



Independent School District 834
Video Conference
School Board Business Meeting Agenda – July 23, 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 9, 2020 Business Meeting
 - B. Minutes of July 13, 2020 Special Meeting
 - C. Minutes of July 13, 2020 Closed Meeting
 - D. Disbursement Register July 11 – 24, 2020
 - E. Accept Gifts and Donations – June 2020
 - F. Human Resources Personnel Report
 - G. Identify Official with Authority for MDE 2020-21
 - H. Allina Clinical Services Agreement for Therapy Services
 - I. Lake Elmo Appraisal
- VII. **Reports**
 - A. Second Reading – Policy 903 – Visitors to School District Buildings and Sites – Director Burns
 - B. Smart reStart Fall Planning Update – Interim Superintendent Lansfeldt
 - C. Reimagine Stillwater – Interim Superintendent Lansfeldt / Chair Stivland
- VIII. **Action Items**
 - A. Resolution Establishing the Procedure and Schedule to Fill Two School Board Vacancies by Appointment – Chair Stivland
 - B. Resolution Calling Special Election to Fill School Board Vacancies – Chair Stivland
 - C. Resolution Establishing Dates For Filing Affidavits Of Candidacy for Special Election– Chair Stivland
 - D. District Handbook – Ms. Carissa Keister
 - E. Final Reading – Policy 533 – Wellness – Director Burns
 - F. Amended Transportation Contract - Minnesota Central Bus Co. – Interim Supt Lansfeldt/Chair Stivland
 - G. Contract for Services with the Center for Effective School Operations – Ms. Cathy Moen/Chair Stivland
 - H. Affinity Payment System Fees - Mr. John Perry
- 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**
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 9, 2020
ISD 834 Board Meeting

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

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



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

Agenda Item: Roll Call
Meeting Date: July 23, 2020

Background:

The School Board Chair will ask the secretary to take the roll. A quorum must be established in order for the meeting to proceed.

Board Members

Sarah Stivland, Board Chair

Shelley Pearson, Vice Chair

Tina Riehle, Treasurer

Mike Ptacek, Clerk

Mark Burns, Director

Jennifer Pelletier, Director

Liz Weisberg, Director

Malinda Lansfeldt, Interim Superintendent, Ex-Officio

Recommendation:

Board action is not required.



Agenda Item III.
Date Prepared: July 13, 2020
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: July 23, 2020

Background:

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

Recommendation:

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

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



Agenda Item IV.
Date Prepared: June 13, 2020
ISD 834 Board Meeting

Agenda Item: Superintendent Report
Meeting Date: July 23, 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 13, 2020
ISD 834 Board Meeting

Agenda Item: Open Forum
Meeting Date: July 23, 2020

Background:

Open Forum Expectations during COVID-19 Pandemic

School board meetings will be held electronically until further notice. If you wish to speak to the School Board, you will be able to do so at the start of the school board meeting during Open Forum. A sign-up for Open Forum speakers will be available online on the board webpage from 3-4 p.m. on the day of the board meeting, to provide time for instructions to connect to the meeting to be sent to speakers.

You may sign in only for yourself, not other individuals or groups. The order of speakers will be established on a first-come, first-served basis. Due to time limitations, we will limit the number of speakers to 15 for 3 minutes each. You will need the ability to join the meeting electronically either by phone or online. You will receive instructions for joining the meeting 30-60 minutes prior to the start of the meeting. If you wish to speak to the School Board, you will be able to do so at the start of the school board meeting during Open Forum. If you spoke at the last meeting, please consider allowing others to speak before you.

Stillwater Area School District welcomes input from citizens as community involvement fosters better decision making and improved learning experiences for all students. While comments and questions are welcome during Open Forum, law prohibits the Board from discussing concerns about individual employees or students in a public meeting. We will stop the proceedings immediately if employee or student privacy issues are raised and direct the speaker to forward comments regarding individual employees or students to the superintendent.

Because we are modeling civil discourse for our community, speakers must present their testimony in a respectful manner. Vulgarity, character attacks, malice or specific complaints identifying staff or students by name or implication will not be permitted.

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

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

Recommendation:

This is for informational purposes only.



Agenda Item VI. A.B.C.D.E.F.G.H.I.

Date Prepared: July 16, 2020

ISD 834 Board Meeting

Agenda Item: Consent Agenda

Meeting Date: July 23, 2020

Contact Person: Varies by item

Background:

The consent agenda is a meeting practice which packages routine reports, Board meeting minutes, and other non-controversial items not requiring discussion or independent action as one agenda item. The Board will approve this 'package' of items together in one motion.

A. School Board Meeting Minutes July 9, 2020

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

A copy of the minutes is included for your review.

B. School Board Special Meeting Minutes July 13, 2020

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

A copy of the minutes is included for your review.

C. School Board Closed Meeting Minutes July 13, 2020

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

A copy of the minutes is included for your review.

D. Disbursement Register July 11-24, 2020

Contact Person: Malinda Lansfeldt, Interim Superintendent

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

E. Accept Gifts and Donations – June 2020

Contact Person: Malinda Lansfeldt, Interim Superintendent

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

F. Human Resources Personnel Report

Contact Person: Cathy Moen, Executive Director of Administrative Services

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

G. Identify Official with Authority for MDE 2020-21

Contact Person: Sherri Skogen, Executive Assistant

The board must assign a person from the district to give security rights to MDE reporting systems annually.

H. Allina Clinical Services Agreement for Therapy Services

Contact Person: Paul Lee, Director of Student Support Services

A copy of the agreement is included for your review.



I. Lake Elmo Appraisal

Contact Person: Interim Superintendent Lansfeldt

A copy of the appraisal 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 I be approved as written, and a copy of the agenda items is attached to the minutes.

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



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
July 9, 2020 – 8:00 a.m. Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 7:57 a.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 (8:03)

III. **Approval of the Agenda**

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

IV. **Consent Agenda**

- A. Minutes of June 23, 2020 Special Meeting
- B. Minutes of the June 25, 2020 Regular Meeting
- C. Minutes of the June 30, 2020 Special Meeting
- D. Disbursement Register June 27 – July 10, 2020
- E. Human Resources Report
- F. Election Filing Dates Resolution

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

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

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

Director Burns shared he is resigning from the board and his last board meeting will be July 23, 2020.

Formal welcome to Interim Superintendent Malinda Lansfeldt. Interim Superintendent Lansfeldt shared a brief update on distance learning and Smart Restart to school due to COVID-19. July 15 the Governor will come out with more information. District leaders are meeting weekly in multiple meetings to start the planning and also collaborating with other districts. Communications is surveying the community to get feedback. Another huge focus is that we want to have an equity lens during this with short and long term steps. Our team put together immediate, short and long term steps. We will be working the AMSD model called Reimagine MN and have our model - "Reimagine Stillwater". Moving forward with posting the position to hire a District Cultural Liaison. Staff and leaders are meeting with students and our ALC principal is meeting with restorative circles. Start with conversation for change.

V. **Adjournment**

- A. The meeting adjourned formally at 8:20 a.m.

Respectfully submitted, Mike Ptacek, Clerk



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
July 13, 2020 – 5:00 p.m. Special Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 5:02 p.m.
- II. **Roll Call:** Present: Sarah Stivland, chair; Shelley Pearson, vice chair; Mike Ptacek, clerk; Tina Riehle, treasurer; Mark Burns, director; Jennifer Pelletier, director; Liz Weisberg, director

III. **Adjourn to Closed Session**

Motion by Member Stivland to adjourn to closed session pursuant to Minn. Statute 13D.05, Subd 3(b), for attorney-client privileged information regarding the Hudson Blvd. bus garage property in Lake Elmo; Seconded by: Member Burns; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

Closed meeting adjourned to Open meeting at 5:56 p.m.

IV. **Approval of the Agenda**

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

V. **Assistant Superintendent Selection**

Chair Stivland called for a roll call vote for board members to indicate their candidate of choice for the Assistant Superintendent.

Candidate 2: 2 votes

Candidate 16: 5 votes

Motion by: Member Stivland to make an employment offer to Candidate 16; Second by Member Weisberg; Vote: 7 ayes, 0 nays, Motion Carries Unanimously.

VI. **Process for Replacement of Vacancy due to Resignations**

Directors Pearson and Burns will be resigning on July 23, 2020. The board reviewed a proposed application process to appoint two individuals to fill those upcoming open seats. The board members reviewed the replacement process and questions used in 2018 with a comparable timeline. No immediate questions or significant concerns were expressed. A formal replacement proposal and resolution will be brought before the board for further review and approval at the July 23 meeting.

VII. **Board Chair Report**

Chair Stivland gave a special thank you to Mr. John Thein for his role as the interim director for the Finance and Operations Department. His last day is Friday, July 17.

VIII. **Adjournment**

- A. The meeting adjourned formally at 6:30 p.m.

Respectfully submitted, Mike Ptacek, Clerk



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
July 13, 2020 – 5:00 p.m. Closed Meeting Minutes

The Open meeting was called to order at 5:02 p.m.

- I. The Board adjourned to closed session at 5:04 p.m. pursuant to Minnesota Statute §13D.05 Subd. (3) to discuss attorney-client privileged information regarding the Hudson Blvd. bus garage property in Lake Elmo.

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

- II. Roll Call

Members present: Mark Burns, Shelley Pearson, Jennifer Pelletier, Mike Ptacek, Tina Riehle, Sarah Stivland, Liz Weisberg
Others present: Peter Mikhail, John Thein, Malinda Landsfeldt

- III. Closed meeting adjourned to Open meeting at 5:56 p.m.

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

Respectfully submitted, Mike Ptacek, Clerk

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

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Gramenz, Sandra	Resignation	Cafeteria 4.0 hours Stillwater Area High School	Cafeteria	June 23, 2020
Jones, Daphne	Resignation	Cafeteria 4.0 hours Stillwater Area High School	Cafeteria	June 26, 2020
Jordan, Jody	Resignation	Secretary - Secondary Assistant Principal, 8.0 hrs/day Stillwater Area High School	Tech Support	June 10, 2020
Loeblein-Lecker, Jodi	Resignation	CE Coordinator - Facility Use & Athletics Stillwater Area High School	CSS	July 20, 2020

HIRES/REHIRE

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Adrian, Emily Rehire	Community Education Casual District Wide	\$15.00 / hour	Casual	Casual	June 29, 2020
Anderson, Abigail Rehire	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	July 13, 2020
Anderson, Molly Rehire	Community Education Casual District Wide	\$15.00 / hour	Casual	Casual	July 13, 2020
Bonilla, Marissa Rehire	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	July 13, 2020
Cara, Julia	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	June 19,2020-July 31, 2020
Dennis, Dusty Rehire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 13, 2020
Folden, Matthew Rehire	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	July 13, 2020
Fredkove, Catherine Rehire	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	July 13, 2020
Gallion, Erin Rehire	Community Education Casual District Wide	\$15.00 / hour	Casual	Casual	July 13, 2020
Huber, Alexis Rehire	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	July 13, 2020
Huber, Logan Rehire	Community Education Casual District Wide	\$15.00 / hour	Casual	Casual	July 13, 2020
Huber, Michael Rehire	Community Education Casual District Wide	\$32.00 / hour	Casual	Casual	July 13, 2020
Johnson, Luka	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	July 13, 2020
Kahl, David Rehire	Community Education Casual District Wide	\$32.00 / hour	Casual	Casual	July 13, 2020
Klonecki, Nathan Rehire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 13, 2020
Knutson, Jay Rehire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 13, 2020
Lindeberg, Anna Re-hired	Community Education Casual District Wide	\$15.00 / hour	Casual	Casual	July 13, 2020
Loehrer, Natalie Re-hired	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	July 13, 2020
Lohr, Jay	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	June 19,2020-July 31, 2020
Oswald, Matthew Re-hire	Community Education Casual District Wide	\$15.00 / hour	Casual	Casual	July 13, 2020
Pratt, Alexis	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	June 22,2020-August 21, 2020
Purdie, Madelyn Rehire	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	July 13, 2020
Sanders Johnson, Sue Rehire	1.0 FTE Special Education Teacher St. Croix Valley ALC	12 \$69,924	Replacement	SCEA	August 24, 2020

Skiba, Kaela Rehire	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	July 13, 2020
Taft, Granger	.40 FTE English Teacher Stillwater Area High School	\$49,189	2020-2021 Staffing	SCEA	August 18, 2020
Quinn, Peter Rehire	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	July 13, 2020
Wacker, Jeff	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	July 13, 2020
Wacker, John	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	July 13, 2020

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Elie, Sheila	1.0 FTE Art Teacher Oak-Land Middle School	1.1 FTE Art Teacher Oak-Land Middle School	2020-2021 Staffing	SCEA	August 24, 2020 - June 7, 2021
Noland, Patrick	1.0 FTE PLTW Teacher Oak-Land Middle School	1.1 FTE PLTW Teacher Oak-Land Middle School	2020-2021 Staffing	SCEA	August 24, 2020 - June 7, 2021
Rapp, Evalie	1.0 FTE Math Teacher Oak-Land Middle School	1.0 FTE Instructional Coach Oak-Land Middle School	Replacement	SCEA	August 24, 2020
Schmeltzer, Rachel	1.0 FTE Music Teacher Oak-Land Middle School	1.2 FTE Music Teacher Oak-Land Middle School	2020-2021 Staffing	SCEA	August 24, 2020 - June 7, 2021
Tarman, Aimee	Accounts Processing Technician, 8.0 hrs/day Central Services	Payroll Technician, 8.0 hrs/day Central Services	Replacement	Tech Support	July 6, 2020
Woodard, Latoya	Elem. Build. Secr. & Due Process Secr., 7.0 hrs/day Brookview Elementary	Secretary - Secondary Asst. Principal, 8.0 hrs/day St. Croix Valley ALC	Replacement	Tech Support	July 27, 2020

OPEN POSITIONS CURRENTLY ON HOLD

INITIAL DATE OF HOLD	POSITION	ESTIMATED SALARY/HRLY RATE	FTE/HR	GROUP	ESTIMATED HOLD EXPIRATION DATE
February 18, 2020	Floating Custodian VI	\$16.46/hr	8 hrs/day	Custodian	TBD
June 2, 2020	Administrative Assistant - Asst. Superintendent CSB	\$24.00/hr	8 hrs/day	Tech	Completion of Hiring Process for Asst. Supt.



July 15, 2020

Designation of Identified Official with Authority for the MDE External User Access Recertification System

The Minnesota Department of Education (MDE) requires that school districts annually designate an Identified Official with Authority to comply with the MNIT Enterprise Identity and Access Management Standard which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will assign job duties and authorize external user's access to MDE secure systems for their local education agency (LEA). The Board recommends authorizing Malinda Lansfeldt to act as the Identified Official with Authority (IOWA), Sherri Skogen to act as the IOWA to add and remove names only for **Stillwater Area School District 0834-01**.

Approved by Chair Sarah Stivland

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.



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.



Agenda Item VI. I.
Date Prepared: July 14, 2020
ISD 834 Board Meeting

Consent Agenda Item: Lake Elmo Appraisal
Meeting Date: July 23, 2020
Contact Person: Interim Superintendent Lansfeldt

Summary:

Our School Board asked Administration to solicit appraisal proposals for the Lake Elmo bus terminal. CBRE, Inc., Kevin Meeks was approved as the appraiser at the May 28, 2020 school board meeting.

Due to the advice of our legal counsel, we are asking CBRE, Inc. Kevin Meeks to provide a *Hypothetical Condition* that legally the bus terminal can be used and the *Extraordinary Assumption* that it is legally permissible to be used for any of the permitted or conditional uses allowed.

Administration recommends approval of the revised proposal for CBRE, Inc. Kevin Meeks to appraise our Lake Elmo bus terminal.

Attachment: Revised Appraisal Agreement

Recommendation:

Approval of Consent Agenda will be requested.

Proposal and Contract for Services

July 15, 2020

Dr. John Thein
Stillwater Public Schools (ISD 834)
 c/o Peter G. Mikhail
 LeVander, Gillen & Miller, P.A.
 633 South Concord Street, Suite 400
 St. Paul, MN 55075
 Phone: 651.361.8950
 Email: pmikhail@levander.com

RE: Assignment Agreement
 Bus Terminal
 ISD 834 Bus Terminal, 11530 Hudson Blvd. N.
 Lake Elmo, MN 55042

Dear Dr. Thein:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

Purpose:	To estimate the Market Value of the referenced real estate as follows: <ol style="list-style-type: none"> 1.) Based on the <i>Hypothetical Condition</i> that the subject can legally be used as a bus terminal. 2.) Based on the <i>Extraordinary Assumption</i> that it is legally permissible for the subject to be used for any of the permitted or conditional uses allowed per the subject's
Premise:	As Is
Rights Appraised:	Fee Simple
Intended Use:	Possible Litigation purposes
Intended User:	The intended user is Stillwater Public Schools (ISD 834) ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
Reliance:	Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an

CBRE, Inc.
 800 LaSalle Avenue, #1900
 Minneapolis, MN 55402
www.cbre.us/valuation

Kevin T. Meeks, MAI
 Vice President

Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

Inspection:	CBRE will conduct a physical inspection of both the interior and exterior of the subject property, as well as its surrounding environs.
Valuation Approaches:	All three traditional approaches to value will be considered and utilized.
Report Type:	Oral Appraisal Report
Appraisal Standards:	USPAP
Appraisal Fee:	\$250/Hour (Not to exceed \$5,000)
Expenses:	Fee includes all associated expenses
Retainer:	A retainer of \$1,500 is required (it's my understanding it's already being processed)
Payment Terms:	Final payment is due within thirty (30) days of delivery of the oral appraisal report.
	We will invoice you for the assignment in its entirety at the completion of the assignment.
Delivery Instructions:	The appraisal will be delivered in an oral appraisal report format.
Delivery Schedule:	
Final Report:	The oral appraisal report will be delivered upon the client's request, and no later than July 27, 2020.
Start Date:	The appraisal process has already started per prior agreement with the client.
Acceptance Date:	These specifications are subject to modification if this proposal is not accepted within 1 business days from the date of this letter.

Market Volatility:

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organization as a global pandemic on the 11th March 2020, is causing heightened uncertainty in both local and global market conditions. Our valuation is based on the information available to us at the date of valuation. You acknowledge that our reports may include clauses highlighting heightened uncertainty if appropriate, and we recommend our valuation is kept under frequent review.

Both governments and companies are initiating travel restrictions, quarantine and additional safety measures in response to the COVID-19 pandemic. If, at any point, our ability to deliver the services under this LOE are restricted due to the pandemic, we will inform you within a reasonable timeframe and work with you on how to proceed. Whilst we will endeavor to meet the required timeframe for delivery, you acknowledge any Government or company-imposed restrictions due to the virus may impede our ability to meet the timeframe and/or deliverables of this engagement, and delays may follow. Any delays or inability to deliver on this basis would not constitute a failure to meet the terms of this engagement.

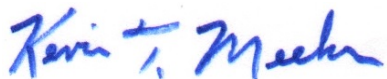
When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.

Valuation & Advisory Services



Kevin T. Meeks, MAI
Vice President – CBRE VAS
As Agent for CBRE, Inc.
T 612.336.4242
kevin.meeks@cbre.com

AGREED AND ACCEPTED

FOR STILLWATER PUBLIC SCHOOLS (ISD 834) ("CLIENT"):

Signature

Date

Name

Title

Phone Number

E-Mail Address

ADDITIONAL OPTIONAL SERVICES

Assessment & Consulting Services: CBRE's Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports and other necessary due diligence services (seismic risk analysis, zoning compliance services, construction risk management, annual inspections, etc.). CBRE provides our clients the full complement of due diligence services with over 260 employees in the U.S. that are local subject matter experts.

Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at

WhitePlainsProposals@cbre.com. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.

_____ Initial Here

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement") between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the appraisal office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 5 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Appraiser executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Appraiser executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between

Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.

8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT

APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.
17. Furthermore, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the appraisal or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Appraisal Report, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Appraiser (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.
18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Proposal and Contract for Services

SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. PLEASE NOTIFY US IMMEDIATELY IF ANY OTHER CBRE SERVICE LINE (INCLUDING CAPSTONE) IS INVOLVED IN THE BROKERAGE, FINANCING, INVESTMENT OR MANAGEMENT OF THIS ASSET.
2. Legal description
3. Survey and/or plat map
4. Site plan for the existing development
5. Building plans and specifications, including square footage for all buildings
6. Details regarding existing percentage of office build-out and climate controlled area
7. Current county property tax assessment or tax bill
8. Details on any sale, contract, or listing of the property within the past three years
9. Engineering studies, soil tests or environmental assessments
10. Ground lease, if applicable
11. Details regarding the development costs, including land cost, if developed within the past three years
12. Three-year and YTD expenses
13. Current year expense budget
14. Details regarding capital expenditures made within the last 12 months, or scheduled for the next 12 months
15. Any previous market/demand studies or appraisals
16. Any other information that might be helpful in valuing this property

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Kevin T. Meeks, MAI
Vice President
kevin.meeks@cbre.com
CBRE, Inc.
Valuation & Advisory Services
800 LaSalle Avenue, #1900
Minneapolis, MN 55402



Agenda Item VII. A.
Date Prepared: July 9, 2020
ISD 834 Board Meeting

Agenda Item: Policy for Second Reading
Meeting Date: July 23, 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.

Included for review are: Policy 903 with track changes, Policy 903 final version, and policy R 5.6.1.

Recommendation:

This policy will come for a final reading at the next Board meeting.

SCHOOL/COMMUNITY RELATIONS

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Visitors to School District Buildings and Sites	903 R-5.6.1	Adopted:	Annually

I. PURPOSE

The purpose of this policy is to provide expectations for visitors ~~inform the school community and the general public of the position of the school board on visitors~~ to school district buildings and ~~other school~~ property.

II. GENERAL STATEMENT OF POLICY

- A. ~~The school board encourages interest on the part of parents and community members in school programs and student activities. Strong healthy partnerships between school, home and community are beneficial to the learning experience and are encouraged. The school board welcomes~~ visits to school district buildings and ~~school~~ property by parents and community members provided the visits are that are consistent with the health, education, ~~and safety, of students~~ and well-being of students and employees and are conducted within the procedures and requirements established by the school district.
- B. ~~The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment. Stillwater Area Public School District follows this policy to maintain 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 and requirements 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. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy. 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. The superintendent shall be responsible for providing coordination that may be needed

~~throughout the process and providing for periodic school board review and approval of the procedures.~~

- 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 post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.~~
- B. ~~A student enrolled in a PSEO post-secondary enrollment 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.~~

RESPONSIBILITY

- A. ~~The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements 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. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.~~
- B. ~~The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and approval of the procedures.~~

V. **VISITOR LIMITATIONS**

- A. ~~An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.~~
- B. ~~Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements which are an addendum to this policy or as otherwise specifically authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:~~
- ~~1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or~~
 - ~~2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.~~

~~C. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements, may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.~~

~~A. Visitors are requested to use appropriate behavior and language in the presence of students. 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 the 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)

~~**Cross References:**~~

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 ~~and requirements~~ 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)



RESULTS

Policy Title	Policy Level	Date Approved
Visitors to the Schools (Partnerships)	R 5.6.1	11-06-03

It is the policy of I.S.D. 834 Board of Education that partnerships between community, home and school be encouraged. Parents and community members are welcomed into our schools provided the visits are not disruptive to the learning environment and are conducted within the procedures and requirements established by the school district.

Rationale: In order to maximize learning, positive relationships between school, community and home must be fostered and maintained.



Agenda Item: VII. B.
Date Prepared: July 17, 2020
ISD 834 Board Meeting

Agenda Item: Smart reStart Fall Planning Update
Meeting Date: July 23, 2020
Contact Person: Interim Superintendent Malinda Lansfeldt

Background:

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

No Action required.



Agenda Item: VII. C.
Date Prepared: July 14, 2020
ISD 834 Board Meeting

Agenda Item: Reimagine Stillwater Schools
Meeting Date: July 23, 2020
Contact Person: Interim Superintendent Malinda Lansfeldt / Chair Stivland

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.



See All. Serve All. Support All.

School Board Meeting

July 23, 2020

Systemic Anchors

Objectives, Goals and Strategies

World's Best Workforce

2019-2020



The objectives of our Strategic Plan are based on the areas of the WBWF. Each year, our school board members and district staff work together to set goals in each of the five focus areas. The goals help guide the Operational Plan, while providing essential information about how our students are doing each year. Goals may range from one to three years in length.

What is WBWF? We believe that all of our students should leave our schools ready for whatever their futures hold. It's our job to prepare them with the skills and attributes they will need to succeed in work and life.

Aligned as part of our strategic plan, the WBWF goals provide the details we are required by the state to include as part of the WBWF report. Specific and measurable goals are developed annually for each of the five areas.

*Strategies with (RM) denotes alignment with Reimagine Minnesota, an action plan developed by local superintendents to address integration, access, opportunity, and educational achievement for all students.

All Children Are Ready For School

Goal	2019-2020 Strategies
At the start of the 2020-2021 school year, 80 percent of kindergarten students who have attended SAPS preschool will demonstrate readiness for school, as measured by a benchmark score of 34 on the Fastbridge early reading composite.	Continue to develop birth to K parent engagement opportunities allowing for parents to participate in their students' learning.
	Maximize play-based learning in pre-K to increase engagement and foundational pre-academic and social emotional skills.
	Continue screenings to assess incoming kindergarten readiness.
	Continue to identify student needs through early childhood screening (RM) (X).
	COMMUNITY STRATEGY: Provide Stillwater district kindergarten readiness standards/checklists to childcare providers for dissemination to parents of 4-year-olds.

All Third Graders Can Read At Grade Level

Goal	2018-2019 Strategies
By June of 2021, third graders meeting end-of-year proficiency, as measured by MCA reading, will increase from 58.7 percent to 60.7 percent.	Continue to implement and support best practices in balanced literacy instruction.
	Continue strategies that identify and support students exhibiting reading and language behaviors consistent with dyslexia.
	Continue parent involvement, including periodic family-night activities, generalized parent communication and bi-annual conferences, and PATH parent awareness (RM) (X).
	Support implementation of Tier II and Tier III scientific- and evidence-based reading interventions.
	Develop a student support system for English language learners.
	COMMUNITY STRATEGY: Partner with community members/agencies to establish reading buddies.



1.31.20

Achievement and Integration Plan

July 1, 2020 to June 30, 2023

District ISD# and Name: Stillwater Area Public Schools

District Integration Status: Voluntary

Superintendent: Denise Pontrelli

Phone: 651-351-8301

Email: pontrellid@stillwaterschools.org

Plan submitted by: Eric Anderson

Title: Coordinator of Equity & Integration

Phone: 651-351-8389

Email: anderson@stillwaterschools.org

Racially Identifiable Schools within District

If you have been notified by the Minnesota Department of Education (MDE) that your district has a racially identifiable school, please list each of those schools below. Add additional lines as needed.

1. Not Applicable
2. Enter text here.
3. Enter text here.
4. Enter text here.
5. Enter text here.
6. Enter text here.

Plans for racially identifiable schools should include the same information and follow the same format as districtwide plans. Provide that information in the [Racially Identifiable School](#) section of this document.

Partnering Districts Racially isolated districts must partner with adjoining districts on student integration strategies (Minn. R. 3535.0170). List the districts you will partner with, adding additional lines as needed. Provide the name of your integration collaborative if you have one: Enter name.

1. Roseville Area Public Schools (RI)
2. Rosemount-Apple Valley-Eagan (RI)
3. South Washington County (A)
4. Inver Grove Heights (V)
5. White Bear Lake (A)
6. South St. Paul (V)
7. Forest Lake (V)
8. Hastings (A)

School Board Approval

☐ We certify that we have approved this Achievement and Integration plan and will implement it as part of our district's World's Best Workforce plan (Minn. Stat. § 124D.861, subd. 4).

☐ We certify that we sought and received input on integration goals and strategies from councils as described on page 2. The council(s) included representation and meaningful input from our American Indian Parent Advisory Committee as required by Minnesota Rules 3535.0160, subpart 2, and Minnesota Rules 3535.0170, subparts 2-5.

Superintendent: Denise Pontrelli

Signature:

Date Signed: Enter date.

School Board Chair: Sarah Stivland

Signature:

Date Signed: Enter date.

Reimagine Minnesota

A Collective Education Roadmap for Action
A commitment to create lasting equity and excellence in education for all students
April 2018



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Stillwater
AREA PUBLIC SCHOOLS

Curiosity Thrives Here

Equity, Diversity, Inclusion

Organizational Responsivity: Developing and deepening our systemic EDI practices with students, staff, families, community, and administration.

IMMEDIATE

- Share our equity and integration work with our stakeholders (ie. where we've been and where we're going)
- Develop collective understandings, priorities within Admin Team
- Provide staff with skills in responsiveness and student support

SHORT-TERM

- Form a district-wide equity, diversity, inclusion, engagement committee
- Hire cultural liaison position(s)
- Listen to and incorporate student voice
- Provide professional development at all levels of organization

LONG-TERM

- Create a multi-cultural Center (w/cultural liaison support)
- Provide mental health support for racial trauma
- Recruit/hire BIPOC
- Adapt curriculum
- Establish an equity promise

The Power of Partnerships

Staff	Parents	Community	Professional
<ul style="list-style-type: none"> • NAPAC • Caminos • Islamic Resource Group • WBWF Sub-Committee • StoryArc • Summer Success 	<ul style="list-style-type: none"> • NAPAC • Caminos • Islamic Resource Group • WBWF Sub-Committee 	<ul style="list-style-type: none"> • NAPAC • Caminos • Islamic Resource Group • WBWF Sub-Committee • StoryArc 	<ul style="list-style-type: none"> • MDE • Reimagine Minnesota • Equity Alliance • Century College • U of M Carlson School of Management • U of M African American & African Studies • ISD 196 • ISD 833 • Minnesota Humanities Center

Purpose of Reimagine Minnesota

To ensure the constitutionally guaranteed right to an adequate education of all students by creating a comprehensive collective action plan to address integration, access, opportunity and educational achievement



*A commitment to lasting equity and
excellence in education for all
students*



See All	Serve All	Support All
Effective, diverse stakeholders who use trusting relationships to create welcoming classrooms, schools and communities that meet the needs (hope and dreams) of all students and families.	Personalized relevant education for all students that guarantees access to rigorous learning and eliminating predictability based on race.	Equitable resources (time, talent, funds) aligned to student needs (hopes and dreams) that enable every district to “see all” and “serve all.”

REIMAGINE MINNESOTA

THE STRATEGIES

What initiatives or directions are needed to address the barriers and implement the goals?

CULTURAL COMPETENCE

Develop, sustain and evaluate cultural competence for teachers

RECRUITMENT AND RETENTION

Develop and build systemic strategies for recruiting and retaining staff of color

COMMUNITY BRIDGES

Build bridges between school and community

PERSONALIZED EDUCATION

Prioritize and ensure personalized education with emphasis on acceleration vs. intervention

STUDENT VOICE

Elevate student voice and leadership and improve/ensure inclusiveness in the school culture and environment

SHARED UNDERSTANDING

Create and sustain consistent shared understanding of equity and high level of skill application for leaders

CULTURAL INCLUSIVITY

Develop and implement culturally inclusive standards, curriculum and comprehensive system of assessment

ADULT BEHAVIORS

Eliminate adult behaviors and policies that lead to disproportionality; provide growth-oriented support

STATEWIDE FUNDING

Statewide funding that ensures equity, access and opportunity for all students



Interim Superintendent
Malinda Lansfeldt
lansfeldtm@stillwaterschools.org

Assistant Superintendent
Jennifer Cherry
cherryj@stillwaterschools.org



**Resolution Establishing The Procedure And Schedule
To Fill Two School Board Vacancies By Appointment**

Board Member _____ 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:

The following voted in favor of the resolution:

The following voted against the resolution:

WHEREUPON said resolution was duly declared passed and adopted.



Resolution Calling Special Election To Fill School Board Vacancies

Board member _____ 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:

On a roll call vote the following voted in favor:

And the following voted against:

Whereupon said resolution was declared duly passed and adopted.



Resolution Establishing Dates for Filing Affidavits of Candidacy for Special Election

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.

Dated: July 23, 2020

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



Agenda Item VIII. D.
Date Prepared: July 17, 2020
ISD 834 Board Meeting

Action Item: District Handbook 2020-2021

Meeting Date: July 23, 2020

Contact Person: Ms. Carissa Keister, Manager of Community Engagement

Background:

Each year the district is required to inform parents/guardians of district policies, required notices, and student/parent rights and responsibilities. This information 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. Each year, parents/guardians are required to sign off that they have reviewed the policies, procedures and required notices contained within this handbook.

Recommendation:

Administration requests approval of the District Handbook for 2020-2021.

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



Agenda Item VIII. E.
Date Prepared: July 13, 2020
ISD 834 Board Meeting

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

Summary:

The Policy Working Group will be presenting Policy 533 - Wellness for a final reading.

This policy is included for review.

Recommendation:

A motion and a second to approve Policy 533 – Wellness.

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

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Wellness	533	Adopted: 06-09-2016 Reviewed: 05-23-2019 Revised: 06-27-2019	Annually

I. PURPOSE

The School District is committed to providing a healthy school environment and culture that promotes and protects student health, well-being, and opportunity to achieve and thrive by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

The School District has a responsibility to foster a learning environment that encourages students to maintain lifelong healthy eating habits, and physical, social and emotional health.

Children need daily access to healthy foods and opportunities to be physically active in order to learn, grow, and thrive. All students in Early Childhood through Transitions will have opportunities, support, and encouragement to be physically active and eat healthy on a regular basis.

III. GOALS

Through district curriculum and community partnerships, students will learn that nutrition, health, and physical education are essential components of the educational process leading to lifelong habits of healthy eating and physical activity.

A. Physical Education

Through district curriculum, the School District will:

1. Educate students and families to recognize that physical education is an essential component of the educational process and that good health fosters academic achievement.
2. Provide opportunities to strengthen the skills and knowledge needed to maintain a healthy lifestyle through the district's physical education and health curricula.
3. Provide a developmentally appropriate individual, goal driven, fitness plan to include ongoing evaluations of current fitness and health levels, aligned with national and state standards.

B. Physical Activity

Through district curriculum, the School District will:

1. Provide adequate opportunities to all students Early Childhood through Transitions to be physically active during the school day to contribute to the recommended goal of 60 minutes of physical activity each day.
 - a. Incorporate opportunities for physical activities into other subject lessons and between lessons or classes, as appropriate.
2. Understanding the importance of physical activity in a child's ability to focus and learn in the classroom, school personnel are encouraged to use physical activity as a reward for good behavior.
 - a. School personnel will not withhold participation in recess or physical education as a punishment for lack of work completion, unless mutually agreed to by the parent/guardian.
 - b. School personnel will not use physical activity as a punishment (running laps, push-ups, etc.)

IV. HEALTH AND NUTRITION EDUCATION

Through district curriculum, the School District will:

1. Provide nutrition education that follows national and state standards and focuses on understanding the relationship between personal behavior, individual health, and the impact of food choices.
 - a. Teachers will incorporate nutritional information into subject lessons where appropriate.
 - b. Food will not be used as a reward or punishment for academic performance or behavior.
 - c. Proper nutrition and physical activity will be used as a tool to enhance academic behavior and performance.
2. School-based Activities
 - a. The District will support and promote physical activities for students and families through a broad range of before and after school activities, intramurals, summer activities, community education offerings, co-curricular activities, and physical education offerings.
 - b. The District will support the use of district facilities for physical activities by students, staff, and the community, outside the normal school day, consistent with the Community Education Facilities Use Guidelines.
 - c. The District will support school and community partnerships that encourage physical and emotional health.

- d. The District will support the use of USDA Child Nutrition Standards for fund-raising efforts held outside the school day.
- 3. Nutrition Promotion
 - a. The District will support students in the development of healthy eating habits both during and outside the school day.
 - b. The District will support families' efforts to provide healthy food choices for children and will share information about healthy food choices in school and suggestions for home.
 - c. Schools will utilize competitive pricing, signage, product placement and promotional strategies to let students know which items are healthy, such as salads and fruit, and to encourage these healthy food choice consistent with USDA Child Nutrition Standards.
 - d. 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.

V. NUTRITION GUIDELINES

- A. USDA Child Nutrition Standards apply to all foods and beverages available at each school during the school day with the objectives of promoting student health and reducing childhood obesity.
- B. The School District will strive to eliminate students' access to unhealthy foods and beverages on school grounds.
- C. Food and beverages will not be part of student birthday recognition events. Staff will be thoughtful and align with district nutrition guidelines when using food and beverage during occasional classroom celebrations and lessons.
 - 1. Caution will be exercised when offering foods and materials that may cause allergic reactions.
 - 2. All foods and beverages provided to and/or made available to students on campus during the school day will comply with USDA Child Nutrition Standards (including, but not limited to, food and beverages sold in al a carte, concessions, school stores, vending, beverage contracts, and other instances where food or beverages are provided or sold).
 - 3. No home prepared food may be provided, or sold to students. All foods sold or provided to students must be prepared in licensed commercial kitchens or facilities and labeled with nutrition and ingredient statements.
 - 4. To the extent possible, the District will ensure that all students have access to adequate time for school meals.
- D. The District will provide students access to hand washing or hand sanitizing before they eat meals or snacks.

- E. The District will encourage compliance with USDA Child Nutrition Standards for foods made available on campus outside the school day (including, but not limited to, concessions, school stores, vending, beverage contracts, and other instances where food or beverages are provided or sold).

VI. IMPLEMENTING AND MONITORING

The Superintendent, or designee, will ensure compliance with the wellness policy and will prepare an annual report. Such report shall include, at a minimum:

1. The extent to which schools are in compliance with the local wellness policy
 2. The progress made toward attaining the goals of the wellness policy
 3. The extent to which the local wellness policy compares to model local wellness policies.
- A. The District will engage families to solicit input to meet district wellness goals through online communications and other communication formats.
 1. The District will inform and update the public, including parents, students, and others in the community about the content and implementation of the wellness policy, and the policy will be posted on the District's website.
 - B. Training and Education
 1. On an annual basis, staff will be provided information and applicable training regarding this policy.
 2. Staff will be provided appropriate training and ongoing staff development regarding best practice as it relates to physical and health education, and the incorporation of physical activity and nutrition during the school day.
 3. Nutrition, health and physical education information and opportunities will be provided to parents through a variety of formats.
 - C. Review of Policy

A committee consisting of staff, parent/guardian, student, and community partner representatives shall confer annually to review this policy for effectiveness and consistency with law. Recommended changes shall be submitted to the School Board for consideration.



Agenda Item VIII. F.
Date Prepared: July 14, 2020
ISD 834 Board Meeting

Action Items: Amended Transportation Contract – MN Central Bus Co.
Meeting Date: July 23, 2020
Contact Person: Interim Superintendent Lansfeldt / Chair Stivland

Summary:

Due to the COVID-19 Pandemic, an amended agreement was signed on March 25, 2020 whereas Contractor (MN Central) and Stillwater Area Public School agreed to pay 82% of the contracted rates that were currently in place for FY20. District agrees to pay Contractor based on payment timeline as indicated in current existing contract. It was stated that Contractor will use the funds to continue paying personnel utilized in the service of this contract.

Administration recommends approval of the new amended contract.

A copy of the new amended MN Central contract was provided.

Recommendation:

A motion and a second to approve the new amended MN Central contract will be requested.

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



Agenda Item VIII. G.
Date Prepared: July 17, 2020
ISD 834 Board Meeting

Action Agenda Item: Contract for Services with the Center for Effective School Operations (CESO)

Meeting Date: July 23, 2020

Contact Person: Cathy Moen, Executive Director of Administrative Services

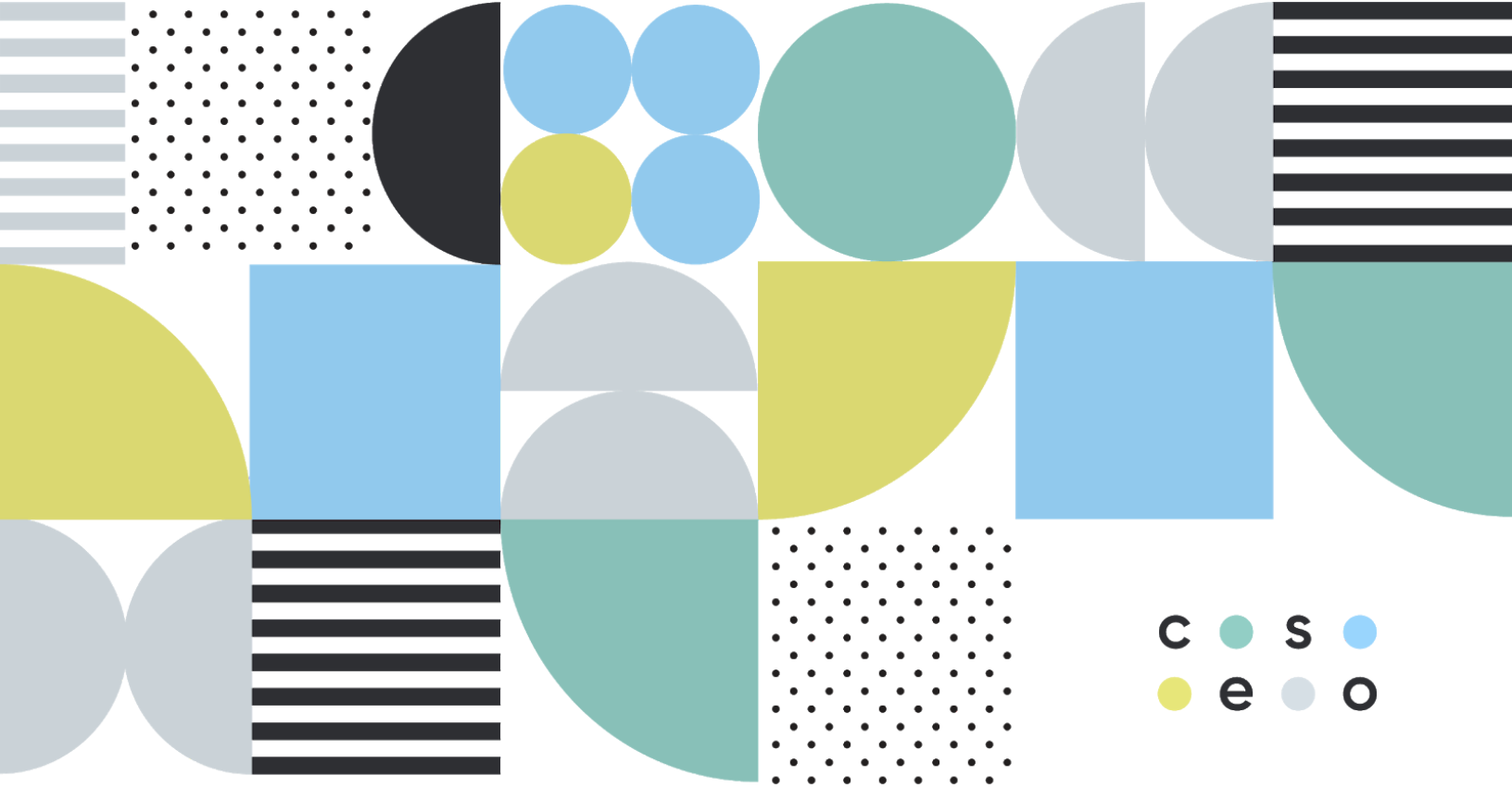
Background:

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 is attached.

Recommendation:

A motion and a second for Board approval of the proposed contract for services with CESO.

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



Financial Management and Operational Support

Stillwater Area Public Schools
July 14, 2020



01 | The Ceso Story •

The Center for Effective School Operations (CESO) would like to thank you for the opportunity to partner with Stillwater Area Public Schools. With a heart for kids and the knowledge that every education dollar matters, we've set out to help educators be as efficient and effective as they can be. With a holistic approach, insatiable curiosity and the ability to start each and every engagement with the question why, we've been able to put education dollars where they belong – the classroom.

02 | Scope of Work •

Financial Management Services

- Provide overall administration of and direction for the finance department.
- Develop and maintain, in conjunction with the Board and Superintendent, the district budget for revenues and expenditures.
 - Determine needs and set financial and operational parameters and structures dealing with finance.
 - Facilitate final budget approval.
 - In-service staff on budget procedures as required.
 - Monitor financial activity to ensure proper operation within budget and legal expenditure of funds.
 - Provide short and long range financial planning.
- Provide process and procedures for the regular expenditure of funds.
 - Purchasing
 - Accounts payable
 - Activity Accounts
- Provide leadership or support as needed for negotiated contracts.
- Confirm alignment and compliance with laws and mandates.
 - Provide for all required financial reporting.
 - Evaluate procedures for implementing required and best practice procedures for financial activity.
- Provide leadership and support for operation areas.
 - Nutrition Services
 - MARSS
 - Enrollment
 - Facilities and Site Operations
 - Transportation
- Supervision and evaluation of appropriate staff.
- Facilitate the proper and legal investment of funds.

Transportation Management Services

- Management of all areas of school transportation.
- Supervision and evaluation of transportation district staff.
- Oversight of routing for all regular and special education, homeless and care and treatment students to ensure maximum efficiencies and safety for all routes. District staff and/or contractors will provide specific routing design and daily routing maintenance.

- Work as liaison between the district and bus companies for all transportation aspects, including the establishment of procedures to increase the level of service to Stillwater Area Public Schools.
- Provide director level communication to staff, contractors and parents as needed.
- Train and evaluate district staff and contractors in routing software as needed.
- Lead contractor RFP processes and/or contract negotiations.
- Review and audit monthly contractor invoice(s) for accuracy in regard to contract and existing routes.
- Provide transportation leadership with district boundary planning, bell time studies, boundary/mapping software cleanup, and overall transportation consulting as needed.
- Coordinate and lead all transportation technology upgrades and synchronizations.
- Detailed review and assistance on annual transportation report for MDE.

Superintendent Consulting Services

- Gary Amorosa, Ph.D., formerly the Executive Director of the Minnesota Association of School Administrators, consulting services as needed.

03 | Payment Terms •

- Financial Management Services (full time): \$15,850.00 per month
 - If the work of full time financial management services in this area are not needed, a reduced prorated contract rate can be requested by the district beginning on September 1, 2020, for the appropriate amount of time required.
- Transportation Management Services (half time): \$5,900.00 per month
- Superintendent Consulting Services: Included

04 | Start and Completion Dates •

- This contract will take effect on the date of signing by both parties.
- Termination can be made by either party on October 31, 2020, with written notice.
- If this contract is not terminated by October 31, 2020, termination may occur on the last day of any month through June 30, 2021, with written notice by either party. To extend past June 30, 2021, a new contract must be signed by both parties.



05 | Authorization to Proceed •

Please sign and return a copy of this contract to CESO Finance as authorization to proceed. Once we receive this signed contract we will return a final contract to you for your records and begin with the implementation stages of this agreement. I have carefully reviewed the above contract and authorize CESO Finance to proceed.

Malinda Lansfeldt, Interim Superintendent
Stillwater Area Public Schools
1875 Greeley Street South
Stillwater, MN 55082

Lance Libengood, President
The Center for Effective School Operations
615 1st Avenue NE - Suite 115
Minneapolis, MN 55413

Authorized Signature

Authorized Signature

Authorized Print Date

Authorized Print Date

EXPENDITURE APPROVAL FORM

Fiscal Year 2020-2021

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

REQUESTED BY: Cathy Moen **DATE:** July 17, 2020

DESCRIPTION OF REQUEST

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

Approval of Proposal for Services from Center for Effective School Operations (CESO) to cover job duties of Executive Director of Finance and Operations, beginning July 20, 2020. This includes finance, operations and transportation.

FINANCIAL IMPACT

\$65,250 (Approx. amount assuming \$21,750 per month for three months. May be less if opt to reduce the amount of time specifically allocated to Finance during the term of the agreement. Cost would increase if it is determined necessary to extend length of the service agreement.)

Budget(s) Impacted: General Fund

Is This a One-Time Expenditure?

☒ Yes, once implemented there will be no ongoing costs (this will change if it is necessary to extend the term of the contract.)

☐ No, it will need to be funded indefinitely

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

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

☐ Yes List Source(s): Special Ed Reimbursement Amount:

☒ No

PROGRESS MONITORING

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

It will be up to the Board to determine if an extension of the service agreement is needed.



Agenda Item: VIII. H.
Date Prepared: July 16, 2020
ISD 834 Board Meeting

Action Agenda Item: Affinity Payment System Fees
Meeting Date: July 23, 2020
Contact Person: John Perry, Director of Learning Technology and Design Systems

Background:

Recently FeePay announced their products end-of-life. In response, 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. The district is charged, per our contract, \$0.25+2.98% 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.

Location(s): All

Project Name: Online Payment System Transaction Fees

Amount: Estimated - \$55,000/year

Recommendation:

Approve attached form affirming 4% transaction fee will be added to all Affinity purchases in order cover the district's credit card transaction fees.

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



SmartSchoolK12 Surcharge Fees Confirmation

School District Name: Stillwater Area Public Schools #834

With regards to surcharges for credit card and electronic check processing, our school district wishes to:

- ☐ Absorb all payment processing fees
- ☐ Absorb credit card fees, but apply surcharges for electronic check
- ☐ Absorb electronic check fees, but apply surcharges for credit cards
- ☒ Apply surcharges for both credit card and electronic check

Surcharge Schedule:

- Credit Card Fees passed to parents:
 - 4%
- eCheck Fees to parents:
 - 4%

We want to assess surcharge on the following types of purchases:

- 1) ☐ Wordware Lunch Payments
- 2) ☐ Primero Edge Lunch Payments
- 3) ☐ Skyward Lunch Payments
- 4) ☐ Tuition Contracts
- 5) ☐ K12 Underwriters Insurance
- 6) ☒ Athletic and Activity Registrations (Affinity)
- 7) ☒ School Store (ePayTrak)
- 8) ☒ Destiny Library Fines
- 9) ☒ Skyward Fees

Print Name _____

Title _____

Signature _____

Date _____

Please complete, and return to holly.raby@affinetyolutions.com



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

Agenda Item: School Board Reports
Meeting Date: July 23, 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 13, 2020
ISD 834 Board Meeting

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

Background:

The meeting must be adjourned formally.
