordance with applicable law, including but not limited to the Minnesota Health Records Act and the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be modified or amended from time to time (“HIPAA”).

6.4 Excluded Provider. Allina certifies that neither it nor its employees, directors, officers, agents, or subcontractor are presently excluded, debarred or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs, and have not been convicted of a criminal offense within the scope of 42 U.S.C. § 1320a-7(a). Allina will immediately give written notice to Company of any debarment, exclusion, or other event that makes Allina or an employee, director, officer, agent, or subcontractor of Allina ineligible to participate in federal health care programs or in federal procurement or non-procurement programs.

6.4 Illegality. If, as determined by agreement of the parties' counsel, or, if the parties' counsel cannot agree, by a nationally recognized law firm with expertise in health care regulation jointly selected by the parties, any provision of this Agreement violates any applicable federal or state statute, rule, regulation, or administrative or judicial decision (collectively, the "Law"), then either party may give notice to the other to amend this Agreement solely to comply with the Law and the parties will negotiate in good faith with respect thereto. If they cannot agree on the terms and conditions of any such amendment within 15 days after such notice is given, then either party may terminate this Agreement immediately upon notice to the other without further liability, but, if the implementation of the Law is stayed, the right to amend or terminate the Agreement will also be stayed for the same period of time.

When a reasonable question arises as to whether this Agreement complies with the Law, and before a determination is made, either party may suspend payments under this Agreement pending amendment or termination.

ARTICLE VII MISCELLANEOUS

7.1 Independent Contractors. Allina, including its employees, or agents, is an independent contractor and nothing in this Agreement will be construed to create an employer/employee or joint venture relationship between Company and Allina or its employees, or agents.

7.2 Notices. Any notice pursuant to this Agreement will be in writing and will be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

If to Company: Paul Lee
 ISD #834
 1875 South Greeley Street
 Stillwater, MN 55082

If	to	Allina:	Patty
Radoc			
School Contract Administrator			
	Courage Kenny Rehabilitation Institute		
	1460 Curve Crest Blvd		
	Stillwater, MN 55082		

7.3 Assignment. Company may not assign or transfer its rights hereunder without Allina's prior written consent. Allina may not assign or transfer its rights hereunder without Company's prior written consent; except that Allina may, without consent, assign this Agreement to any other entity now or hereafter controlling, controlled by, or under common control with Allina.

7.4 Amendment. This Agreement may be amended only upon mutual written agreement of the parties.

7.5 Entire Agreement. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and representations made by either party to the other concerning the subject matter of this Agreement._

7.6 Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.

7.7 Survivability. The duties and responsibilities of the parties contained in Article IV, Section 6.2, will survive termination of this Agreement.

7.8 Waiver. The failure of any party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.

7.9 Costs, Expenses and Attorney's Fees. If either party incurs costs, expenses, or attorney's fees in enforcing any of its rights under this Agreement, whether by litigation, arbitration, or otherwise, the unsuccessful party in such dispute will reimburse the prevailing party for its costs, expenses, and attorney's fees.

7.10 No Third Party Beneficiaries. Nothing in this Agreement will create any obligations by Company or Allina to any person or entity not a party to this Agreement, including physician or any other individuals employed by or under contract with Company or Allina.

7.11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles.

7.12 No Referrals; Advertising; Exclusivity. Nothing herein contained shall be construed as implied, consent, an arrangement, or an agreement for the solicitation of clients, for referral to the School or to the Provider, nor shall either the School or the Provider be permitted to advertise or promote the other without express permission to do so. Written approval concerning the Provider must be obtained through the Provider's Director of Communications. Provider expressly reserves the right to enter upon other or similar arrangements with other groups or entities.

7.13 No Solicitation. School will refrain from recruiting and/or hiring any Provider while the

Agreement is in effect. School agrees to notify Allina of its intent to hire any Provider who provided services under this Agreement through a 12-month period after the last day the individual provided services to the School. In the event that the School hires any Provider prior to the completion of the 12-month period after the last day such individual provided services to the School hereunder, the School agrees to pay Allina a fee equal to such Provider's first 3 month's salary with School at the time individual is hired.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as follows:

Stillwater Area School District

**ALLINA HEALTH SYSTEM, d/b/a Courage Kenny
Rehabilitation Institute**

By: _____

By: _____

Print: _____

Print: Scott Leighty

Title: _____

Title: SVP Ops Rgl Hos/Clinical Services

Dated: _____

Dated: _____

EXHIBIT 2.1

A. SCOPE OF WORK

1. Allina will provide individuals (each a “Provider”) to provide therapy, consultation and direct service to children identified per School criteria. Services will be provided to the School during the school day Monday through Friday. A 30 day advance notice is required for changes. All changes will be made in writing and signed by both School and Provider prior to the initiation of the change.
2. The therapist provided by Allina (the “Therapist”) will apprise the designee of School of recommendations, plans for implementation and continuing assessment for students through dated, signed reports to be retained and evaluated by the designee.
3. The Therapist will participate in IEP/IFSP conferences as a member of the Educational team and participate in staff meetings of the School as requested and school will be billed at the current hourly rate for said participation.
4. The Therapist will serve in any other capacity as mutually agreed by the School and Provider.

Exhibit 3.2 SCHOOL OBLIGATIONS

1. The School is to provide an orientation to Therapist(s) and other Providers (as requested) regarding school setting and program; including relevant school/student policies, documentation guidelines, and other operating procedures as to ensure safety of both students and assigned Providers.
2. The School is responsible to monitor the compliance of Provider and its employees to school policies and documentation guidelines. Any significant incidence of noncompliance is to be reported to the School Contract Coordinator.
3. The School and Provider shall agree upon the provision of equipment, materials and supplies requested by the Therapist which are necessary for the provision of Services. Those items provided by the School shall be maintained by the School and remain the property of the School.
4. The School will provide and maintain space used by the Provider for the provision of Services.

5. The School shall maintain all official student records and is responsible for assuring compliance with regulations from the Therapist's respective state practice act and licensure board. The Provider is authorized to access the school record of students assigned or referred for Services. The Therapist may keep a working file of notes on a current student and is responsible for assuring official record information is forwarded to the school file this includes but is not limited to: parent consent to release information, physician orders, IEP and progress notes, student contact logs, assessment protocols and reports. Non- official working file information will be destroyed by the therapist when the client is discharged from service, it is no longer needed, or the contract ends.



Agenda Item: VII. B.
Date Prepared: July 30, 2020
ISD 834 Board Meeting

Agenda Item: RFPs – Architect Services
Meeting Date: August 6, 2020
Contact Person: Director Riehle

Background:

The district has requested architectural engineering services on an as-needed basis including, but not limited to, annual long-term facilities maintenance projects. The district would expect the architect to create bidding documents, review bids, provide contracts, approve submittals, issue change orders, certify payments and monitor construction projects. Various general needs projects may be needed throughout the year and the chosen architect/engineer would be involved with those as well. The district issued a request for proposals on February 14th, 2020. The proposals were due on March 13th, 2020. The finance and operations working group reviewed these proposals on August 6, 2020 and is bringing a recommendation to the board for approval on August 20, 2020.

Recommendation:

Action will be requested at the next board meeting.



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

REQUEST FOR PROPOSALS
ARCHITECT AND ENGINEERING SERVICES

1. Notice is hereby given, that Independent School District No. 834, Stillwater, Minnesota, will receive written proposals for professional services to provide comprehensive Architectural and Engineering services for the district. Proposals shall be submitted in the form and manner contained in the specifications. Companies responding to this request must submit three (3) copies and an electronic PDF copy.
2. Proposals must be received in the office of the Executive Director of Finance and Operations no later than Friday, March 13, 2020, by 11:00 a.m. No change can be made in the written proposal without consent of the School District.
3. Independent School District No. 834 reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Independent School District No. 834 also reserves the right to reject any or all proposals, to wave formalities, to negotiate separately in any manner necessary, and to accept the proposal which appears to be in the best interest of Stillwater Area Public Schools.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Independent School District No. 834 and the firm selected.

4. If further information is desired, interested parties should contact Kristen Hoheisel, Executive Director of Finance and Operations at 651-351-8321.



**Independent School District No. 834
Stillwater Area Public Schools
Request for Proposals to obtain
Architectural and Engineering Services**

Stillwater Area Public School District seeks proposals for professional services to provide comprehensive Architectural and Engineering services for the district. Companies responding to this request must submit their written proposal in accordance with the enclosed requirements. Three (3) copies and an electronic PDF copy of the completed response must be received no later than:

March 13, 2020 at 11:00 a.m.

Proposals and questions to: **Kristen Hoheisel**
Independent School District 834
Stillwater Area Public Schools
1875 Greeley Street
Stillwater, MN 55082
hoheiselk@stillwaterschools.org

DISTRICT PROFILE

The District provides a full range of public education services appropriate to grade levels ranging from pre-kindergarten through Grade 12+. These include regular and enriched academic programs, special education programs, and career/vocational education. Food service and transportation are provided as supporting programs. The community education program in the District includes early childhood and family education programs, an adult basic education program, and a variety of classes for lifelong learning experiences for children and adults.

The District is serving more than 8,600 students for the 2019–2020 school year. We have gone from a one-room schoolhouse to seven operating elementary schools (K–5), two middle schools (Grades 6–8), one high school (Grades 9–12), and an alternative learning center for secondary students. An early childhood family center (ECFC) serves families with young children, from birth to age five. The average long-term facilities maintenance age of the District's buildings is approximately 36.30 years; with the original buildings being constructed first in 1919 to the latest construction of Brookview Elementary school in 2017. Building ages include 1910s (1), 1920s (1), 1950s (5), 1960s (2), 1970s (2), 1990s (2), 2000s (1) and 2010s (2).

REQUESTED SERVICES

The District is requesting architectural/engineering services on an as needed basis including, but not limited to, annual long-term facility maintenance projects. The District would expect the architect to create bidding documents, review bids, provide contracts, approve submittals, issue change orders, certify payments and monitor construction projects. Various general needs projects may be needed throughout the year and the chosen architect / engineer would be involved with those as well.

EVALUATION AND SELECTION PROCEDURE

Proposals will be evaluated by a selection committee. The successful proposal will be based upon submittal information. Proposals that meet satisfactory levels of the criteria will be considered. Proposals that do not meet these requirements will not be evaluated. Stillwater Area Public School District is not responsible for any costs incurred by respondents to this RFP or for any work performed in connection therein. Late proposals or late modifications will not be considered. Respondents may withdraw their proposals from consideration at any time before the proposal deadline.

SELECTION CRITERIA (100 point total)

1. Strength of Architectural/Engineering team (20 Points)
2. Planning and Design Approach and Schedule (15 Points)
3. Professional Fees (25 Points)
4. Budget and Cost Control methods including both owner and architect initiated change orders (20 Points)
5. References/Experience with Stillwater Area Public Schools or other K-12 schools (20 Points)

PROPOSAL REQUIREMENTS

1. Firm name and overview include:
 - a. Company profile
 - b. Years in operation
 - c. Number of personnel by discipline
 - d. Overview of the services you provide in-house
 - e. Identify any consultants that you may anticipate using
2. Include a resume of the partner and senior architect that will be assigned responsibility for the school district's account. If you subcontract for specific engineering or other required services, provide a similar profile for the contract firms.
3. Discuss what distinguishes your firm from others that might be considered.
4. Identify the firm's educational facility planning, programming and design experience. Include detailed narrative descriptions of representative projects, including project budgets and percentage of change orders against construction costs (categorized by owner, unforeseen condition or design professional). Emphasize the firm's experience in handling projects within schools of similar size.
5. Provide a description of your project approach.
6. Describe in detail your proposed fee arrangement for both new construction and remodeling of existing facilities.
7. Describe any other relevant professional services offered by your firm and how these services may be able to benefit the school district.
8. Describe your budget/cost control methods.
9. List of five references.

GENERAL TERMS AND CONDITIONS

Independent School District No. 834 reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Independent School District No. 834 also reserves the right to reject any or all proposals, to wave formalities, to negotiate separately in any manner necessary, and to accept the proposal which appears to be in the best interest of Stillwater Area Public Schools.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Independent School district No. 834 and the firm selected.

PROPOSED PROJECT SCHEDULE

The following is the proposed schedule and may change during the project.

ACTIVITY	DATE
Issue Request for Proposals	February 14, 2020
Request for Proposals due	March 13, 2020
Proposal Review / Selection	April / May 2020
Substantial Completion	June 2020



Agenda Item: VII. C.
Date Prepared: July 30, 2020
ISD 834 Board Meeting

Agenda Item: RFP - Servers
Meeting Date: August 6, 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.

Information was presented to the Finance Working Group on July 23rd 2020.

Location(s): All

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

Fund: Technology Operations

Amount: \$43,000 - \$71,000 per year

Recommendation:

Information only. Decision to be recommended on August 20, 2020.

On Premise Hyper Converged Virtual Host Servers

upgrade & replace existing environment

Request for Proposals

Originally Posted on July 1, 2020

Updated on July 16, 2020

Update for July 16, 2020

Due to scheduling issues, this item will not be brought before the ISD#834 School Board as scheduled. Instead, this RFP will be reported to the school board on August 6, 2020 with a recommendation for contract approval on August 20, 2020.

All other dates remain unchanged per the original RFP posting.

Table of Contents

Section I. Introduction

Section II. Timeline

Section III. Background and Objectives

Section IV. Selection Criteria

Section V. Proposal Requirement and Format

Section VII. Attachments

I. INTRODUCTION

Invitation to Vendors

Stillwater Area Public Schools (“the District”) invites interested vendors to provide information to the District detailing their best solutions for the sale and delivery of a hyper converged server environment including all server hardware, licensing, and support, for 5 year and/or 6 year lease to own terms..

A recommendation for a solution(s) and vendor(s) will be based on the best solution as determined by a selection committee.

the District requests that interested vendors provide information that will meet or exceed the stated criteria. If possible, the District desires to obtain all hardware/services from one source, but retains the option of buying from multiple vendors to fill the needs of the District. Final selection will be made based on a determination of the best overall solution and not just the lowest price. Prices and proposals must be covered under an existing, recognized, and commonly used State of Minnesota purchasing contract or other competitive bid source such as the Minnesota Service Cooperative, Sourcewell, National IPA Technology Solutions Contract Center, etc..

The best solution for the district will be based on all factors, including, but not limited to:

1. Total Cost
2. Compatibility with existing environment (attachment a)
3. Migration requirements from existing server environment
4. Ability to meet additional technical requirements (attachment b)
5. Reputation and ability to deliver by the vendor and product manufacturer
6. Eligibility of the vendor to use State of Minnesota Cooperative or other qualified cooperative purchasing vehicle

SUBMISSION REQUIREMENTS

Responses will be accepted at the District until 4:00 p.m., July 22nd, 2020. **NO LATE SUBMITTALS WILL BE ACCEPTED.**

Proposals must be submitted via email.

Email format must be PDF. Email subject must be “SERVER RFP RESPONSE”

All questions should be directed to John Perry, Director of Learning Technology (perryj@stillwaterschools.org). the District reserves the right to reject any or all submittals and/or portions of submittals, to waive any informality in any procurement process and to select the proposal that provides the best solution for the District.

the District reserves the right to amend any specifications and request additional responses from each vendor at any time throughout the RFP process.

All data, documents and other products used or developed during the project will remain the property of the District upon completion of the project.

The contract term shall begin when all equipment and software is deployed and the environment is fully functional or October 1st 2020, whichever is later.

II. TIMELINE

Event	Date
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RFP Posting	July 1, 2020
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RFP Responses Due	July 22, 2020
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Report to Finance Working Group	July 23, 2020
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Report to School Board	July 23, 2020	updated: August 6, 2020
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Request for School Board Approval	August 6, 2020	updated: August 20, 2020
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III. BACKGROUND AND OBJECTIVES

BACKGROUND

The District currently runs a Simplivity based hyper converged virtual server environment in a 2+1 cluster across 2 sites. The district's primary 2 servers host all server images with +1 redundancy present for failover. The environment is licensed with VMWare for 6 processing cores. All hardware utilizes 10GBe interfaces.

OBJECTIVES

The goal of the District is to upgrade and replace all existing server hardware described above with either a 2+1+cloud, 2+1+backup, 3+cloud, 3+backup, or similar solution that maintains current functionality, allows for anticipated growth, and increases overall system redundancy. Additionally, the district seeks a smooth migration process that includes no downtime of existing network/server services. Lastly, the district seeks to price the new solution through a lease to own mechanism with either 5 year or 6 year terms. The district seeks to include all software licensing and hardware support within and co-termed with the lease terms.

IV. SELECTION CRITERIA

SELECTION CRITERIA

1. Total Cost
 - a. Annual cost to district, including all costs associated with the hardware purchase and/or lease, hypervisor licensing (VMware or other), manufacturer licensing, contracted support; including the contracted warranty and replacement, including labor, of all hardware sold.
 - b. Costs considered by district may include costs not included in proposal if district determines it will incur additional cost based on individual proposals. These costs may include power installation, server cabinets, or other possible investments the district would need to make in order to make use of a vendors proposed solution.
 - c. Costs associated with cloud based hosting by 3rd party vendors will be considered separately but in tandem.
2. Compatibility with existing environment (attachment a)
3. Migration requirements from existing server hardware/software platform to the new platform.
4. Ability to meet additional technical requirements (attachment b)
5. Reputation and ability to deliver by the vendor and product manufacturer
6. Eligibility of the vendor to use the State of Minnesota or other qualified cooperative purchasing vehicle

V. PROPOSAL REQUIREMENT AND FORMAT

OVERVIEW

This section describes the minimum content and general format for responding to the RFQ. Your reply must be submitted in the formats listed below with all questions answered thoroughly and completely. Please use 8.5" x 11" paper, and provide two copies of the proposal.

Bound documents such as equipment reports, brochures, and company publications, may be submitted as separate exhibits properly labeled.

CONTENT AND FORMAT

1. Cover Page: The Cover Page must denote the name and number of the RFP, for which the response is submitted, as well as the name, address, and phone number of the primary contact.
2. Table of Contents: The Table of Contents must list the major sections, sub-sections, and page numbers of the proposal.
3. Executive Summary: The Executive Summary must include qualifications and relevant experience.
4. Cost: The Cost must include the Total 5 year cost, the total annual payment required, plus a detailed and line item description of all hardware, licensing, support, warranty, contracts, services, and fees included.
 - a. All payments must be equal (5 equal payments) resulting in customer ownership of all equipment.
5. Scope of Services: including
 - a. Installation & migration support process
 - b. Hardware, specifications, quantities, and configurations provided
 - c. licensing and support provided
 - d. warranties & extended warranties provided
6. Vendor Qualifications
 - a. Technical Capabilities/Support
 - b. 3-5 K12 Education references, preferable within the Minnesota/Wisconsin region.
 - i. The district may check & evaluate referenced beyond what is provided.
7. Eligibility to participate in the State of Minnesota and/or use other relevant purchasing vehicles.
8. Billing and payment expectation
9. Additional Guarantees

VII. ATTACHMENTS

Attachment A: Existing Environment

Attachment B: Technical Requirements

Attachment C: Additional Hardware Requirements

Attachment A:

Existing Environment

Production Cluster includes 3 Simplivity Servers (Lenovo) of the following base spec:

2 x Power Supplies

2 x Intel 16-Core E5-2640 2.5-3.0 GHz

768GB ECC RAM

20TB Usable Storage (SAS Disk Based)

2 x 10GBe Ethernet Adapters, 1 x 1Gbe Management

Software:

Simplivity

VMware

Attachment B: Technical Requirements

Two (2) servers in production cluster including the following base spec:

2 x Power Supplies
2 x Intel 5220R 24-Core 2.2Ghz-4.0Ghz
2TB ECC RAM
45TB Storage (FLASH, High Endurance) - minimum 30TB Usable
Dual 1GbE and Dual 10GbE (SFP+ or SFP28) Ethernet Adapter(s)
IPMI Remote Management w/ Dedicated NIC
DB9 Serial Port, VGA Port, and USB3.0 Ports
Rails, Cable Management Arm, and Bezel (LCD if available)

One(1) server in backup cluster including the following base spec:

-this server may also be implemented in production cluster depending on redundancy model

2 x Power Supplies
2 x Intel 5220R 24-Core 2.2Ghz-4.0Ghz
2TB ECC RAM
Adequate storage for full redundancy with production cluster (FLASH, High Endurance)
Dual 1GbE and Dual 10GbE (SFP+ or SFP28) Ethernet Adapter(s)
IPMI Remote Management w/ Dedicated NIC
DB9 Serial Port, VGA Port, and USB3.0 Ports
Rails, Cable Management Arm, and Bezel (LCD if available)

One (1) tertiary backup system:

Native cloud storage for virtual server images
or
Native dedicated hardware based backup platform for off-site hosting

No removable media will be considered.

Native means that the functionality is included in the production licensing model without the need to purchase additional licenses or install specialized backup software.

Vendors are encouraged to provide both tertiary backup system options in their proposals if possible.

Software:

Included software licenses is expected to be for the entire term of the proposed lease for:
Hypervisor (VMware or Alternative), including Link Aggregation Control Protocol (LACP) support.
Any/all licenses needed for remote system management
Any/all licenses that must be in place prior to the installation of a MS Windows Server virtual host.

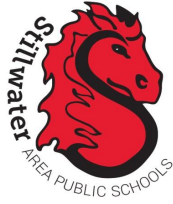
Attachment C:

Additional Hardware Requirements

Four (4) 1U servers of the following base spec:

2 x Power Supplies
2 x Intel 4210R 10-Core 2.4GHz or 2 x Intel 4215 8-Core 2.5GHz
32GB ECC RAM
Internal SAS/SATA Hardware RAID Controller w/ Cache
2 x 800GB (or greater) Mixed-Use SAS SSD
Internal DVD-ROM SATA Drive
Dual 1GbE and Dual 10GbE (SFP+ or SFP28) Ethernet Adapter(s)
IPMI Remote Management w/ Dedicated NIC
DB9 Serial Port, VGA Port, and USB3.0 Ports
Rails, Cable Management Arm, and Bezel (LCD if available)

These servers are stand alone and will be used to host network services external to the HCI server clusters.



Agenda Item: VII. D.
Date Prepared: August 5, 2020
ISD 834 Board Meeting

Agenda Item: Smart reStart Fall Planning Update
Meeting Date: August 6, 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. A resolution for approval of the learning model will be requested in the Action items.

No Action required.




SMART reStart

Presented to the School Board
August 6, 2020

Minnesota's Safe Learning Plan for 2020-2021

Decision-Making Process

- 
1. Consider county-level data to determine MDE's recommended base learning model
 2. Consult with health officials to examine local data and consider impact on schools
 3. Evaluate our district's ability to implement required and recommended protocols (ie. staffing, transportation, supplies, protocols, physical distancing)
 4. Determine the learning model to begin the school year
 5. Monitor community and school-level impact of COVID on a regular basis and adjust if needed

Source: [Minnesota's Safe Learning Plan](#)

Number of cases per 10,000 over 14 days, by county of residence	Recommended Base Learning Model
0-9	In-person learning for all students
10-19	In-person learning for elementary students; Hybrid learning for secondary
20-29	Hybrid learning for all students
30-49	Hybrid learning for elementary students; Distance learning for secondary students
50+	Distance learning for all students

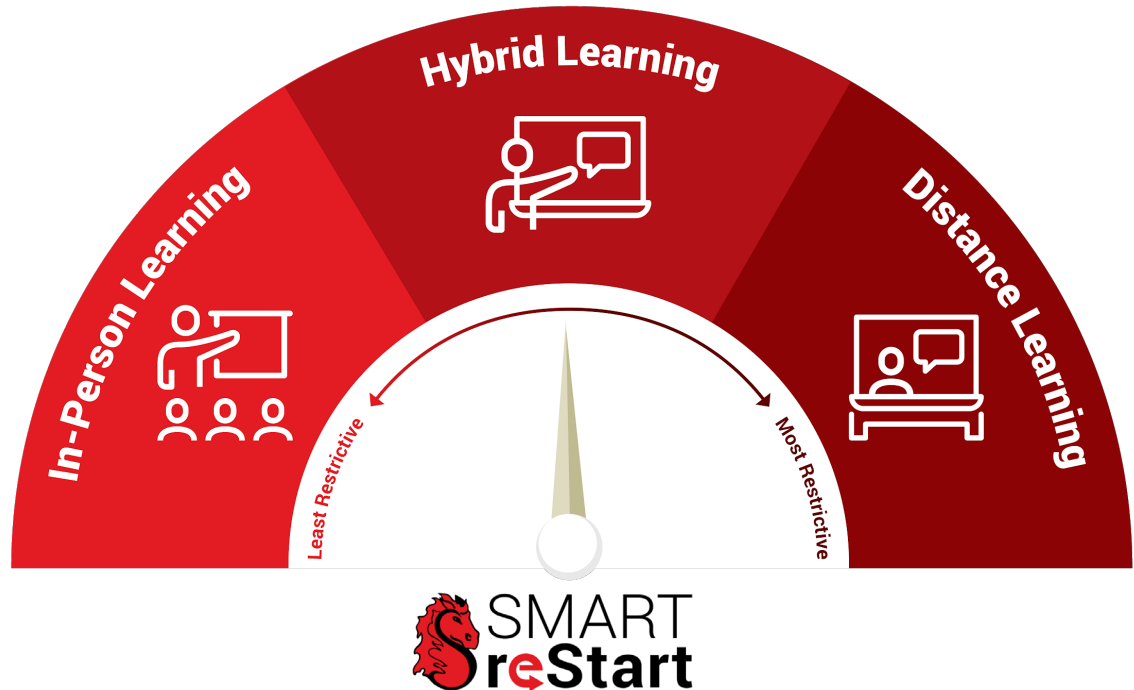
Administration's Recommendation:

Begin the year in a Hybrid Learning model for all students

Schools will follow all safety protocols and guidelines for face coverings, physical distancing, and cleaning and sanitizing, and will operate at about 50% of capacity both in schools and on buses.

Priority will be to schedule families together on same days.

Families and staff will need to be flexible and have alternative plans should we move to in-person or distance learning district-wide or at an individual school or classroom level.



Sample Hybrid Schedule

A Day
Monday

B Day
Tuesday

A Day
Wednesday

B Day
Thursday

C Day
Friday

Group A

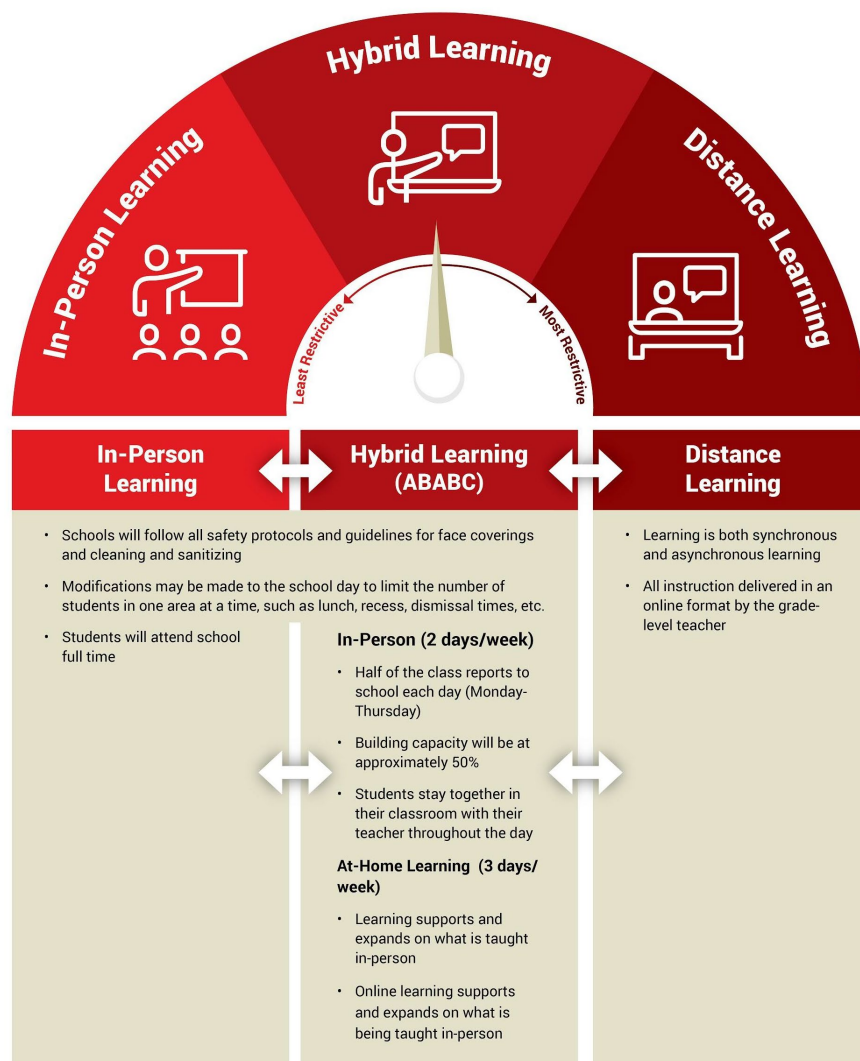
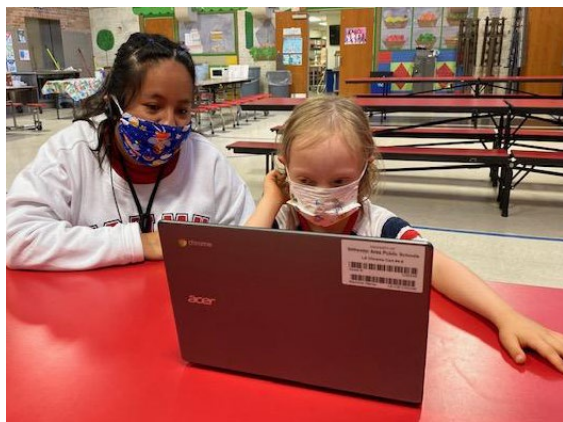


Group B



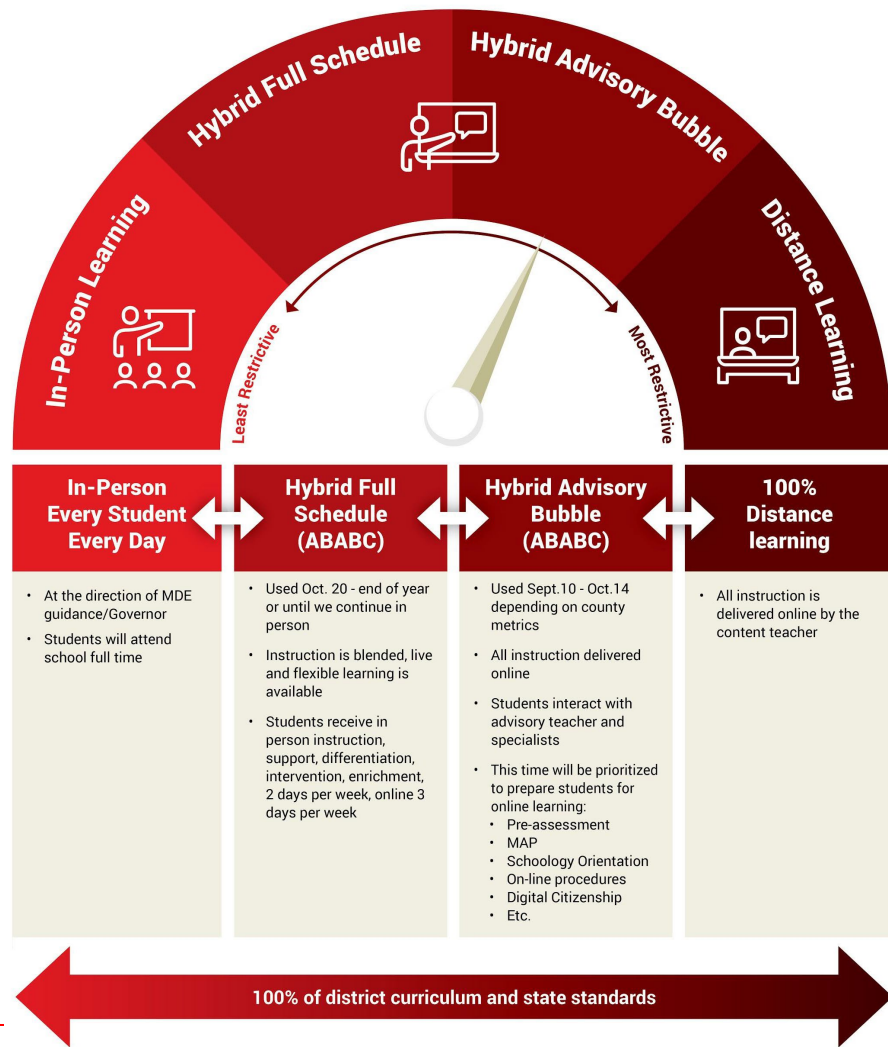
How We Will Learn:

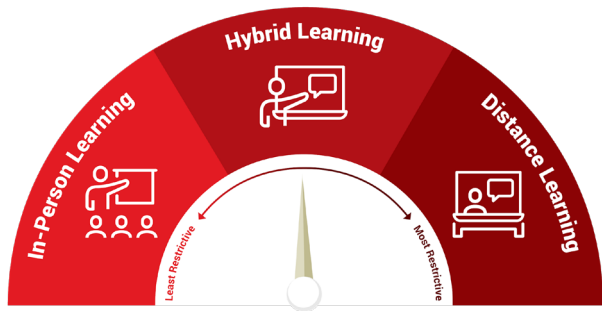
ELEMENTARY SCHOOLS



How We Will Learn:

MIDDLE SCHOOLS





*How We
Will Learn:*

**HIGH
SCHOOL**

3-Period Block Schedule

In-Person

- All students everyday

- Students have just 3 classes (periods 1, 3, 5) Quarter 1
- Courses switch for Quarter 2 (periods 2, 4, 6)
- 80 minute periods
- Students meet in-person every day

Hybrid

- Follows A/B/A/B/C schedule
- 80 minute periods
- Meet in person for the morning
- Lunch and office hours in the afternoon, for students who need it

- Students have 3 classes (periods 1, 3, 5) Quarter 1 and meet in-person 2 times/week
- Courses switch for Quarter 2 (periods 2, 4, 6), and meet in-person 2 times/week
- Fridays are Learning+ Days for collaboration with teachers, peers

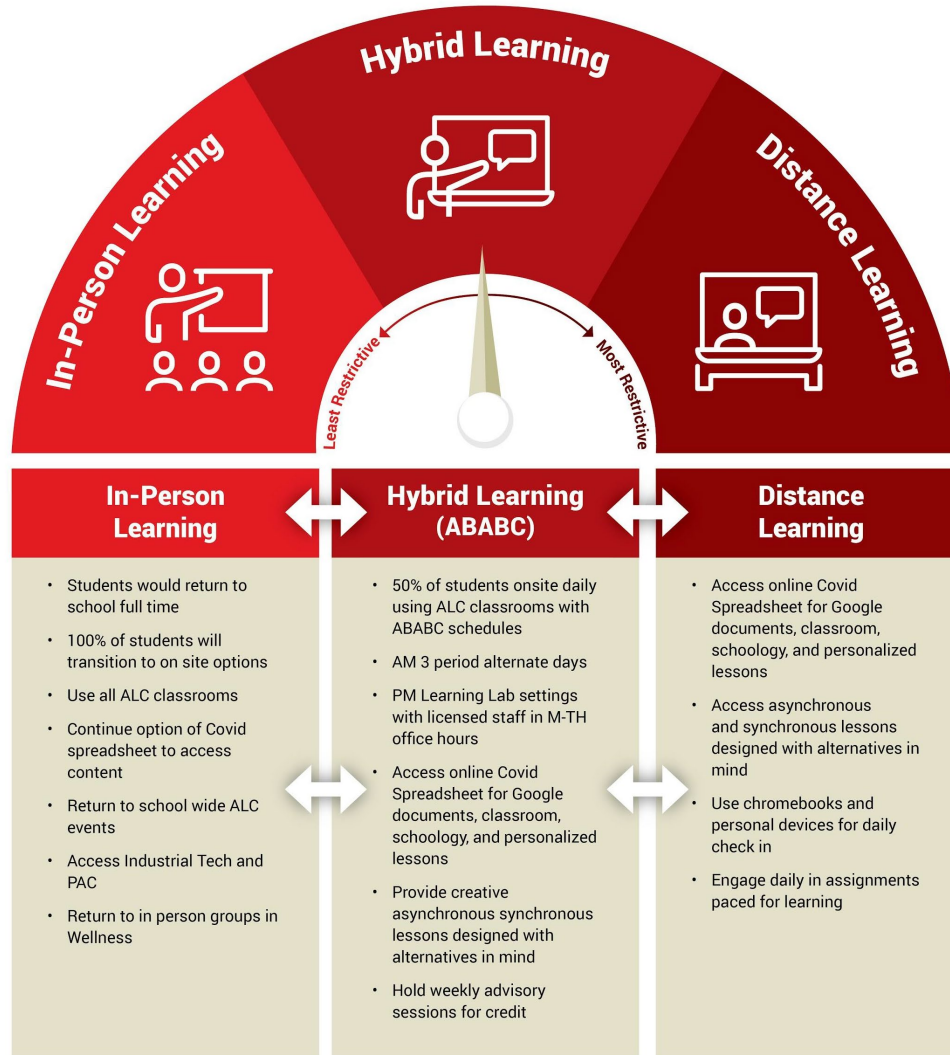
Distance Learning

- Synchronous/asynchronous instruction
- Schoology every Monday - Thursday
- Learning+ Day every Friday

- No A/B/C schedule
- Students have just 3 classes (periods 1, 3, 5) Quarter 1
- Courses switch for Quarter 2 (periods 2, 4, 6)
- Fridays are Learning+ Days for collaboration with teachers, peers

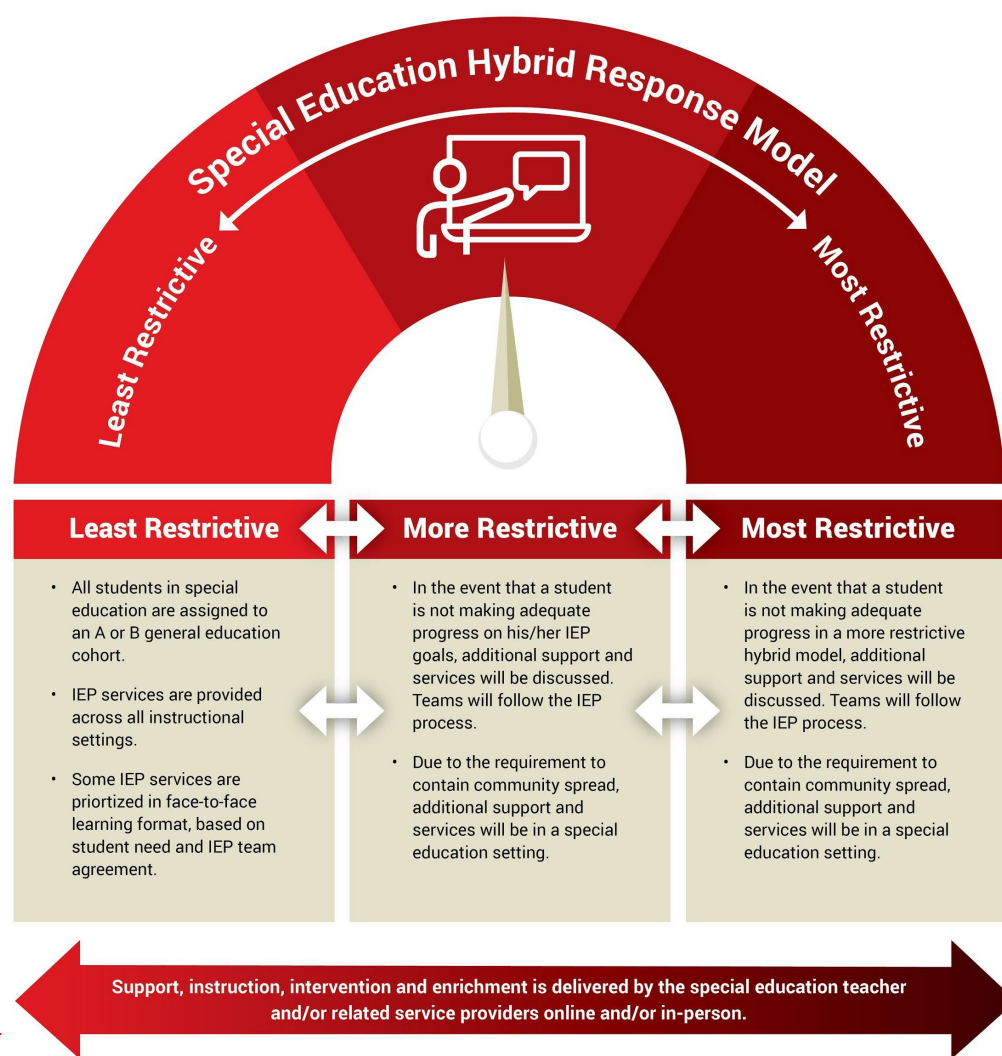
How We Will Learn:

St. Croix Valley Area Learning Center



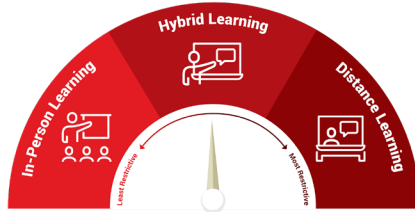
How We Will Learn:

SPECIAL EDUCATION



Families: It's Your Choice

Please complete your Intent to Return form in Skyward by 8/9/20



Learning “On The Dial”



- This option is best for families who want in-person experiences for their students
- Families choosing this model **will need to be flexible and have alternative plans** as it is likely we will need to move between in-person, hybrid or distance learning district-wide or at an individual school or classroom level
- This option is best for families who have medical concerns or just don't feel comfortable returning to school
- This option offers consistency for families who need it

Please note: Families will be asked to commit to their decision for one term (quarter at elementary schools; semester at high school)



Agenda Item: VII. E.
Date Prepared: August 5, 2020
ISD 834 Board Meeting

Agenda Item: Reimagine Stillwater Schools
Meeting Date: August 6, 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. A.
Date Prepared: July 30, 2020
ISD 834 Board Meeting

Action Agenda Item: Policy for Final Reading
Meeting Date: August 6, 2020
Contact Person(s): Policy Working Group

Summary:

The Policy Working Group will be presenting Policy 903 – Visitors to School District Buildings and Sites. This policy will replace R. 5.6.1.

This policy is included for review.

Recommendation:

A motion and a second to approve Policy 903 – Visitors to School District Buildings and Sites and revoke policy R 5.6.1.

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

SCHOOL/COMMUNITY RELATIONS

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

I. PURPOSE

The purpose of this policy is to provide expectations for visitors to school district buildings and property.

II. GENERAL STATEMENT OF POLICY

- A. Strong healthy partnerships between school, home and community are beneficial to the learning experience and are encouraged. We welcome visits to school district buildings and property that are consistent with the health, education, safety, and well-being of students and employees
- B. Stillwater Area Public School District maintains a school environment that is safe and productive for all students and staff.

III. RESPONSIBILITY

- A. The school district administration shall present recommended visitor and post-secondary enrollment options (PSEO) student procedures to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public, and included in the district handbook. The School Board will review this policy and procedure annually.
- B. Building Principals and District Administrators or their designees, have the authority to make decisions to uphold and enforce the expectations laid out in this policy at all times.
- C. All people, students and adults, are responsible for assisting in maintaining a safe and productive learning environment.

IV. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS (PSEO)

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

student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.

V. VISITOR LIMITATIONS

- A. Visitors are expected to use appropriate behavior and language to maintain an environment that reflects respectful dialog, safety, and civility.
- B. Visitors may be denied permission to visit a school district building or property if the visitor does not comply with school district procedures.

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



Agenda Item VIII. B.
Date Prepared: July 30, 2020
ISD 834 Board Meeting

Action Item: Renewal of District Memberships 2020-2021
Meeting Date: August 6, 2020
Contact Person: Board Chair Stivland

Background:

Member Organization

Membership Fee

MN School Boards Association (MSBA)

\$14,425.00

Services include: policy formats, legal advice, election advice and legislative updates to support school districts and Boards of Education.

MN State High Schools League (MSHSL)

No Fee

Supervises and regulates interscholastic athletic and fine art events. *There is no fee however, board action is required for participation.*

Association of Metropolitan School Districts (AMSD)

\$11,428.00

AMSD's primary task is to lobby at the state level for the needs of metropolitan school districts. However, AMSD's Board believes that its lobbying efforts are most effective when the organization plays a role in shaping the broader public debate on K-12 issues and advocates for policies that benefit the State as a whole.

Schools for Equity in Education (SEE)

\$9,359.00

SEE is a vibrant organization with a mission that all public school children must have equal access to a high quality education regardless of where they live in Minnesota. The success of this mission does not depend on geography, but relies on school districts with similar characteristics coming together to form a political mass that can and will impact Minnesota education finance and policy.

Recommendation:

A motion and a second to approve the district memberships for 2020-2021 will be requested.

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



**RESOLUTION RELATING TO THE ELECTION OF SCHOOL BOARD MEMBERS
AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION**

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

(a) 1. It is necessary for the school district to hold its general election for the purpose of electing three (3) school board members. Three for terms of four (4) years each.

(b) The clerk shall include on the ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the 3rd day of November, 2020.

3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on Election Day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place on Election Day.

5. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.

General Election Ballot

Independent School District No. 834
STILLWATER AREA PUBLIC SCHOOLS

November 3, 2020

Instructions to Voters:

To vote, completely fill in the oval(s) next to your choice(s) like this:



School Board Member Vote for Up to three

-
- | | |
|-----------------------|------------------|
| <input type="radio"/> | Candidate U |
| <input type="radio"/> | Candidate V |
| <input type="radio"/> | Candidate W |
| <input type="radio"/> | Candidate X |
| <input type="radio"/> | _____ |
| | write-in, if any |
| <input type="radio"/> | _____ |
| | write-in, if any |
| <input type="radio"/> | _____ |
| | write-in, if any |
| <input type="radio"/> | _____ |
| | write-in if any |
-

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct

and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

7. The name of each candidate for office at this election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

8. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

9. The individuals designated as judges for the state general election shall act as election judges for this election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit them to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and the tenth day following the general election.

10. The School District clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

Date: August 6, 2020

Sarah Stivland, School Board Chair

Mike Ptacek, School Board Clerk

RESOLUTION APPOINTING SCHOOL BOARD MEMBERS

Board Member _____ moved for adoption of the following resolution:

WHEREAS, on **[date that the School Board took the action]** the School Board of Independent School District No. 834 declared vacancies to exist on the School Board following the resignation of Board members Shelley Pearson and Mark Burns; and

WHEREAS, the vacant positions expire on the first Monday in January 2023; and

WHEREAS, upon the existence of a vacancy Minn. Stat §123B.09, subd. 5b requires the School Board, by resolution, to appoint an individual to serve in the vacant position until an individual is elected by special election at the time of the next general election; and

WHEREAS, the School Board has completed the process to consider applicants to serve in the vacant School Board positions; and

WHEREAS, the School Board has determined that **[insert names]** are individuals who are eligible and qualified to serve in the vacant positions until a successor is elected by special election at the time of the next general election.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 834 that **[insert names]** are hereby appointed to fill the vacant positions and serve on the School Board until a special election is held and a successor qualifies for office. The appointments shall be effective on the 31st day following this resolution, absent receipt of a valid petition rejecting the appointee in compliance with the requirements under Minn. Stat. §123B.09, subd 5b(b).

The motion for the foregoing resolution was seconded by _____

The following voted in favor of the resolution:

The following voted against the resolution:

WHEREUPON said resolution was duly declared passed and adopted.



**RESOLUTION FOR THE ADOPTION OF A BASE LEARNING MODEL FOR THE
2020-2021 SCHOOL YEAR AND OTHER COVID-19 RELATED MATTERS**

WHEREAS, Minnesota Statutes Section 123B.09 vests the care, management, and control of independent districts in the school board; and

WHEREAS, the Superintendent of Independent School District 834 [hereinafter the “Superintendent”] is responsible for the management of the schools, the administration of all School District policies, and is directly accountable to the School Board; and

WHEREAS, when responsibilities are not specifically prescribed nor School District policy applicable, the Superintendent shall use personal and professional judgment, subject to review by the School Board, pursuant to School District Policy 302, *Superintendent*;

WHEREAS, on March 13, 2020, Minnesota Governor Tim Walz issued Emergency Executive Order 20-01, which declared a peacetime emergency in Minnesota in response to the COVID-19 pandemic; and

WHEREAS, on July 30, 2020, Minnesota Governor Tim Walz issued Emergency Executive Order 20-82 and the Safe Learning Plan for 2020-2021 (the “Safe Learning Plan”), which set forth five Learning Models (in-person learning for all, in-person learning for elementary students and hybrid learning for secondary students, hybrid learning for all students, hybrid learning for elementary students and distance learning for secondary students, and distance learning) and authorized all school districts in the State of Minnesota to select and implement an appropriate base Learning Model in accordance with, and subject to, the Safe Learning Plan; and

WHEREAS, the Minnesota Department of Education (“MDE”) has issued and may continue to issue written guidance for Minnesota schools on educational issues related to COVID-19; and

WHEREAS, the Minnesota Department of Health (“MDH”) has issued and may continue to issue written guidance for Minnesota schools on public health issues related to COVID-19; and

WHEREAS, the Superintendent and the administration of the School District have conferred with the School Board regarding the available Learning Models, the current MDE and MDH requirements for each, and other relevant information; and

WHEREAS, based upon the collective consideration of these factors, the Superintendent has recommended to the School Board that the Hybrid Model will be the base Learning Model to be implemented at the commencement of the 2020-2021 school year.

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

Section 1: The Superintendent is hereby directed to implement the following base Learning Model to open the 2020-2021 school year: Hybrid Model.



Section 2: The Superintendent is hereby authorized, after consultation with the School Board Chair and notification to the School Board, to select and implement a different Learning Model for the School District or any specific school buildings without School Board action if the Superintendent reasonably believes that prompt implementation of a different Learning Model is necessary, and that constraints of time and public health considerations render it impractical to hold a School Board meeting to approve the implementation. The Learning Model selected and implemented by the Superintendent shall continue in effect unless and until the School Board, in consultation with the Superintendent and appropriate school district staff and public health officials, deems it in the best interest of the School District and its students to implement a different Learning Model.

Section 3: The Superintendent will provide regular updates to the School Board regarding the School District's efforts to implement COVID-19 related educational and public health guidance issued by the MDE and the MDH, respectively.

Adopted this _____ day of _____, 2020.

Roll Call Vote

School Board Chair

School Board Clerk



Agenda Item VIII. F.
Date Prepared: August 5, 2020
ISD 834 Board Meeting

Action Agenda Item: Approval of the Revised 2020-21 District Calendar
Meeting Date: August 6, 2020
Contact Person: Interim Superintendent Lansfeldt

Background:

A revised 2020-21 district calendar will be reviewed with revisions to student contact days and staff professional days.

Recommendation

Administration requests the approval of the revised 2020-21 District Calendar.

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



Agenda Item IX. A. B. C.
Date Prepared: July 30, 2020
ISD 834 Board Meeting

Agenda Item: School Board Reports
Meeting Date: August 6, 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 X.
Date Prepared: July 30, 2020
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: August 6, 2020
Contact Person: School Board Chair

Background:

The meeting must be adjourned formally.
