



Independent School District 834
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082
School Board Business Meeting Agenda – July 22, 2021 6:00 p.m.

- I. **Call to Order**
- II. **Roll Call**
- III. **Pledge of Allegiance**
- IV. **District Mission Statement and School Board Goals**
- V. **Approval of Agenda**
- VI. **Open Forum**
Fifteen speakers will be allotted three minutes each to speak
- VII. **Superintendent Report**
- VIII. **Consent Agenda**
 - A. Minutes of July 8, 2021 Business Meeting
 - B. Disbursement Register – July 10, 2021 – July 23, 2021
 - C. Accept Gifts and Donations – June 2021
 - D. Transfer of Restricted Funds
 - E. Youth Services Bureau, Inc. 2021-2022 Agreements
 - F. Approval of Realtor RFQ
 - G. Stillwater Middle School Water Mitigation
 - H. Orchestra Field Trip Approval Form - Chicago
 - I. Human Resources Personnel Report
- IX. **Reports**
 - A. First Policy Reading (731) Post Issuance Debt Compliance - Dr. Jennifer Cherry
 - B. Third Policy Reading (705) Investments - Dr. Jennifer Cherry
 - C. Stillwater Middle School Gym Floor Removal and Abatement - Mr. Mark Drommerhausen
- X. **Action Items**
 - A. Stillwater Middle School Gym Floor Removal and Abatement - Mr. Mark Drommerhausen
 - B. Paraprofessional Contract – Ms. Cindy Gustafson
 - C. District Handbook – Ms. Carissa Keister
- XI. **Board Chair Reports**
- XII. **Adjournment**
 - A. Adjourn

Attachment:

- Finance and Operations Committee Notes
- Policy Committee Notes



Agenda Item I.
Date Prepared: June 15, 2021
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: July 22, 2021

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: June 15, 2021
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: July 22, 2021

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

Beverly Petrie, Chair

Alison Sherman, Vice Chair

Matt Onken, Treasurer

Annie Porbeni, Clerk

Katie Hockert, Director

Tina Riehle, Director

Liz Weisberg, Director

Malinda Lansfeldt, Interim Superintendent, Ex-Officio

Recommendation:

Board action is not required.



Agenda Item III.
Date Prepared: June 15, 2021
ISD 834 Board Meeting

Agenda Item: Pledge of Allegiance
Meeting Date: July 22, 2021

Background:

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

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

Recommendation:

Board action is not required.



Agenda Item IV.
Date Prepared: June 15, 2021
ISD 834 Board Meeting

Agenda Item: District Mission and School Board Goals
Meeting Date: July 22, 2021

Background:

A School Board member will read the District Mission statement.

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

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

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

Increasing student achievement for ALL students.

Securing long-term financial stability of the district.

Increasing community trust and engagement.

Recommendation:

Board action is not required.



Agenda Item V.
Date Prepared: June 15, 2021
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: July 22, 2021

Background:

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

Recommendation:

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

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



Agenda Item VI.
Date Prepared: June 15, 2021
ISD 834 Board Meeting

Agenda Item: Open Forum
Meeting Date: July 22, 2021

Background:

Those who wish to speak to the School Board will be able to do so in the beginning of the board meeting during Open Forum. You must sign up to speak. You may sign up only for yourself, not other individuals or groups, and only in person. The sign-up sheet is made available at the Oak Park Building 30 minutes prior and up to the start of the meeting.

Due to time limitations, we will limit the number of speakers to 15, who may speak for 3 minutes each. If you spoke at the last meeting, please consider allowing others to sign up before you.

When your name is called, please approach the podium and state your name and address, including town, before you begin your remarks. Please pay attention to the timer, who will hold up cards indicating when you are approaching the end of your time. When time is called, you may finish your sentence. After you address the Board, please leave the podium.

Stillwater Area Public Schools, District 834, welcomes input from citizens as community involvement on the issues facing our district 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. We welcome discussion of the issues but will not tolerate the targeting of individual staff or students by name, position or implication.

Because we are modeling civil discourse for our community, speakers must present their testimony in a respectful manner. Vulgarity, character attacks, or malice will not be tolerated. The Board will not deliberate, discuss, or engage in conversation with speakers during Open Forum. However, the Board may ask administration to review the concerns presented.

Recommendation:

This is for informational purposes only.



Agenda Item VII.
Date Prepared: June 15, 2021
ISD 834 Board Meeting

Agenda Item: Superintendent Report
Meeting Date: July 22, 2021

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: Consent Agenda
Meeting Date: July 22, 2021
Contact Person: Varies by item

Agenda Item VIII. A.B.C.D.E.F.G.H.I.
Date Prepared: June 15, 2021
ISD 834 Board Meeting

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 Business Meeting Minutes July 8, 2021

Contact Person: Annie Porbeni, Clerk or Joan Hurley, Secretary

A copy of the minutes is included for your review.

B. Disbursement Register – July 10, 2021 – July 23, 2021

Contact Person: Dr. John Thein, Director, Finance

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

C. Accept Gifts and Donations – June 2021

Contact Person: Dr. John Thein, Director, Finance

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

D. Transfer of Restricted Funds

Contact Person: Ms. Annette Sallman, Director of Community Education

A summary of the report is included for your review.

E. Youth Services Bureau, Inc. 2021-2022 Agreements

Contact Person: Dr. Jennifer Cherry, Assistant Superintendent

A copy of the report is included for your review.

F. Approval of Realtor RFQ

Contact Person: Mr. Mark Drommerhausen, Director of Operations

A copy of the report is included for your review.

G. Stillwater Middle School Water Mitigation

Contact Person: Mr. Mark Drommerhausen, Director of Operations

A summary of the report is included for your review.

H. Orchestra Field Trip Approval Form - Chicago

Contact Person: Kent Muser, Stillwater Area High School Orchestra

A copy of the pre-approval form is included for your review.

I. Human Resources Personnel Report

Contact Person: Cindy Gustafson, Director, Human Resources

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

Recommendation:

***BE IT RESOLVED** by the School Board of Independent School District 834 – Stillwater Area Public Schools that Consent Agenda Items A through 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
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082
July 8, 2021 – 8:00 a.m. Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 8:03 a.m.
- II. **Roll Call:** Present: Beverly Petrie, Chair, Alison Sherman, Vice-Chair, Matt Onken, Treasurer, Annie Porbeni, Clerk, Katie Hockert, director, Tina Riehle, director

Not Present: Director Weisberg

- III. **Pledge of Allegiance**
- IV. **District Mission Statement and School Board Goals**
- V. **Approval of the Agenda**

Motion to approve the agenda by: Member Sherman; second by: Member Hockert; Vote: 6 ayes, 0 nays; Motion carried unanimously.

- VI. **Consent Agenda**
- A. Minutes of June 24, 2021 Business Meeting
 - B. Disbursement Register – June 26, 2021 – July 9, 2021
 - C. CliftonLarsonAllen LLP
 - D. Human Resources Personnel Report

Motion to approve the Consent Agenda Items A,B,C,D by: Member Sherman; Second by: Member Hockert; Vote: 6 ayes, 0 nays; Motion carried unanimously.

- VII. **Adjournment**
- A. The meeting adjourned at 8:06 a.m.

Respectfully submitted, Annie Porbeni, Clerk



Agenda Item VIII.D.
Dated Prepared: July 12, 2021
ISD 834 Board Meeting

Consent Agenda: Transfer of Restricted Funds
Meeting Date: July 22, 2021
Contact Person: Ms. Annette Sallman, Director of Community Education

Summary:

As a result of COVID-19 shutting down our in-person programming during the spring of 2020, the preschool program, School Readiness, over-spent and ended the year in deficit totaling \$417,256. The ongoing restrictions in 2020-21 have resulted in additional over expenditures. Right now we estimate that this program will over spend by approximately \$170,000 bringing the total deficit to almost \$600,000.

During this same timeframe, the Early Childhood Family Education (ECFE) program was able to continue programming for parents online. Although we held fewer classes, we continued to generate parent fees to help offset the cost of programming. In addition to parent fees, ECFE continues to receive the annual allocation of state aid and levy funding. We anticipate that this program will generate revenue beyond its expenses for Fiscal Year 2021. In a normal year the additional revenue would be held in a restricted reserve fund for this program.

In 2020 the legislature approved the *transfer of restricted funds for Fiscal Year 2021 if approved by the school board. Therefore, we propose that community education transfers any remaining revenue after balancing the ECFE budget, to the School Readiness budget.

We believe this transfer is in the best interest of our early childhood programs. ECFE is a financially secure program and we have confidence that it will continue this trajectory going forward. At the same time, it will take years to eliminate the deficit in School Readiness and any relief would be helpful. Both programs are intended to promote the development and academic readiness of our youngest learners and therefore, this transfer reflects the intended purpose of the funds.

*Section 8, Subdivision 1. Fund and account transfers allowed. Notwithstanding Minnesota Statutes, section 123B.80, subdivision 3, for fiscal years 2020 and 2021 only, a school district, charter school, or cooperative unit may transfer any funds not already assigned to or encumbered by staff salary and benefits, or otherwise encumbered by federal law, from any accounts or operating fund to the undesignated balance in any other operating fund.

Recommendation:

Approval of Consent Agenda item will be requested.



Agenda Item VIII.E.
Date Prepared: July 14, 2021
ISD 834 Board Meeting

Consent: Youth Services Bureau, Inc. 2021-2022 Agreements
Meeting Date: July 22, 2021
Contact Person: Dr. Jennifer Cherry, Assistant Principal

Background:

Three agreements presented for approval with Youth Services Bureau, Inc. These agreements are for the purpose of providing crisis response to students and staff, chemical health prevention and counseling support services to students and community, and mental health counseling and related services to students in the Stillwater Area Public Schools.

Recommendation:

Administration is recommending the board approve the agreements through the approval of the consent agenda.

EXPENDITURE APPROVAL FORM

Fiscal Year 2021-2022

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

REQUESTED BY: Jennifer Cherry

DATE: July 7, 2021

DESCRIPTION OF REQUEST

Youth Services Bureau, Inc. has been in partnership with the district for over a decade. The attached contracts are not new or additional services but are the continuation of services that YSB, Inc. has been providing. These contracts are for FY22 and the 2021-2022 school year. Because these are continuing services, they are already accounted for in the budget.

Three separate contract agreements are attached:

- I. Alternative Learning Center Mental Health Counseling- \$12,000
- II. Chemical Health Prevention and Counseling Support Services- \$75,980.20
- III. Crisis Response- \$2,500 per day (as requested in time of additional support needed)

FINANCIAL IMPACT

Budget(s) Impacted: Learning & Innovation Learning Supports FY22

Is This a One-Time Expenditure?

- ☐ Yes, once implemented there will be no ongoing costs
- ☒ No, it will need to be funded indefinitely
- ☐ No, it will need to be funded for Fiscal Years _____ as long as the numbers support the need.

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

☐ Yes List Source(s):
Amount:

☒ No

PROGRESS MONITORING

The contracts will be signed and services will be provided for the 2021-2022 school year.

AGREEMENT TO PROVIDE SERVICES IN STILLWATER AREA SCHOOL DISTRICT

This agreement is made and entered into by and between the Stillwater Area Public School District, ISD 834 ("School District") and Youth Service Bureau, Inc. ("Contractor"), on the _____ day of _____, 2021 for the period from July 1, 2021 to June 30, 2022 for the purpose of providing **mental health counseling** and related services to students in Stillwater Area Public Schools attending the **Alternative Learning Center**.

WEAREAS, "Contractor" is a nonprofit organization, committed to assisting students experiencing mental health issues and providing mental health related services to children, families and individuals and provides mental health counseling services in Stillwater Area Public Schools and

WHEREAS, "School District" is willing and has the authority to enter into an Agreement to provide physical space and support for "Contractor" to provide services to students enrolled in Stillwater Area Public Schools

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE "SCHOOL DISTRICT" AND "CONTRACTOR" AS FOLLOWS:

I. Contractor's Obligations

- A. Contractor shall provide screening and direct services to clients as assigned; maintain records as directed according to agency procedures.
- B. Stillwater area students, attending the ALC, between the ages of thirteen and eighteen (or older if still in high school) and their family members will be eligible for services.
- C. Contractor shall be available one day each week at the ALC school.
- D. Contractor shall provide mental health support services.
- E. Contractor shall participate in planning and implementing special projects as assigned by the Directors, including outcomes measurement.
- F. Contractor shall participate in regular clinical supervision and consultation meetings.
- G. Contractor shall maintain ongoing contact with referral sources to ensure consistent follow-up occurs and that client and community needs are identified and addressed.

II. School District Obligations

- A. The School District shall provide a private and confidential space for the provision of mental health services in the Stillwater Area Public Schools, namely the ALC.
- B. The School District shall optionally assign a site administrator/manager, employed by the School District to oversee the support components. The administrator/manager shall have a K-12 principal's license or director of special education license.
- C. The individuals to provide support services for Contractor staff delivering mental health services may include School District volunteers and the following District employees: Assistant Principals, secretarial staff or counselors, who shall be hired, assigned directed, supervised, evaluated, compensated, disciplined or

terminated by the School District as School District employees according to the applicable School District collective bargaining agreements and School Board policies.

- D. The School District will provide Contractor staff with a school ID badge and approved access to District Internet signal for purposes of connecting back to Contractor's secure VPN for record-keeping and case-management using YSB issued devices.
- E. This agreement shall not be construed to give rise to any employment relationship between Contractor or any School District employee assigned by the School District to work in support of this partnership.

III. Cost of Delivery of Purchased Services

The total amount to be paid to the Contractor for services purchased under this agreement shall be \$12,000. For these services the District agrees to make payment to the Contractor of \$12,000 on or about October 15, 2021.

IV. Evaluation, Reporting and Information Requirements

The Contractor agrees to reasonable evaluations of its programs, employees and volunteers and to make available for review by the School District if so requested. The Contractor agrees to comply with all reporting requirements as assigned by law, rule, or contract by the State of Minnesota and Washington County. The Contractor further agrees to abide by all laws and rules regarding confidentiality and data practices. The Contractor agrees to provide necessary information allowed by law and deemed necessary by the District on referred cases.

V. Property Ownership

Any property or equipment purchased by the School District for use by Contractor's staff shall remain the property of the School District and shall be returned to the School District upon termination of this agreement or the dissolution of Contractor.

VI. Data Practices

Nothing in this agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. It is understood and agreed by the parties to this agreement that Contractor shall collect, receive, store, use, maintain or disseminate records relating to the services provided in Stillwater Area Public Schools and the District shall not have access to those records. To the extent this contract obligates and authorizes Contractor to perform any of the functions which the District performs, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and contractor must comply with those

requirements as if it were a government entity. The remedies in Minn. Stat. § 13.08 also apply to the Contractor.

VII. Record Disclosures/Monitoring

Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of three years from the date of termination of this agreement.

VIII. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the School District, its officers, employees, and agents for all claims arising out of the Contractor's activities related to the services provided under this agreement up to the liability limits set forth in Minn. Stat. § 466.04. The School District will indemnify the Contractor for and against liability up to the liability limits set forth in Minn. Stat. § 446.04. No other provision of this agreement shall serve to limit in any way the obligations of the Contractor to indemnify and defend the School District under this clause.

IX. Insurance Requirements

The Contractor agrees that in order to protect itself, as well as the School District, from claims arising out of Contractor's activities under this agreement, it will at all times during the term of this agreement keep in force policies of insurance providing the following liabilities: professional liability insurance policy in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; comprehensive general liability insurance policy in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; One Million Dollars (1,000,000) property damage; automobile insurance, including non-owned and hired autos, in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; and One Million (1,000,000) property damage. The Contractor further agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing coverage listed herein shall be provided to the School District prior to the effective date of this contract.

X. Term

This agreement shall commence on the date indicated below and shall remain in effect through June 30, 2022 unless Contractor and School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this agreement shall be sent to:

For the School District:

Jennifer Cherry, PhD
Assistant Superintendent
Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, Minnesota 55082

For The Contractor:

Michael Huntley, M.A., LP
Executive Director
Youth Service Bureau, Inc.
6120 Oren Ave. No.
Stillwater, MN 55082

XI. Nondiscrimination

During the performance of this agreement, the Contractor agrees to the following:
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

XII. Independent Contractor

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the School District. No tenure or any rights or benefits, including Workers Compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to School District employees shall accrue to the Contractor or employees of the Contractor performing services under this agreement.

XIII. Renewal

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

XIV. Assignment

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

XV. Dissolution of Contractor

In the event the Contractor dissolves or ceases to operate or function, or ceases to provide mental health counselor services in Stillwater Area Public Schools, the School District shall have no responsibility for continuing to provide support for Contractor or its employees, nor shall it have any responsibility for any obligations assumed by or agreements entered into by Contractor.

XVI. Conditions of the Parties' Obligation

This agreement may be cancelled by either party at any time, with, or without cause, upon 30 days' notice, in writing, delivered by mail, or in person. Any alterations, variations, modifications, or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this agreement.

XVII. Compliance with Law

The Contractor shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted insofar as they relate to the Contractor's performance of the provisions of this agreement.

XVIII. Firearms

Unless specifically required by the terms of this agreement, no provider of services pursuant to this contract, including, but not limited to, employees, agents, or subcontractors of the Contractor shall carry or possess a firearm on School District premises. Violation of this provision shall be considered a substantial breach of the agreement. Violation of this provision is grounds for immediate suspension or termination of this contract, without notice, pursuant to Section 12.

XIX. Savings Clause

If any section of this agreement is found to be invalid or not enforceable, the remainder of the agreement will remain in force and binding.

XX. Governing Law

The laws of Minnesota shall govern the interpretation and prosecution of this agreement.

XXI. Notices

If any official correspondence concerning this agreement needs to be communicated to the other party, the following shall be deemed the effective addresses:

As to the School District: Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, MN 55082

As to Youth Service Bureau: Youth Service Bureau, Inc.
6120 Oren Ave. No.
Stillwater, MN 55082

XXII. Amendments

This agreement may only be amended in writing by the mutual agreement of the parties.

Entire Agreement

Attachments and References – The Contractor agrees to provide the enumerated services in Exhibit A, which is attached and incorporated herein by reference.

IN WITNESS WHEREOF, Stillwater Area Public Schools and Youth Service Bureau, Inc. have executed this agreement this _____ day of _____, 2021.

Stillwater Area Public Schools

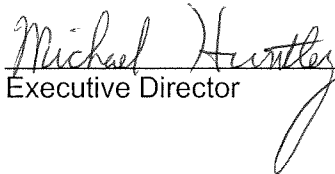
Superintendent

Date: _____

Finance Director

Date: _____

Youth Service Bureau, Inc.


Executive Director

Date: 6-29-21

AGREEMENT TO PROVIDE SERVICES IN STILLWATER AREA SCHOOL DISTRICT

This agreement is made and entered into by and between the Stillwater Area Public School District, ISD 834 ("School District") and Youth Service Bureau, Inc. ("Contractor"), on the _____ day of _____, 2021 for the period from July 1, 2021 to June 30, 2022 for the purpose of providing **chemical health prevention and counseling support services**, and related services to students and community in Stillwater Area Public Schools.

WEAREAS, "Contractor" is a nonprofit organization, committed to assisting students experiencing substance use and abuse issues and providing chemical health related services to children, families and individuals and provides chemical health prevention and clinical services in Stillwater Area Public Schools and

WHEREAS, "School District" is willing and has the authority to enter into an Agreement to provide physical space and support for "Contractor" to provide services to students enrolled in Stillwater Area Public Schools and their families

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE "SCHOOL DISTRICT" AND "CONTRACTOR" AS FOLLOWS:

I. Contractor's Obligations

- A. Contractor shall provide preventive support services, screening and direct services to clients as assigned; maintain records as directed according to agency procedures.
- B. Stillwater area students between the ages of thirteen and eighteen (or older if still in high school) and their family members will be eligible for services.
- C. Contractor shall be available to see clients one evening each week and two late afternoons as needed.
- D. Contractor shall provide Public Speaking: specific chemical health related topics as well as representing the Contractor in public settings.
- E. Contractor shall participate in planning and implementing special projects as assigned by the Directors, including outcomes measurement.
- F. Contractor shall participate in regular clinical supervision and consultation meetings.
- G. Contractor shall maintain ongoing contact with referral sources to ensure consistent follow-up occurs and that client and community needs are identified and addressed.
- H. Contractor shall communicate with Jennifer Cherry (or their designees) regarding any operational or service changes being considered.

II. School District Obligations

- A. The School District shall provide private and confidential space for the provision of chemical health services in the Stillwater Area Public Schools, and to provide approved internet access for YSB staff to be able to connect to their secured information processes and equipment using YSB devices.

- B. The School District will allow YSB Chemical Health staff to connect to the school e-mail list-serve to facilitate internal communications with school staff.
- C. The School District shall assign a site administrator/manager, employed by the School District to oversee the support components. The administrator/manager shall have a K-12 principal's license or director of special education license.
- D. The individuals to provide support services for Contractor staff delivering chemical health services may include School District volunteers and the following District employees: Assistant Principals, secretarial staff or counselors, who shall be hired, assigned directed, supervised, evaluated, compensated, disciplined or terminated by the School District as School District employees according to the applicable School District collective bargaining agreements and School Board policies.
- E. This agreement shall not be construed to give rise to any employment relationship between Contractor or any School District employee assigned by the School District to work in support of this partnership.

III. Cost of Delivery of Purchased Services

The total amount to be paid to the Contractor for services purchased under this agreement shall be \$75,980.19. For these services the District agrees to make semi-annual payments to the Contractor of \$37,990.09 on or about October 1, 2021, and \$37,990.10 on or about March 1, 2022.

IV. Evaluation, Reporting and Information Requirements

The Contractor agrees to reasonable evaluations of its programs, employees and volunteers and to make available for review by the School District if so requested. The Contractor agrees to comply with all reporting requirements as assigned by law, rule, or contract by the State of Minnesota and Washington County. The Contractor further agrees to abide by all laws and rules regarding confidentiality and data practices. The Contractor agrees to provide necessary information allowed by law and deemed necessary by the District on referred cases.

V. Property Ownership

Any property or equipment purchased by the School District for use by Contractor's staff shall remain the property of the School District and shall be returned to the School District upon termination of this agreement or the dissolution of Contractor.

VI. Data Practices

Nothing in this agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. It is understood and agreed by the parties to this agreement that Contractor shall collect, receive, store, use, maintain or disseminate records relating to the services provided in Stillwater Area Public Schools and the District shall not have access to those records. To the extent

this contract obligates and authorizes Contractor to perform any of the functions which the District performs, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and contractor must comply with those requirements as if it were a government entity. The remedies in Minn. Stat. § 13.08 also apply to the Contractor.

VII. Record Disclosures/Monitoring

Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of three years from the date of termination of this agreement.

VIII. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the School District, its officers, employees, and agents for all claims arising out of the Contractor's activities related to the services provided under this agreement up to the liability limits set forth in Minn. Stat. § 466.04. The School District will indemnify the Contractor for and against liability up to the liability limits set forth in Minn. Stat. § 446.04. No other provision of this agreement shall serve to limit in any way the obligations of the Contractor to indemnify and defend the School District under this clause.

IX. Insurance Requirements

The Contractor agrees that in order to protect itself, as well as the School District, from claims arising out of Contractor's activities under this agreement, it will at all times during the term of this agreement keep in force policies of insurance providing the following liabilities: professional liability insurance policy in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; comprehensive general liability insurance policy in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; One Million Dollars (1,000,000) property damage; automobile insurance, including non-owned and hired autos, in the minimum amount of Four Hundred Thousand Dollars (\$400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; and One Million (1,000,000) property damage. The Contractor further agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing coverage listed herein shall be provided to the School District prior to the effective date of this contract.

X. Term

This agreement shall commence on the date indicated below and shall remain in effect through June 30, 2022 unless Contractor and School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this agreement shall be sent to:

For the School District:

Jennifer Cherry, PhD
Assistant Superintendent
Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, Minnesota 55082

For The Contractor:

Michael Huntley, M.A., LP
Executive Director
Youth Service Bureau, Inc.
6120 Oren Ave. No.
Stillwater, MN 55082

XI. Nondiscrimination

During the performance of this agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

XII. Independent Contractor

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the School District. No tenure or any rights or benefits, including Workers Compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to School District employees shall accrue to the Contractor or employees of the Contractor performing services under this agreement.

XIII. Renewal

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

XIV. Assignment

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

XV. Dissolution of Contractor

In the event the Contractor dissolves or ceases to operate or function, or ceases to provide chemical health counselor services in Stillwater Area Public Schools, the School District shall have no responsibility for continuing to provide support for Contractor or its employees, nor shall it have any responsibility for any obligations assumed by or agreements entered into by Contractor.

XVI. Conditions of the Parties' Obligation

This agreement may be cancelled by either party at any time, with, or without cause, upon 30 days' notice, in writing, delivered by mail, or in person. Any alterations, variations, modifications, or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this agreement.

XVII. Compliance with Law

The Contractor shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted insofar as they relate to the Contractor's performance of the provisions of this agreement.

XVIII. Firearms

Unless specifically required by the terms of this agreement, no provider of services pursuant to this contract, including, but not limited to, employees, agents, or subcontractors of the Contractor shall carry or possess a firearm on School District premises. Violation of this provision shall be considered a substantial breach of the agreement. Violation of this provision is grounds for immediate suspension or termination of this contract, without notice, pursuant to Section 12.

XIX. Savings Clause

If any section of this agreement is found to be invalid or not enforceable, the remainder of the agreement will remain in force and binding.

XX. Governing Law

The laws of Minnesota shall govern the interpretation and prosecution of this agreement.

XXI. Notices

If any official correspondence concerning this agreement needs to be communicated to the other party, the following shall be deemed the effective addresses:

As to the School District:

Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, MN 55082

As to Youth Service Bureau:

Youth Service Bureau, Inc.
6120 Oren Ave. No.
Stillwater, MN 55082

XXII. Amendments

This agreement may only be amended in writing by the mutual agreement of the parties.

IN WITNESS WHEREOF, Stillwater Area Public Schools and Youth Service Bureau, Inc. have executed this agreement this _____ day of _____, 2021.

Stillwater Area Public Schools

Superintendent

Date: _____

Finance Director

Date: _____

Youth Service Bureau, Inc.



Executive Director

Date: 6-29-21

AGREEMENT TO PROVIDE SERVICES IN STILLWATER AREA SCHOOL DISTRICT

This agreement is made and entered into by and between the Stillwater Area Public School District, ISD 834 ("School District") and **Youth Service Bureau, Inc.** ("Contractor"), on the _____ day of _____, 2021 for the period from July 1, 2021 to June 30, 2022 for the purpose of providing **Crisis Response** and related support services to students and staff in Stillwater Area Public Schools.

WEAREAS, "Contractor" is a nonprofit organization, committed to assisting students experiencing emotional and behavioral issues and providing crisis support related services to children, families and individuals and provides crisis support counseling services in Stillwater Area Public Schools and

WHEREAS, "School District" is willing and has the authority to enter into an Agreement to provide physical space and support for "Contractor" to provide services to students enrolled in Stillwater Area Public Schools

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE "SCHOOL DISTRICT" AND "CONTRACTOR" AS FOLLOWS:

I. Contractor's Obligations

- A. Contractor shall send a team of qualified staff to provide support and direct services to students and staff in response to an unexpected death or similar crisis situation, upon request by identified key school leadership.
- B. Stillwater area students between the ages of five and eighteen (or older if still in high school) will be eligible for these emergency services.
- C. Contractor shall be available and onsite at the start of the school day, or when requested, and remain until after the school day ends.
- D. Contractor shall provide crisis support services as needed to administration, faculty, other school personnel, students and/or student families.
- E. Contractor shall cancel existing appointments and obligations, to the degree possible, to facilitate the immediate crisis response services.

II. School District Obligations

- A. The School District shall provide a private and confidential space for the provision of crisis response services in the Stillwater Area Public Schools.
- B. The School District may authorize a school building Administrator, or that person's authorized designee, to request the 'Contractor' to send a qualified team of staff to their school.
- C. The individuals to provide support services for Contractor staff delivering crisis response services may include School District volunteers and the following District employees: Assistant Principals, secretarial staff or counselors, who shall be hired, assigned directed, supervised, evaluated, compensated, disciplined or terminated by the School District as School District employees according to the applicable School District collective bargaining agreements and School Board policies.

- D. This agreement shall not be construed to give rise to any employment relationship between Contractor nor any School District employee assigned by the School District to work in support of this partnership.

III. Cost of Delivery of Purchased Services

The total amount to be paid to the Contractor for services purchased under this agreement shall be \$2,500 per full day. For these services the District agrees to pay Contractor's invoice to the District for each Crisis Response service day requested.

IV. Evaluation, Reporting and Information Requirements

The Contractor agrees to reasonable evaluations of its programs, employees and volunteers and to make available for review by the School District if so requested. The Contractor agrees to comply with all reporting requirements as assigned by law, rule, or contract by the State of Minnesota and Washington County. The Contractor further agrees to abide by all laws and rules regarding confidentiality and data practices. The Contractor agrees to provide necessary information allowed by law and deemed necessary by the District on referred cases.

V. Property Ownership

Any property or equipment purchased by the School District for use by Contractor's staff shall remain the property of the School District and shall be returned to the School District upon termination of this agreement or the dissolution of Contractor.

VI. Data Practices

Nothing in this agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. It is understood and agreed by the parties to this agreement that Contractor shall collect, receive, store, use, maintain or disseminate records relating to the services provided in Stillwater Area Public Schools and the District shall not have access to those records. To the extent this contract obligates and authorizes Contractor to perform any of the functions which the District performs, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and contractor must comply with those requirements as if it were a government entity. The remedies in Minn. Stat. § 13.08 also apply to the Contractor.

VII. Record Disclosures/Monitoring

Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time

during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of three years from the date of termination of this agreement.

VIII. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the School District, its officers, employees, and agents for all claims arising out of the Contractor's activities related to the services provided under this agreement up to the liability limits set forth in Minn. Stat. § 466.04. The School District will indemnify the Contractor for and against liability up to the liability limits set forth in Minn. Stat. § 446.04. No other provision of this agreement shall serve to limit in any way the obligations of the Contractor to indemnify and defend the School District under this clause.

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For the School District:

Jennifer Cherry, PhD
Assistant Superintendent
Stillwater Area Public Schools
1875 South Greeley Street

Stillwater, Minnesota 55082

For The Contractor:

Michael Huntley, M.A., LP
Executive Director
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6120 Oren Ave. No.
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XI. Nondiscrimination

During the performance of this agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

XII. Independent Contractor

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the School District. No tenure or any rights or benefits, including Workers Compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to School District employees shall accrue to the Contractor or employees of the Contractor performing services under this agreement.

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XVI. Conditions of the Parties' Obligation

This agreement may be cancelled by either party at any time, with, or without cause, upon 30 days' notice, in writing, delivered by mail, or in person. Any alterations, variations, modifications, or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this agreement.

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As to the School District:	Stillwater Area Public Schools 1875 South Greeley Street Stillwater, MN 55082
----------------------------	---

As to Youth Service Bureau:	Youth Service Bureau, Inc. 6120 Oren Ave. No. Stillwater, MN 55082
-----------------------------	--

XXII. Amendments

This agreement may only be amended in writing by the mutual agreement of the parties.

Entire Agreement

Attachments and References – The Contractor agrees to provide the enumerated services in Exhibit A, which is attached and incorporated herein by reference.

IN WITNESS WHEREOF, Stillwater Area Public Schools and Youth Service Bureau, Inc. have executed this agreement this _____ day of _____, 2021.

Stillwater Area Public Schools,

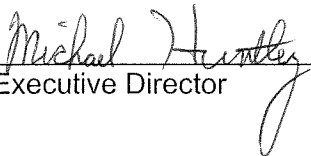
Superintendent

Date: _____

Finance Director

Date: _____

Youth Service Bureau, Inc.



Executive Director

Date: 6-29-2021

Contact Information

Contact Person:

Address:

Phone:

E-Mail:

Web Address:

Michael Huntley, Executive Director

Youth Service Bureau, Inc.

6120 Oren Ave. No.

Stillwater, MN 55082

651-439-8800 or nonpublic cell: 651-247-2048

mike.huntley@ysb.net

www.ysb.net



Agenda Item VIII. F.
Date Prepared: June 4, 2021
ISD 834 Board Meeting

Consent Agenda Item: Approval of Realtor

Meeting Date: July 22, 2021

Contact Person: Mr. Mark Drommerhausen, Director of Operations

Summary:

During the June 10, 2021 school board business meeting, Mr. Drommerhausen asked the board to approve a Request for Quotes (RFQ) to identify a realtor for potential upcoming bond projects and to place Withrow School property on the market.

The district contacted four Realtor/Broker companies. Of those companies, the district received three written quotes. The firms are listed below:

- 1) Cushman & Wakefield – Ben Drew & Jon Rausch
- 2) Metro East Commercial Real Estate Services – Jon Whitcomb
- 3) Telus Property Services Solutions – Brian Zeller

The Finance & Operations Working Group met on Tuesday, July 13th to review the proposals and recommends Telus Property Services Solutions as the realtor for Stillwater Area Public Schools.

A copy of the proposals was provided.

Recommendation:

Approval of the Consent Agenda will be requested.



Commercial Realtor RFQ

Below is a summary of what the District is looking for:

Kraus – Anderson, on behalf Stillwater Area Public School District, seeks proposals from interested Broker / Realtor companies to provide professional services to help the Stillwater School District sell existing property and potentially purchase new property for a new school facility.

Provide proposals and questions to: Please email proposals to Mark Drommerhausen at drommerhausenm@stillwaterschools.org and John Huenink, Kraus-Anderson VP – Director of K12 at john.huenink@krausanderson.com

PROPOSAL REQUIREMENTS

1. Firm name and Company overview
2. Experience and capabilities. Including but not limited to:
 - a. Government entity approvals, process and assistance
 - b. Sale of existing property
 - c. Help determine available property for a potential new school
 - d. Assist in land evaluation and ranking
 - e. Land / property sale or purchase assistance (closing of sale or purchase)
 - f. Additional information and / or services you would find relevant on project
3. Compensation
 - a. Please include and describe what is included in your fee for services.
 - i. Hourly rates for services if any to assist the District with the above
 - b. Please estimate amount of hours that may be require.
 - ii. Percentage of sale or purchase arrangement to be charge.
 - iii. Please list any other potential reimbursable costs

GENERAL TERMS AND CONDITIONS

Stillwater Area Public Schools reserves the right to reject any or all proposals, to wave formalities, to negotiate separately in any manner necessary, and to accept the proposal which appears to be in the best interest of Stillwater Area Public Schools.

BROKERAGE SERVICES PROPOSAL

PREPARED FOR:
STILLWATER AREA PUBLIC SCHOOLS

JUNE 2021

OUR TEAM

C&W has assembled a team experienced in developing strategies and executing successful outcomes for dispositions of these asset types. This team has an unparalleled track record and will drive results effectively and creatively in close partnership with the District.

Land Team



Jon Rausch
Executive Director



Luke Appert
Executive Director



Ben Drew
Associate

Education Sector Real Estate Advisory Team



Paul Donovan
Executive Director



Jaclyn May
Executive Director



John McKenna
Associate

THE RIGHT TEAM



Helping You Meet Your Goals

Our team aids the education sector in developing a strategy to improve operational efficiency and financial position. As your advocate, we coordinate the entire facility disposition or procurement process so you can focus on your students and key stakeholders in the community.



Relevant Experience

Our track record in completing transactions of this type is simply unmatched.



Timely Solutions

Our team employs a proven method of effectively bringing properties to the market through multiple channels (i.e. print media, commercial and proprietary databases, targeted email campaigns, press releases), which provides you unparalleled access to potential buyers and renters.

UNMATCHED EXPERIENCE & CAPABILITIES

Capabilities

- ✓ Navigate Government Approvals
- ✓ Meet With City Officials and Necessary Groups
- ✓ Complete Disposition of Existing Property (Land or Bldg.)
- ✓ Perform Site Search (Land or Bldg.) Including On and Off-Market Opportunities
- ✓ Assist in Land Acquisition Process, Including Evaluation, Ranking, Negotiations, etc.
- ✓ Coordinate Successful Closings

Institutional/Tax-Exempt Experience Examples

ISD 834 (Stillwater)

- Acquisition of Bus Garage land and building, Lake Elmo
- Sale of Marine Elementary School (Sold to City after bringing to market in order to create competitive marketplace and increasing value), Marine on St. Croix

ISD 916 (Northeast Metro Intermediate)

- Acquisition of building in Eagle Point Business Center, Lake Elmo

ISD 11 (Anoka-Hennepin)

- Completed 3 site searches
- 2 elementary school sites acquired (Blaine, Ramsey)
- Sold former Champlin Elementary School

ISD 833 (Cottage Grove)

- Sold Cottage Grove land for new Oltman Middle School

SSD 1 (Minneapolis)

- Sold 3 properties for a total of \$6.7M

ISD 625 (St. Paul)

- Disposed of a 5.4 acre site

Land Experience Within S.D. 834 Boundaries

Lake Elmo

- Schiltgen Farms, 200+ Residential Acres
- Dale Properties, 150+ Mixed-Use Acres
- Excelsior Group, 10+ Residential Acres
- Hammes Property, 60 Residential Acres
- Kwik Trip, 2 Acres
- Peltier Property, 60+ Mixed-Use Acres (Under Contract)

Woodbury

- Dale Properties, 200+ Mixed-Use Acres
- Ryan Companies, 60 Industrial Acres
- CIP, 10 Multi-Family Acres
- Black Diamond Site, 84 Industrial Acres

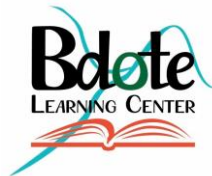
Afton

- Richert Property, 94 Residential Acres

West Lakeland

- Morgan Farm, 120 Mixed-Use Acres

ADDITIONAL EDUCATION SECTOR EXPERIENCE



*Additional references provided upon request.

COMPENSATION

Current Land Sale – 6% Direct, 7% Co-Broker

Existing Building Sale – If Under \$1M, 6% Direct, 8% Co-Broker. If over \$1M, 5% Direct, 7% Co-Broker

New Acquisition – 5.5% (Guaranteed to C&W Team)

**The percentages above are based on C&W being hired for all projects (dispositions/acquisitions)*

We will not bill hourly rates. We are compensated when the transaction is done and closed. All first-class marketing efforts are included and paid for by C&W.

We appreciate you considering our Team. We look forward to assisting you.

Sincerely,

C&W Team

“

We have been extremely satisfied with the work Cushman & Wakefield has done for us. From marketing expertise, selling property, and helping us find property... your staff and resources have been very high quality! Keep up the great work!! ”

**CHIEF OPERATIONS OFFICER
K-12 SCHOOL DISTRICT**

CONTACTS:

Jon Rausch
Executive Director
952 893 8251
jon.rausch@cushwake.com

Luke Appert
Executive Director
952 893 8238
luke.appert@cushwake.com

Ben Drew
Associate
952 837 8553
ben.drew@cushwake.com

Paul Donovan
Executive Director
612 305 2113
paul.donovan@cushwake.com

Jaclyn May
Executive Director
612 305 2109
jaclyn.may@cushwake.com

John McKenna
Associate
612 347 9314
john.mckenna@cushwake.com

**METRO EAST
COMMERCIAL REAL ESTATE
PROPOSAL FOR SERVICES
STILLWATER AREA PUBLIC SCHOOL DISTRICT**



Prepared by Jon Whitcomb, President / Broker, Class of 1983

Metro East Commercial Real Estate is a full service commercial real estate sales, leasing and property management firm located in Stillwater, Minnesota. We provide commercial real estate advisory and representation services throughout the Twin Cities metro area and western Wisconsin. Our goal is to provide a single source of contact and high-quality service of real estate assets. With over 30 years of trusted commercial real estate experience in office, retail, medical, industrial, manufacturing, creative and land development, Metro East is ready to assist with the real estate needs of Stillwater Area Public School District.

Experience and capabilities

Government entity approvals, process and assistance

As a real estate owner and developer of many Stillwater area projects, Metro East is exceptionally experienced in the municipality submittal and review process. In order for projects to become realities, they must first get the approval of the appropriate municipal and government entities. Jon Whitcomb will expertly guide the district through the submittal and review process:

- Zoning Review
- Site Plan Review
- Design Review
- City Council or City Planning Commission Approval.
- Public Hearing

Sale of existing property

Metro East offers real estate experience, resources and contacts to bring the best strategies and solutions to the sale of commercial real estate. Our team will provide market research and advising for various sales strategies. With extensive experience and knowledge in leasing and property management, Metro East will provide market information to help position for a successful sale.

Facilitate property search for potential new school and
Assist in land evaluation and ranking

Jon Whitcomb is very experienced assisting organizations with evaluating their real estate needs and seeking property for their relocation or expansion. He previously assisted the school district in the 1 - 2 year search for locations for the ECFE facility. Ultimately the district built the new facility on existing middle school property.

Metro East Commercial and Jon Whitcomb were involved and assisted in the negotiations for the bus garage location and long-term lease with the Oak Park Heights property, allowing for a stable long-term location for the bus terminal.

Metro East Commercial was contracted to assist with the expansion of Lift Bridge Brewery. The location that was found was off the market, and Jon facilitated the negotiation of a land sale from HealthPartners to Lift Bridge.

Metro East Commercial was also the broker listing the land where Twin Cities Orthopedics is building their new 40,000 sq. ft. facility across from Stillwater High School on Memorial Avenue North. Jon negotiated a fair land value for both parties and arranged for the successful closing of the property.

Marketing and sale of existing school property

Metro East Commercial Real Estate uses over 30 years of Twin Cities real estate experience, resources and contacts to bring the best strategies and solutions to the sale of commercial real estate. Our team will provide market research and advising for various sales strategies.

- Develop a marketing plan to help set strategies and expectations for the sales process and timeline.
- Create marketing packages and materials.
- Utilize commercial real estate marketing platforms such as MNCAR (Minnesota Commercial Real Estate Association) to broadcast the sale opportunity to the broadest possible audience.
- Leverage the experience of our team from leasing and sales to property and construction management, to identify value-add strategies when positioning for sale.
- Track local real estate market conditions as well as financial market activity to evaluate impacts on sales activity and pricing.
- Help evaluate the pros and cons of each offer
- Provide contacts in the commercial banking and lending industry to help buyers arrange competitive financing options.

Compensation

Metro East Commercial proposes to use a highbred system of compensation regarding the upcoming projects for the school district.

We are proposing hourly fee charged as time is used, per the attached fee structure. At the time of a sale or purchase, the hourly fee for work will be a credit of 30% off of the fees charged to a specific property.

(Example: 10 hours of work charged on Withrow Elementary School; 10 hours X \$250 would equal \$2500. Upon a sale, (30%) or \$833 of those dollars would be credited back to the school district at the time of a closing.) It would be on a per project basis and monthly reports and billing would be provided to the proper accounting person through Metro East.

Basic terms of engagement

Metro East proposes an annual contract be signed for coverage of the three to four projects being considered at this time. Certain cancellation provisions will be in place to protect both parties. Final contract to be agreed to by both parties within 30 days from approval of service.

If you have any questions or would like to further discuss this proposal, please contact me at jon@metroeastcre.com or 651.283.4884.

I look forward to assisting Stillwater Area School District with their existing and new property needs.

Best regards,

Jon Whitcomb
Metro East Commercial Real Estate
1950 Northwestern Avenue
Stillwater MN 55082
Office: 651.351.5005
Cell: 651.283.4884
jon@metroeastcre.com



METRO EAST COMMERCIAL REAL ESTATE

HOURLY RATE CHART Effective 1-1-2021

<u>Position</u>	<u>Billing Rate</u>
Principal/ Executive	\$270.00 hour
Jr. Executive	\$115.00 hour
Administrative Staff	\$75.00 hour
Accounting Executive	\$110.00 hour
Accounting Staff	\$75.00 hour
Maintenance Engineer	\$120.00 hour + materials
Maintenance Assistant	\$90.00 hour
Property Manager	\$110.00 hour

Emergency Calls Evening / Weekends \$150.00 per call

Emergency Calls Holidays \$200.00 per call

Lease Fee for Commercial - Per property / negotiated

Lease Fee for Sale Commercial – Per property / negotiated

Lease Fee for Residential - One Months Rent

Apartment Turn over - \$250.00 per turnover + costs

Broker Opinion of Value- Range of \$900-\$2300 based on property type

Outside Contractors – If outside contractors are hired for specific tasks, Metro East bills for the fee direct with a 15% mark-up for handling and organization

All charges shall be billed on a monthly basis by the 10th day of the month.

*Hourly rates billed to 1/2 hour increment

Billing is due net 15 days from the date of receipt

Mail Payment to:

Metro East Commercial

P.O. Box 128

Stillwater, MN. 55082

Linda Moncrief <moncriefl@stillwaterschools.org>

Fwd:

1 message

Mark Drommerhausen <drommerhausenm@stillwaterschools.org>
To: "Moncrief, Linda" <moncriefl@stillwaterschools.org>

Wed, Jun 23, 2021 at 1:17 PM

----- Forwarded message -----

From: <bzeller@ccim.net>

Date: Fri, Jun 18, 2021 at 11:54 AM

Subject: RE:

To: Huenink, John <john.huenink@krausanderson.com>Cc: <drommerhausenm@stillwater.k12.mn.us>

Dear John and Mark,

Thank you for allowing me to provide you with a proposal that meets your current real estate needs.

I have attached a digital brochure of our company. You may not recognize the name "Telus" because we re-branded commercial management at the same time I merged my brokerage services (formerly Greystone Commercial) all into Telus property services and solutions.

I have been providing commercial brokerage services for 22 plus years. I focus my energy in the river valley area primarily. I have represented the Stillwater Area Public School district in the past and helped secure the Brookview school site. I have also represented the Hudson area school district. I have represented and sold a hospital, a military base, dog racing track as well as your more normal large tracts of land and standard commercial properties. I have also developed several large retail and commercial projects that we still own and manage.

I have extensive experience dealing with government entities. I have personally been the Mayor of two cities in Washington county. I served on the Washington county CDA/HRA board for 7 years and I continue to chair the MSCWMO. Understanding the entitlement process will not be an issue.

I can assemble opinions of market values for each and every property the district is considering disposing of. Happy to do that at any time. I do not charge for opinions of value. Once I understand your search criteria, I will assemble a list of possible sites and show pro's and con's. Utilities, access, etc. will be part of that process.

I do not charge an hourly rate. 99% of the time, my fee (6%) is paid by the seller. I also do not charge for reimbursables. Candidly, fees are not my motivation. I enjoy being a part of the process and helping buyer's and seller's accomplish their goals. I believe what goes around comes around and if I treat everyone fairly, I will be successful.

I hope I covered everything but in the event you have additional questions, feel free to call me anytime.

Sincerely,

Brian Zeller, CCIM



IT'S OUR COMMUNITY.

We live here.

We work here.

We understand your needs.

Expertise, communication, and commitment make all the difference.

Telus is a full-service commercial real estate company specializing in retail, office, land, and industrial properties. We offer our clients over 60 years of combined experience and market knowledge in commercial development, land use approvals, brokerage, leasing, property management, association management, and facilities maintenance.

Our commercial real estate experts are highly qualified in their areas of expertise and offer a wide range of technical knowledge, outstanding customer service, and communication.

Because your commercial property is both an asset and an investment, you need a partner that will be responsive as well as proactive. Telus delivers on promises and exceeds expectations. Our priority is understanding each one of our client's individual needs. Our experienced professionals provide exceptional service and experienced solutions.

A HIGH-LEVEL VIEW OF OUR SERVICES + SOLUTIONS.



BROKERAGE SERVICES

Telus brokerage services include representation of buyers, sellers, landlords, and tenants. We can also partner with you on development, site selection, consultation, property dispositions, asset valuation, and strategic marketing planning.

Telus is a full-service brokerage firm with the expertise to navigate the most complex of commercial real estate transactions and bring bottom line results to your investment. We take pride in delivering results with energy, ingenuity, and integrity.

Telus is an accomplished, professional, trustworthy brokerage company. They dedicated their time and energy to our sale and were responsive and counseled us to help make the best decisions. I highly recommend Telus as a commercial real estate company. The wealth of knowledge and experience they bring to the table is invaluable.

– T. Berg

PROPERTY MANAGEMENT

The commercial property management professionals at Telus offer a complete suite of management services. Our team is composed of experienced managers who think like owners and use their entrepreneurial expertise to find effective solutions to all property-related issues. We manage all aspects of your investment. With personalized service and accurate financial reporting, properties managed by Telus continue to achieve occupancies and financial performance that meets or exceeds our clients' objectives.

Services include tenant relationships, lease renewal negotiations, vendor management and contract negotiation, financial reporting, CAM/operating expense reconciliation, emergency response, insurance review, construction management, preventative maintenance and repairs, and capital improvements.

ASSOCIATION MANAGEMENT

Telus offers extensive knowledge and experience in partnering with owners in both residential and commercial associations. We work directly with the Board of Directors on Association bylaws, rules and regulations, financials, reserve analysis, operation procedures, and capital improvements.

Our commitment to timely communication and information is what sets us apart from our competition. When needed, we'll collaborate with board members and owners to enhance the overall quality of the association. We understand the balance between keeping association dues as low as possible while responsibly reserving for costly long-term improvements. We listen to owners and work hands-on to prioritize the needs of the association.



TelusProperties.com

OUR TEAM IS YOUR TEAM.

60 YEARS

of combined experience
and market knowledge.

At Telus, our mission is to maximize the value of the client's real estate assets and help them achieve their investment and financial goals. Our team leads with integrity, honesty, and a commitment to our clients and community. The two words our clients use consistently when referencing our group are professional and responsive. That's intentional – the focus is the client and providing excellent customer service. Our group consistently goes above and beyond to understand the needs of our clients, and when needed, their end customer.

Tell us what we can do for you.

**BRIAN ZELLER**

Principal/Brokerage/Development

MOBILE (612) 325-3038

EMAIL bzeller@ccim.net

**DAVID ROBSON**

Brokerage/Development

MOBILE (651) 248-0390

EMAIL drobson@bantara.net

**ANGIE BROWN**

Director of Property Management

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**JANE BERG**

Accounting/Maintenance Dispatch

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**LYNN ROBSON**

Managing Partner/Broker

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**AMY CHAPUT**

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EMAIL achaput@telusproperties.com

**JASON MURRAY**

Maintenance Manager

DIRECT (651) 556-2209

MAINTENANCE LINE (651) 556-2200

EMAIL jmurray@telusproperties.com

84 St. Croix Trail South
Lakeland, MN 55043

PHONE (651) 556-2222

MAINTENANCE (651) 556-2200



TelusProperties.com



Commercial Realtor RFQ

Process:

- Contacted 4 Realtor/Broker companies over the phone and followed up with an email containing the RFQ guidelines.
- There were 3 proposals submitted and 1 declined.
- Bring proposals to the Finance and Operations Working Group on July 13th.
- School Board action on July 22nd.

Name	Experience	Compensation	Other
Cushman & Wakefield	Excellent	<u>Current Land Sale</u> 6% Direct 7% Co-Broker <u>Existing Building Sale</u> <u>Under \$1 Million</u> 6% Direct 8% Co-Broker <u>Over \$1 Million</u> 5% Direct 7% Co-Broker <u>New Acquisition</u> 5.5%	
Metro East	Excellent	5% Direct 6% Co-Broker Plus hourly fees. See attached fee structure.	
Telus	Excellent	6%	



Agenda Item VIII.G.
Date Prepared: July 15, 2021
ISD 834 Board Meeting

Agenda Item: Stillwater Middle School Water Mitigation
Meeting Date: July 22, 2021
Contact Person: Mr. Mark Drommerhausen, Director of Operations

Background:

On July 3, 2021, the Stillwater Middle School fire sprinkler pipe separated causing extensive water damage. While evaluating the amount of water intrusion and extent of damage on site, it was determined outside resources would be necessary to mitigate the water damage and prevent future indoor air quality issues. Clean Response of Saint Paul, MN responded to the District's needs after being contacted. They were on site starting July 3, 2021 and removed the standing water, brought in dehumidification units and circulation fans, removed building materials and casework to expedite drying and assisted in the evaluation of the wood gym floor.

Because of the scope of damage, Clean Response assisted in meeting with the District's insurance company to review the affected areas and how they responded to mitigate loss. To date, the District has incurred costs of \$52,415.07 with Clean Response for their services. Additional costs will be incurred to continue ongoing evaluation and restoration from the sprinkler pipe failure. These costs will be submitted to the District's insurance company for reimbursement. The payment to Clean Response will be funded through the LTFM fund and insurance coverage will be credited back the same account.

Location(s): Stillwater Middle School

Project Name: Stillwater Middle School Water Mitigation

Fund: Long Term Facilities Maintenance and Insurance Reimbursement

Fund Description: Interior Surfaces

Item: Mitigate water damage from fire sprinkler pipe failure

Amount: \$52,415.07

Company: Clean Response, St. Paul, MN

Recommendation:

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

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

EXPENDITURE APPROVAL FORM

Fiscal Year 2021-2022

Instructions: Lease, purchase, or contract for goods or services exceeds \$50,000

REQUESTED BY: Mark Drommerhausen **DATE:** 7/22/2021

DESCRIPTION OF REQUEST

On July 3, 2021, the Stillwater Middle School fire sprinkler pipe separated causing extensive water damage. While evaluating the amount of water intrusion and extent of damage on site, it was determined outside resources would be necessary to mitigate the water damage and prevent future indoor air quality issues. Clean Response of Saint Paul, MN responded to the District's needs after being contacted. They were on site starting July 3, 2021 and removed the standing water, brought in dehumidification units and circulation fans, removed building materials and casework to expedite drying and assisted in the evaluation of the wood gym floor.

Because of the scope of damage, Clean Response assisted in meeting with the District's insurance company to review the affected areas and how they responded to mitigate loss. To date, the District has incurred costs of \$52,415.07 with Clean Response for their services. Additional costs will be incurred to continue ongoing evaluation and restoration from the sprinkler pipe failure. These costs will be submitted to the District's insurance company for reimbursement. The payment to Clean Response will be funded through the LTFM fund and insurance coverage will be credited back the same account.

FINANCIAL IMPACT

\$52,415.07. Additional costs may be incurred if necessary.

Budget(s) Impacted: \$52,415.07, FY 2022 Long-Term Facility Maintenance Budget.

Is This a One-Time Expenditure?

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

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

☐ **No**, it will need to be funded for Fiscal Years 2022-?

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

☒ **Yes** List Source(s): FY 2022 Long-Term Facilities Maintenance and insurance reimbursement

☐ **No**

PROGRESS MONITORING

This is a payment for services to date. An immediate response was necessary to mitigate building damage and indoor air quality.



Restoration Contractors, Inc. dba Clean Response

480 N. Prior Ave.
St. Paul, MN. 55104
Tax ID # 41-1910681
Phone: 651-646-3408
Fax: 651-917-2506
www.cleanresponse.com

Client: Stillwater Middle School
Property: 523 Marsh Street West
Stillwater, MN

Home: (651) 295-3999

Operator: RON

Estimator: Ron Albright, CR
Position: Senior Estimator
Company: Clean Response
Business: 480 N. Prior Ave.
St. Paul, MN 55104

Business: (651) 646-3408
E-mail: ron@cleanresponse.com

Type of Estimate: Water Damage

Date Entered: 7/7/2021

Date Assigned:

Price List: MNMNCR_JUL21

Labor Efficiency: Restoration/Service/Remodel

Estimate: STILLWATER-MS



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STILLWATER-MS

Lower Level

145L **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Water extract from hrd surf flr - Cat 2 wtr - after hours	1,105.64 SF @	0.74 =	818.17

146L **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
2. Water extract from hrd surf flr - Cat 2 wtr - after hours	401.61 SF @	0.74 =	297.19

144L **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
3. Water extract from hrd surf flr - Cat 2 wtr - after hours	387.64 SF @	0.74 =	286.85

143L **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
4. Water extract from hrd surf flr - Cat 2 wtr - after hours	240.65 SF @	0.74 =	178.08

142L **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
5. Water extract from hrd surf flr - Cat 2 wtr - after hours	75.48 SF @	0.74 =	55.86

141L **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
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www.cleanresponse.com

CONTINUED - 141L

DESCRIPTION	QTY	UNIT PRICE	TOTAL
6. Water extract from hrd surf flr - Cat 2 wtr - after hours	247.44 SF @	0.74 =	183.11

140L			Height: 8'
DESCRIPTION	QTY	UNIT PRICE	TOTAL
7. Water extract from hrd surf flr - Cat 2 wtr - after hours / Half of this area	6,515.47 SF @	0.74 =	4,821.45

Main Level

177W			Height: 8'
Subroom: Room4 (1)			Height: 8'
DESCRIPTION	QTY	UNIT PRICE	TOTAL
8. Water extract from hrd surf flr - Cat 2 wtr - after hours	1,832.70 SF @	0.74 =	1,356.20

178W			Height: 8'
Subroom: Room5 (1)			Height: 8'
DESCRIPTION	QTY	UNIT PRICE	TOTAL
9. Water extract from hrd surf flr - Cat 2 wtr - after hours	1,448.12 SF @	0.74 =	1,071.61

190W			Height: 8'
Subroom: 190W (1)			Height: 8'
DESCRIPTION	QTY	UNIT PRICE	TOTAL



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CONTINUED - 190W

DESCRIPTION	QTY	UNIT PRICE	TOTAL
10. Water extract from hrd surf flr - Cat 2 wtr - after hours	1,555.79 SF @	0.74 =	1,151.28

189W

Height: 8'

Subroom: Room6 (1)

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
11. Water extract from hrd surf flr - Cat 2 wtr - after hours	1,680.71 SF @	0.74 =	1,243.73

179W

Height: 8'

Subroom: 179WA (1)

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
12. Water extract from hrd surf flr - Cat 2 wtr - after hours	1,813.50 SF @	0.74 =	1,341.99

180W

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
13. Water extract from hrd surf flr - Cat 2 wtr - after hours	1,276.17 SF @	0.74 =	944.37

181W

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
14. Water extract from hrd surf flr - Cat 2 wtr - after hours	1,668.83 SF @	0.74 =	1,234.93



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175 & 177 MW

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
15. Water extract from hrd surf flr - Cat 2 wtr - after hours	2,569.23 SF @	0.74 =	1,901.23

Hallway

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
16. Water extract from hrd surf flr - Cat 2 wtr - after hours	5,219.62 SF @	0.74 =	3,862.52

Demo

DESCRIPTION	QTY	UNIT PRICE	TOTAL
17. General Demolition - per hour / 2 techs x 2 days	32.00 HR @	64.05 =	2,049.60
18. Haul debris - per pickup truck load - including dump fees	1.00 EA @	190.82 =	190.82

General

DESCRIPTION	QTY	UNIT PRICE	TOTAL
19. Emergency service call - after business hours	1.00 EA @	263.56 =	263.56
20. Equipment setup, take down, and monitoring (hourly charge)	19.00 HR @	71.53 =	1,359.07
21. Air mover axial fan (per 24 hour period) - No monitoring / 97 for 5 days	485.00 EA @	30.77 =	14,923.45
22. Dehumidifier (per 24 hour period) - XLarge - No monitoring / 24 for 5 days	120.00 EA @	102.50 =	12,300.00
23. Power distribution box (per day) / 2 for 5 days	10.00 DA @	58.00 =	580.00



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www.cleanresponse.com

Grand Total Areas:

28,336.49	SF Walls	34,554.06	SF Ceiling	62,890.55	SF Walls and Ceiling
34,554.06	SF Floor	3,839.34	SY Flooring	3,542.06	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	3,542.06	LF Ceil. Perimeter
34,554.06	Floor Area	35,396.51	Total Area	28,336.49	Interior Wall Area
13,499.53	Exterior Wall Area	1,499.95	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



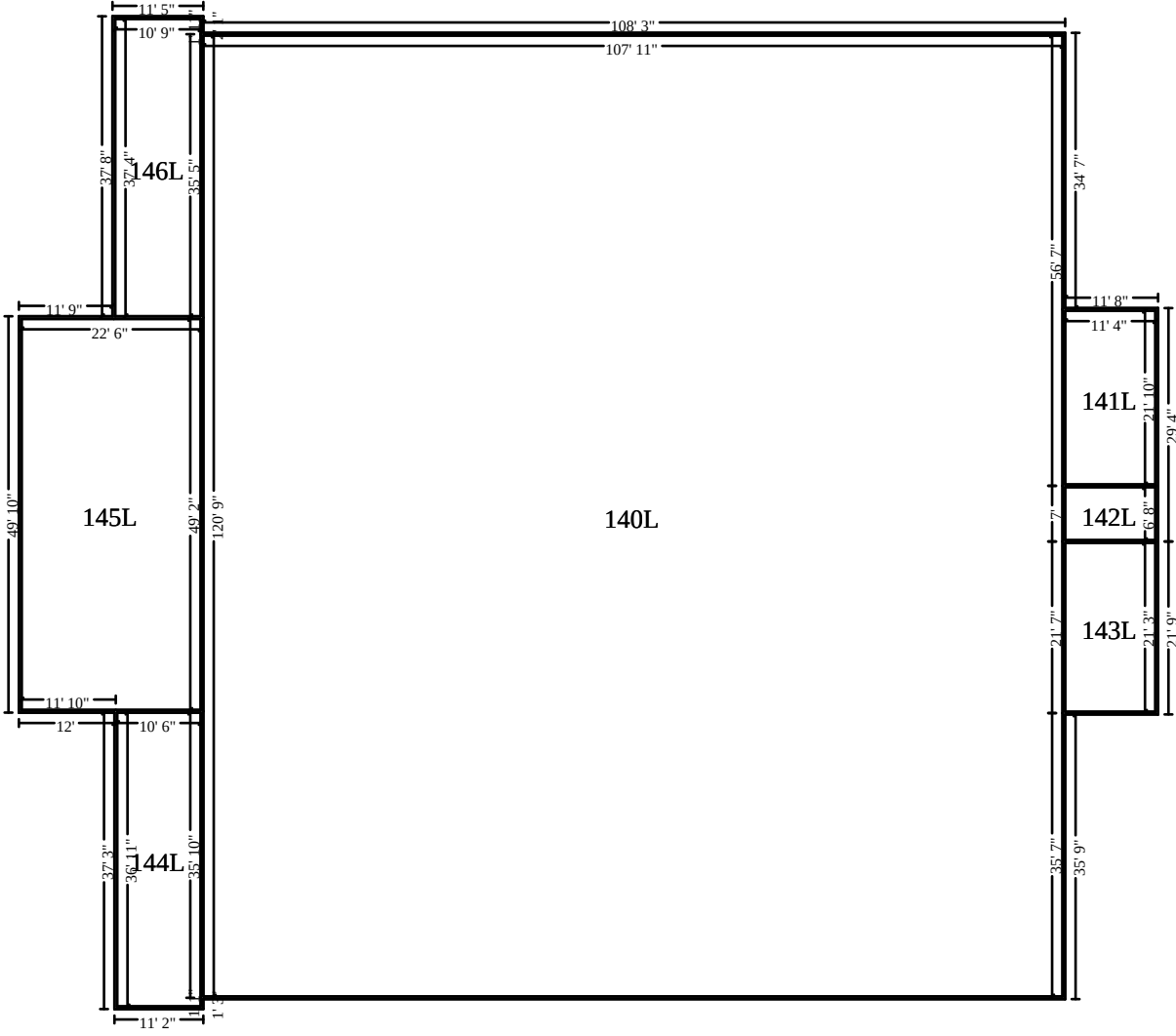
Restoration Contractors, Inc. dba Clean Response

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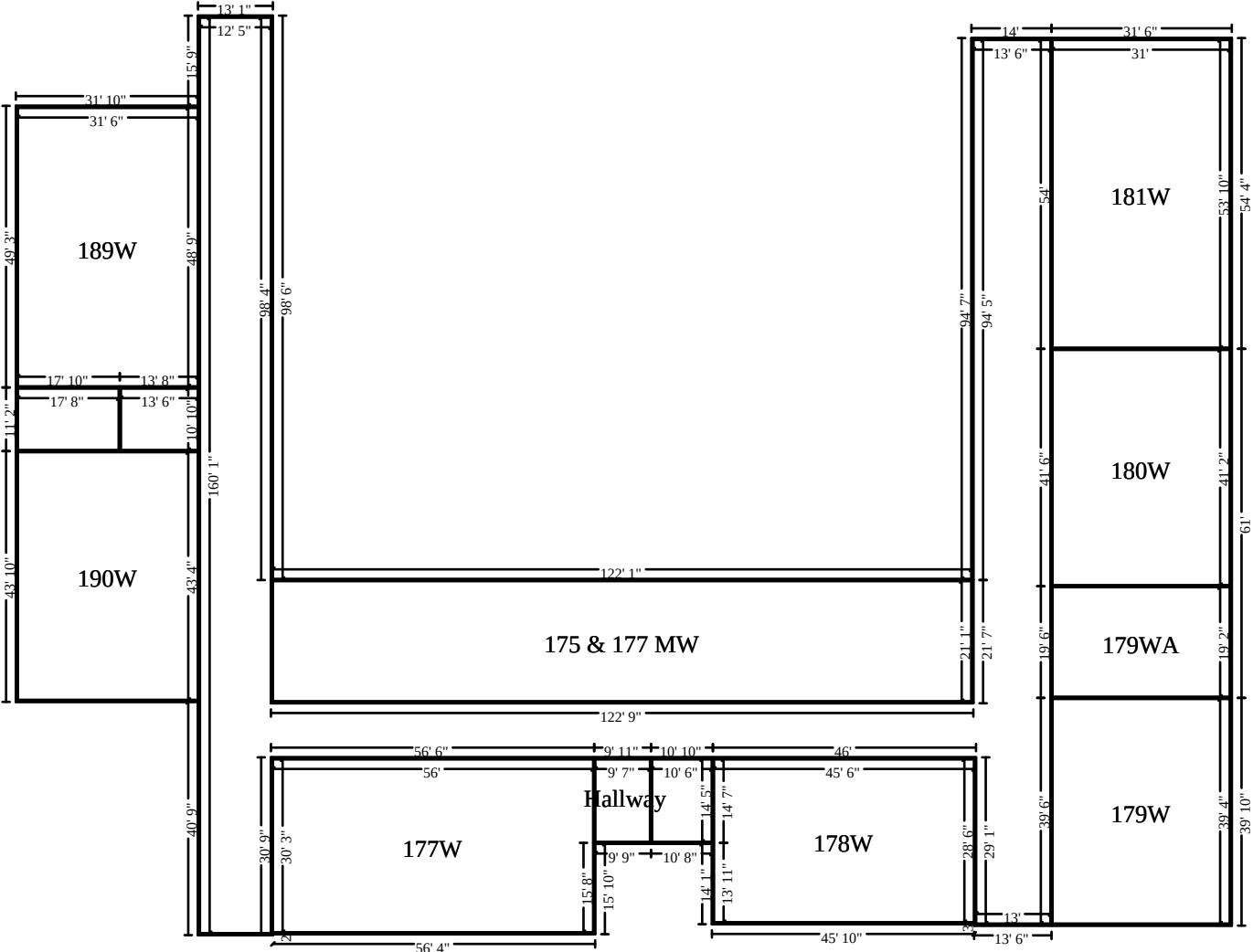
Summary

Line Item Total	52,415.07
Replacement Cost Value	\$52,415.07
Net Claim	\$52,415.07

Ron Albright, CR
Senior Estimator



Lower Level



Main Level

Field Trip / Overnight Athletic Team Trip Pre-Approval Form



PLEASE REVIEW FIELD TRIP PROCEDURES/REQUIREMENTS ON BACK OF FORM PRIOR TO SUBMITTING FOR APPROVAL.

Teacher/Coach/Advisor: Kent Musser Cell Phone #: (651) 587-8453

In conjunction with (team/class/organization): SAHS 9th Grade Orchestra

Educational/Trip Purpose: Performance, enrichment, education

☐ Itinerary details must be attached

Destination: Chicago

Destination Address/Phone: VARIOUS
(Address, City, State) (Phone number)

Departure from school Date: 4/22/22 Return to school Date: 4/24/22

Depart from school Time: 8:00 am Arrival to destination Time: 4 pm

Departure from destination Time: 9:00 am Return to school Time: 4 pm

Number of: Students/Team Members: (Attach List) 55

Directors/Coaches: 1 Names: Kent Musser

Chaperones*: 5-6 Names: TBD

* All chaperones must have a completed and approved criminal background check.

Mode of Travel (see back for more info): Coach Bus

Lodging Information (if overnight): TBD or Marriott Oak Brook
(Hotel Name, Address, City, State) (Phone number)

☐ Safety/Security Plans Reviewed TBD prior to trip verbal and written
(Date and manner in which information provided)

☐ Discipline & Chemical Policy & Rules Reviewed TBD prior to trip verbal and written
(Date and manner in which information provided)

Estimated Cost \$
Transportation \$
Housing \$
Fees \$
Supplies \$
(other)

Total Cost \$ <u>500.⁰⁰</u>	
Student Cost \$ <u>500.⁰⁰</u>	District Cost \$ <u>0</u>
Funding Source (i.e. grant, prof. dev., etc.): _____	

Teacher/Coach Signature: _____ (Date)

Department Chair/Athletic Director Approval: _____ (Date)

Building Administration Approval: _____ (Date)

FOR OVERNIGHT FIELD TRIPS AND ATHLETIC TEAM TRIPS ONLY

District Administrative Approval: _____ (Date)



Field Trip / Overnight Athletic Team Trip Pre-Approval Form

PLEASE REVIEW FIELD TRIP PROCEDURES/REQUIREMENTS ON BACK OF FORM PRIOR TO SUBMITTING FOR APPROVAL

Teacher/Coach/Advisor: Kent Musser Cell Phone #: 451-557-8453

In conjunction with (team/class/organization): SAMS 9th Gr. Leadership

Educational/Trip Purpose: Refinement, enrichment, education
☒ Itinerary details must be attached

Destination: Chicago

Destination Address/Phone: Various
(Address, City, State) (Phone number)

Departure from school Date: 4/23/22 Return to school Date: 4/24/22

Depart from school Time: 8:00am Arrival to destination Time: 4pm

Departure from destination Time: 2am Return to school Time: 4pm

Number of: Students/Team Members (Attach List) 55
Directors/Coaches 1 Name: Kent Musser
Chaperones 5-6 Name: TBD

* All chaperones must have a completed and approved criminal background check

Mode of Travel (see back for more info): Coach Bus

Lodging Information (if overnight): TBD at Mount Oak Brook
(Hotel Name, Address, City, State) (Phone number)

☒ Safety/Security Plans Reviewed TBD prior to trip verbal and written
(Date and manner in which information provided)

☒ Discipline & Chemical Policy & Rules Reviewed TBD prior to trip verbal & written
(Date and manner in which information provided)

Estimated Cost:
Transportation: \$
Housing: \$
Food: \$
Supplies: \$
Other: \$

Total Cost \$ 500
Student Cost \$ 500 District Cost \$ 0
Funding Source (i.e. grant, prof. dev., etc.):

Teacher/Coach Signature: [Signature] Date: 6/20/21

Department Chair (Athletic Director Approval): [Signature] Date: 6/30/21

Building Administration Approval: [Signature] Date: [Blank]

FOR OVERNIGHT FIELD TRIPS AND ATHLETIC TEAM TRIPS ONLY
District Administrative Approval: _____ Date: _____

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Place, Rhonda	Retirement (18 years)	Elementary Building Secretary, 6.0 hrs/day Lake Elmo Elementary	Tech Support	July 23, 2021

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Anderson, Christine	1.0 FTE Student Advocate Afton-Lakeland Elementary	\$76,364.00	Replacement	SCEA	August 17, 2021
Bailey, Linda	Cafeteria 4.0 hrs/day Mahtomedi High School	\$15.97 / hour	Replacement	Cafeteria	August 1, 2021
Blix, Ashley	CE Adult Enrichment & Aquatics Coordinator Central Services	\$63,703	Replacement	CSS	July 6, 2021
Breimhurst, Elizabeth	Community Education Assistant 5.5 hrs/day Lake Elmo Elementary	\$15.84 / hour	2021-2022 Staffing	CE Leads & Assistant	September 7, 2021
Brenholt, Nancy	Payroll Technician, 8.0 hrs/day Central Services	\$20.28 / hour	Replacement	Tech Support	July 1, 2021
Echeverria, Dana	Cafeteria 4.0 hrs/day Stillwater Area High School	\$15.97 / hour	Replacement	Cafeteria	July 1, 2021
Lee, Thomas	Interim Elementary Principal Rutherford Elementary	\$125,255.00	Replacement	Principals	August 16, 2021 - January 21, 2022
Nelson, Kristine	Paraprofessional 6.0 hrs/day Stillwater Middle School	\$16.50 / hour	2021-2022 Staffing	SCPA	2021-2022 School Year
Shelton, Alyssa (rehire)	.7 FTE PE & DAPE Teacher Stillwater Middle School	\$55,433.00	2021-2022 Staffing	SCEA	August 23, 2021
Schilling, Andrea	Paraprofessional 6.0 hrs/day Stillwater Middle School	\$16.50 / hour	2021-2022 Staffing	SCPA	2021-2022 School Year

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Ament, Kim	Cafeteria 5.0 hrs/day Stillwater Area High School	Cafeteria 6.0 hrs/day Stillwater Area High School	Replacement	Cafeteria	August 30, 2021
Cote, Denise	Curriculum Instruction Specialist Central Services	Supervisor - Student Support Services Oak Park	Replacement	CSS	July 19, 2021
Hall, Pamela	Cafeteria 6.0 hrs/day Stillwater Area High School	Cafeteria 7.0 hrs/day Stillwater Area High School	Replacement	Cafeteria	August 30, 2021
Hein, Kathryn M	Cafeteria 5.0 hrs/day Stillwater Middle School	Cafeteria 5.5 hrs/day Rutherford Elementary	Replacement	Cafeteria	August 1, 2021
Mobraten, Robin	Cafeteria 5.5 hrs/day Stillwater Middle School	Cafeteria 6.5 hrs/day Lake Elmo Elementary	Replacement	Cafeteria	August 1, 2021
Pearson, Tricia	Cafeteria 7.0 hrs/day Mahtomedi High School	Cafeteria 5.5 hrs/day Stillwater Middle School	Replacement	Cafeteria	August 1, 2021
Splettstoeszer, Stephanie	Cafeteria 5.0 hrs/day Andersen Elementary	Cafeteria 7.0 hrs/day Mahtomedi High School	Replacement	Cafeteria	August 1, 2021



Agenda Item IX. A.
Date Prepared: July 15, 2021
ISD 834 Board Meeting

Agenda Item: Policy for First Reading
Meeting Date: July 22, 2021
Contact Person: Dr. Jennifer Cherry

Summary:

The 2021 Policy Working Group will be presenting the following policy for its first reading.

- Policy 731 is a new policy – Post Issuance Debt Compliance.

The IRS encourages issuers and beneficiaries of tax-exempt obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

Stillwater Area Public Schools desires to monitor these obligations to ensure compliance with the IRS Code, Treasury Regulations and the SEC Rule. To help ensure compliance, the District has developed the following attached policy (the “Post-Issuance Debt Compliance Policy”).

The tax-exempt status of a debt obligation is contingent on compliance with all applicable state and federal laws at the time of issuance and throughout the term of the obligation. Such compliance requires Stillwater Area Public Schools to undertake certain recordkeeping and computational activities.

The policy is included for your review

Recommendation:

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

Non-Instructional Operations

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Post-Issuance Debt Compliance Policy	731		Review Cycle: 3 Year

I.PURPOSE

The purpose of this policy is to help ensure that all debt obligations will be in compliance with all applicable federal regulations.

II.GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with Internal Revenue Code and Treasury Regulations and to safeguard against potential SEC Rule 15c2-12 violations.

III.OBJECTIVE

The District desires to monitor these obligations to ensure compliance with the IRS Code, Treasury Regulations and the SEC Rule. To help ensure compliance, the District has developed the following policy (the “Post-Issuance Debt Compliance Policy”). The Post-Issuance Debt Compliance Policy shall apply to the obligations of bonds, notes, loans, lease purchase contracts, lines of credit, commercial paper or any other form of debt that is subject to compliance.

IV.BACKGROUND

A. IRS

The Internal Revenue Service (IRS) is responsible for enforcing compliance with the Internal Revenue Code (the “Code”) and regulations promulgated thereunder (“Treasury Regulations”) governing certain obligations (for example: tax-exempt obligations, Build America Bonds, Recovery Zone Development Bonds and various “Tax Credit” Bonds). The IRS encourages issuers and beneficiaries of these obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

B. SEC

The Securities and Exchange Commission (SEC) is responsible for enforcing compliance with the SEC Rule 15c2-12 (the “Rule”). Governments or governmental entities issuing obligations generally have a requirement to meet specific continuing disclosure standards set forth in continuing disclosure agreements

(“CDA”). Unless the issuer, obligated person, or a specific obligation is exempt from compliance with CDAs, these agreements are entered into at the time of obligation issuance to enable underwriter(s) to comply with the Rule.

The Rule sets forth certain obligations of:

1. underwriters to receive, review and disseminate official statements prepared by issuers of most primary offerings of municipal securities,
2. underwriters to obtain CDAs from issuers and other obligated persons to provide material event disclosure and annual financial information on a continuing basis, and
3. broker-dealers to have access to such continuing disclosure in order to make recommendations of municipal securities transactions in the secondary market.

The SEC encourages issuers and beneficiaries to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against Rule violations.

When obligations are issued, the CDA commits the issuer or obligated person to provide certain annual financial information and material event notices to the public. Issuers and other obligated persons may also choose to provide periodic, voluntary financial information and filings to investors in addition to fulfilling the specific responsibilities delineated in their CDA. It is important to note that issuers and other obligated persons should not give any one investor certain information that is not readily available to all market participants by disseminating information to the marketplace, at large. Issuers and other obligated persons should be aware that any disclosure activities determined to be “communicating to the market” can be subject to regulatory scrutiny.

V.PRIVATE ACTIVITY BONDS

- A. The District may issue tax-exempt obligations that are “private activity” bonds because either
1. the bonds finance a facility that is owned by the District but used by one or more qualified 501(c)(3) organizations, or
 2. the bonds are so-called “conduit bonds”, where the proceeds are loaned to a qualified 501(c)(3) organization or another private entity that finances activities eligible for tax-exempt financing under federal law (such as certain manufacturing projects and certain affordable housing projects).

Prior to the issuance of either of these types of bonds, the Director of Finance shall take steps necessary to ensure that such obligations will remain in compliance with the requirements of this Post-Issuance Debt Compliance Policy.

- B. In a case where compliance activities are reasonably within the control of a private party (i.e., a 501(c)(3) organization or conduit borrower), the Director of Finance may determine that all or some portion of compliance responsibilities described in this Post-Issuance Debt Compliance Policy shall be assigned to the relevant party.

- C. In the case of conduit bonds, the conduit borrower will be assigned all compliance responsibilities other than those required to be undertaken by the District under federal law.

- D. In a case where the Director of Finance is concerned about the compliance ability of a private party, the Director of Finance may require that a trustee or other independent third party be retained to

assist with record keeping for the obligation and/or that the trustee or such third party be responsible for all or some portion of the compliance responsibilities.

VI.PROCEDURES

A. The Director of Finance of the District is designated as the District's agent who is responsible for post-issuance compliance of these obligations.

B. The Director of Finance shall assemble all relevant documentation, records and activities required to ensure post-issuance debt compliance as further detailed in corresponding procedures (the "Post-Issuance Debt Compliance Procedures"). At a minimum, the Post-Issuance Debt Compliance Procedures for each qualifying obligation will address the following:

1. General Post-Issuance Compliance
2. General Recordkeeping
3. Arbitrage Yield Restriction and Rebate Recordkeeping
4. Expenditure and Asset Documentation to be Assembled and Retained
5. Miscellaneous Documentation to be Assembled and Retained
6. Additional Undertakings and Activities that Support Sections 1 through 5 above
7. Continuing Disclosure Obligations
8. Compliance with Future Requirements

C. The Director of Finance shall apply the Post-Issuance Debt Compliance Procedures to each qualifying obligation and maintain a record of the results. Further, the Director of Finance will ensure that the Post-Issuance Debt Compliance Policy and Procedures are updated on a regular and as needed basis.

D. The Director of Finance or any other individuals responsible for assisting the Director of Finance in maintaining records needed to ensure post-issuance debt compliance, are authorized to expend funds as needed to attend training or secure use of other educational resources for ensuring compliance such as consulting, publications, and compliance assistance.

E. Most of the provisions of this Post-Issuance Debt Compliance Policy are not applicable to taxable governmental obligations unless there is a reasonable possibility that the District may refund their taxable governmental obligation, in whole or in part, with the proceeds of a tax-exempt governmental obligation. If this refunding possibility exists, then the District shall treat the taxable governmental obligation as if such issue were an issue of tax-exempt governmental obligations and comply with the requirements of this Post-Issuance Debt Compliance Policy.

F. The Director of Finance is additionally authorized to seek the advice, as necessary, of bond counsel and/or its financial advisor to ensure the District is in compliance with this Post-Issuance Debt Compliance Policy.



Agenda Item IX.B.
Date Prepared: July 15, 2021
ISD 834 Board Meeting

Agenda Item: Policy for Third Reading
Meeting Date: July 22, 2021
Contact Person(s): Dr. Jennifer Cherry

Summary:

The following revised finance policy has been reviewed at two previous meetings.

- Revised Policy 705 - Investments (previously R 5.5 Investments)

The policy is included for your review.

Recommendation:

This is a report for information.

Non-Instructional Operations

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
INVESTMENTS	705	Revised	Review Cycle: 3 Year

I. PURPOSE

The purpose of this policy is to establish guidelines for the investment of school district funds.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with all state laws relating to investments and to guarantee that investments meet certain primary criteria.

III. SCOPE

This policy applies to all investments of the surplus funds of the school district, regardless of the fund accounts in which they are maintained, unless certain investments are specifically exempted by the school board through formal action.

IV. AUTHORITY; OBJECTIVES

A. The funds of the school district shall be deposited or invested in accordance with this policy, Minn. Stat. Ch. 118A and any other applicable law or written administrative procedures.

B. The primary criteria for the investment of the funds of the school district, in priority order, are as follows

1. Safety and Security. Safety of principal is the first priority. The investments of the school district shall be undertaken in a manner that seeks to ensure the preservation of the capital in the overall investment portfolio.
2. Liquidity. The funds shall be invested to assure that funds are available to meet immediate payment requirements, including payroll, accounts payable, and debt service.
3. Return and Yield. The investments shall be managed in a manner to attain a market rate of return through various economic and budgetary cycles, while preserving and protecting the capital in the investment portfolio and taking into account constraints on risk and cash flow requirements.

V. DELEGATION OF AUTHORITY

A. The ~~Director of Finance of the school district~~ is designated as the investment officer ~~of the school district~~ and is responsible for investment decisions and activities under the direction of the school board. The investment officer shall operate the school district's investment program consistent with this policy. The investment officer may delegate certain duties to a designee or designees but shall remain responsible for the operation of the program.

B. All officials and employees that are a part of the investment process shall act professionally and responsibly as custodians of the public trust and shall refrain from personal business activity that could conflict with the investment program or which could reasonably cause others to question the process and integrity of the investment program. The investment officer shall avoid any transaction that could impair public confidence in the school district.

VI. STANDARD OF CONDUCT

The standard of conduct regarding school district investments to be applied by the investment officer shall be the "prudent person standard." Under this standard, the investment officer shall exercise that degree of judgment and care, under the circumstances then prevailing, that persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, investing not for speculation and considering the probable safety of their capital as well as the probable investment return to be derived from their assets. The prudent person standard shall be applied in the context of managing the overall investment portfolio of the school district. The investment officer, acting in accordance with this policy and exercising due diligence, judgment, and care commensurate with the risk, shall not be held personally responsible for a specific security's performance or for market price changes. Deviations from expectations shall be reported in a timely manner and appropriate actions shall be taken to control adverse developments.

VII. MONITORING AND ADJUSTING INVESTMENTS

The investment officer shall routinely monitor existing investments and the contents of the school district's investment portfolio, the available markets, and the relative value of competing investment instruments.

VIII. INTERNAL CONTROLS

The investment officer shall establish a system of internal controls which shall be documented in writing. The internal controls shall be reviewed by the school board and shall be annually reviewed for compliance by the school district's independent auditors. The internal controls shall be designed to prevent and control losses of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions by officers, employees, or others. The internal controls may include, but shall not be limited to, provisions relating to controlling collusion, separating functions, separating transaction authority from accounting and record keeping, custodial safekeeping, avoiding bearer form securities, clearly delegating authority to applicable staff members, limiting securities losses and remedial action, confirming telephone transactions in writing, supervising and controlling employee actions, minimizing the number of authorized investment officials, and documenting transactions and strategies.

IX. PERMISSIBLE INVESTMENT INSTRUMENTS

The school district may invest its available funds in those instruments specified in Minn. Stat. §§ 118A.04 and 118A.05, as these sections may be amended from time to time, or any other law governing the investment of school district funds. The assets of an other postemployment benefits (OPEB) trust or trust account established pursuant to Minn. Stat. § 471.6175 to pay postemployment benefits to employees or officers after their termination of service, with a trust administrator other than the Public Employees Retirement Association, may be invested in instruments authorized under Minn. Stat. Ch. 118A or § 356A.06, Subd. 7. Investment of funds in an OPEB trust account under Minn. Stat. § 356A.06, Subd. 7, as well as the overall asset allocation strategy for OPEB investments, shall be governed by an OPEB Investment Policy Statement (IPS) developed between the investment officer, as designed herein, and the trust administrator.

X. PORTFOLIO DIVERSIFICATION; MATURITIES

A. Limitations on instruments, diversification, and maturity scheduling shall depend on whether the funds being invested are considered short-term or long-term funds. All funds shall normally be considered short-term except those reserved for building construction projects or specific future projects and any unreserved funds used to provide financial-related managerial flexibility for future fiscal years.

B. The school district shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.

1. The investment officer shall prepare and present a table to the school board for review and approval. The table shall specify the maximum percentage of the school district's investment portfolio that may be invested in a single type of investment instrument, such as U.S. Treasury Obligations, certificates of deposit, repurchase agreements, banker's acceptances, commercial paper, etc. The approved table shall be attached as an exhibit to this policy and shall be incorporated herein by reference.

2. The investment officer shall prepare and present to the school board for its review and approval a recommendation as to the maximum percentage of the total investment portfolio that may be held in any one depository. The approved recommendation shall be attached as an exhibit or part of an exhibit to this policy and shall be incorporated herein by reference.

3. Investment maturities shall be scheduled to coincide with projected school district cash flow needs, taking into account large routine or scheduled expenditures, as well as anticipated receipt dates of anticipated revenues. Maturities for short-term and long-term investments shall be timed according to anticipated need. Within these parameters, portfolio maturities shall be staggered to avoid undue concentration of assets and a specific maturity sector. The maturities selected shall provide for stability of income and reasonable liquidity.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

Before the school district invests any surplus funds in a specific investment instrument, a competitive bid or quotation process shall be utilized. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, quotations or bids shall be requested for instruments which meet the maturity requirement. If no specific maturity is required, a market trend analysis, which includes a yield curve, will normally be used to determine which maturities would be

most advantageous. Quotations or bids shall be requested for various options with regard to term and instrument. The school district will accept the quotation or bid which provides the highest rate of return within the maturity required and within the limits of this policy. Generally all quotations or bids will be computed on a consistent basis, i.e., a 360-day or a 365-day yield. Records will be kept of the quotations or bids received, the quotations or bids accepted, and a brief explanation of the decision that was made regarding the investment. If the school district contracts with an investment advisor, bids are not required in those circumstances specified in the contract with the advisor.

XII. QUALIFIED INSTITUTIONS AND BROKER-DEALERS

A. The school district shall maintain a list of the financial institutions that are approved for investment purposes.

B. Prior to completing an initial transaction with a broker, the school district shall provide to the broker a written statement of investment restrictions which shall include a provision that all future investments are to be made in accordance with Minnesota statutes governing the investment of public funds. The broker must annually acknowledge receipt of the statement of investment restrictions and agree to handle the school district's account in accordance with these restrictions. The school district may not enter into a transaction with a broker until the broker has provided this annual written agreement to the school district. The notification form to be used shall be that prepared by the State Auditor. A copy of this investment policy, including any amendments thereto, shall be provided to each such broker.

XIII. SAFEKEEPING AND COLLATERALIZATION

A. All investment securities purchased by the school district shall be held in third-party safekeeping by an institution designated as custodial agent. The custodial agent may be any Federal Reserve Bank, any bank authorized under the laws of the United States or any state to exercise corporate trust powers, a primary reporting dealer in United States Government securities to the Federal Reserve Bank of New York, or a securities broker-dealer defined in Minn. Stat. § 118A.06. The institution or dealer shall issue a safekeeping receipt to the school district listing the specific instrument, the name of the issuer, the name in which the security is held, the rate, the maturity, serial numbers and other distinguishing marks, and other pertinent information.

B. Deposit-type securities shall be collateralized as required by Minn. Stat. § 118A.03 for any amount exceeding FDIC, SAIF, BIF, FCUA, or other federal deposit coverage.

C. Repurchase agreements shall be secured by the physical delivery or transfer against payment of the collateral securities to a third party or custodial agent for safekeeping. The school district may accept a safekeeping receipt instead of requiring physical delivery or third-party safekeeping of collateral on overnight repurchase agreements of less than \$1,000,000.

XIV. REPORTING REQUIREMENTS

A. The investment officer shall generate daily and monthly transaction reports for management purposes. In addition, the school board shall be provided a monthly report that shall include data on investment instruments being held as well as any narrative necessary for clarification.

~~B. The investment officer shall prepare and submit to the school board a quarterly investment report that summarizes recent market conditions, economic developments, and anticipated investment~~

~~conditions. The report shall summarize the investment strategies employed in the most recent quarter and describe the investment portfolio in terms of investment securities, maturities, risk characteristics, and other features. The report shall summarize changes in investment instruments and asset allocation strategy approved by the investment officer for an OPEB trust in the most recent quarter. The report shall explain the quarter's total investment return and compare the return with budgetary expectations. The report shall include an appendix that discloses all transactions during the past quarter. Each quarterly report shall indicate any areas of policy concern and suggested or planned revisions of investment strategies. Copies of the report shall be provided to the school district's auditor.~~

~~C. Within ninety (90) days after the end of each fiscal year of the school district, the investment officer shall prepare and submit to the school board a comprehensive annual report on the investment program and investment activity of the school district for that fiscal year. The annual report shall include 12-month and separate quarterly comparisons of return and shall suggest revisions and improvements that might be made in the investment program.~~

D. If necessary, the investment officer shall establish systems and procedures to comply with applicable federal laws and regulations governing the investment of bond proceeds and funds in a debt service account for a bond issue. The record keeping system shall be reviewed annually by the independent auditor or by another party contracted or designated to review investments for arbitrage rebate or penalty calculation purposes.

XV. DEPOSITORIES

The school board shall annually designate one or more official depositories for school district funds. The treasurer or the chief financial officer of the school district may also exercise the power of the school board to designate a depository. The school board shall be provided notice of any such designation by its next regular meeting. The school district and the depository shall each comply with the provisions of Minn. Stat. § 118A.03 and any other applicable law, including any provisions relating to designation of a depository, qualifying institutions, depository bonds, and approval, deposit, assignment, substitution, addition, and withdrawal of collateral.

XVI. ELECTRONIC FUNDS TRANSFER OF FUNDS FOR INVESTMENT

The school district may make electronic fund transfers for investments of excess funds upon compliance with Minn. Stat. § 471.38.

Legal References: Minn. Stat. § 118A.01 (Public Funds; Depositories and Investments)

Minn. Stat. § 118A.02 (Authorization for Deposit and Investment)

Minn. Stat. § 118A.03 (Depositories and Collateral)

Minn. Stat. § 118A.04 (Investments)

Minn. Stat. § 118A.05 (Contracts and Agreements)

Minn. Stat. § 118A.06 (Delivery and Safekeeping)

Minn. Stat. § 356A.06, Subd. 7 (Authorized Investment Securities)

Minn. Stat. § 471.38 (Claims)

Minn. Stat. § 471.6175 (Trust for Postemployment Benefits)

~~Cross References: MSBA/MASA Model Policy 703 (Annual Audit) MSBA Service Manual,~~

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
INVESTMENTS	705		Review Cycle: 3 Year

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2. The investment officer shall prepare and present to the school board for its review and approval a recommendation as to the maximum percentage of the total investment portfolio that may be held in any one depository. The approved recommendation shall be attached as an exhibit or part of an exhibit to this policy and shall be incorporated herein by reference.

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most advantageous. Quotations or bids shall be requested for various options with regard to term and instrument. The school district will accept the quotation or bid which provides the highest rate of return within the maturity required and within the limits of this policy. Generally all quotations or bids will be computed on a consistent basis, i.e., a 360-day or a 365-day yield. Records will be kept of the quotations or bids received, the quotations or bids accepted, and a brief explanation of the decision that was made regarding the investment. If the school district contracts with an investment advisor, bids are not required in those circumstances specified in the contract with the advisor.

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B. Deposit-type securities shall be collateralized as required by Minn. Stat. § 118A.03 for any amount exceeding FDIC, SAIF, BIF, FCUA, or other federal deposit coverage.

C. Repurchase agreements shall be secured by the physical delivery or transfer against payment of the collateral securities to a third party or custodial agent for safekeeping. The school district may accept a safekeeping receipt instead of requiring physical delivery or third-party safekeeping of collateral on overnight repurchase agreements of less than \$1,000,000.

XIV. REPORTING REQUIREMENTS

A. The investment officer shall generate daily and monthly transaction reports for management purposes. In addition, the school board shall be provided a monthly report that shall include data on investment instruments being held as well as any narrative necessary for clarification.

B. If necessary, the investment officer shall establish systems and procedures to comply with applicable federal laws and regulations governing the investment of bond proceeds and funds in a debt

service account for a bond issue. The record keeping system shall be reviewed annually by the independent auditor or by another party contracted or designated to review investments for arbitrage rebate or penalty calculation purposes.

XV. DEPOSITORIES

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XVI. ELECTRONIC FUNDS TRANSFER OF FUNDS FOR INVESTMENT

The school district may make electronic fund transfers for investments of excess funds upon compliance with Minn. Stat. § 471.38.

Legal References: Minn. Stat. § 118A.01 (Public Funds; Depositories and Investments)

Minn. Stat. § 118A.02 (Authorization for Deposit and Investment)

Minn. Stat. § 118A.03 (Depositories and Collateral)

Minn. Stat. § 118A.04 (Investments)

Minn. Stat. § 118A.05 (Contracts and Agreements)

Minn. Stat. § 118A.06 (Delivery and Safekeeping)

Minn. Stat. § 356A.06, Subd. 7 (Authorized Investment Securities)

Minn. Stat. § 471.38 (Claims)

Minn. Stat. § 471.6175 (Trust for Postemployment Benefits)



Agenda Item IX.C.
Date Prepared: July 19, 2021
ISD 834 Board Meeting

Agenda Item: Stillwater Middle School Gym Floor Removal and Abatement

Meeting Date: July 22, 2021

Contact Person: Mark Drommerhausen, Director of Operations

Background:

On July 3, 2021, the Stillwater Middle School fire sprinkler pipe separated in the music area. The water drained into the Main Gym and flooded the wood floor. The standing water was removed and dehumidifiers were brought in to dry out the wood floor. Because of the way the gym floor is constructed, it was not feasible to save. As a result, the floor has buckled and will need to be replaced.

The floor is constructed with adhesives and vapor barriers that contain asbestos. This requires the flooring system to be removed under full asbestos containment. The Administration met with abatement contractors on July 12, 2021 to seek proposals. The cost to remove the gym floor under a full asbestos containment was estimated to be \$130,000. Five quotes were received July 19, 2021. The lowest quote is from Mavo Systems, Inc. of White Bear Lake, MN for a total of \$81,678.00. The cost will be submitted to the District's insurance company for reimbursement. This abatement project will be funded through the LTFM fund and insurance coverage will be credited back to the same account. Administration will recommend approving Mavo Systems, Inc. to remove and abate the Stillwater Middle School gym floor.

Location(s): Stillwater Middle School

Project Name: Stillwater Middle School Gym Floor Removal and Abatement

Fund: Long Term Facilities Maintenance and Insurance Reimbursement

Fund Description: Asbestos

Item: Remove and abate Stillwater Middle School Main Gym floor

Amount: \$81,678.00

Company: Mavo Systems Inc.

Recommendation:

This is a report for information.

EXPENDITURE APPROVAL FORM

Fiscal Year 2021-2022

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

REQUESTED BY: Mark Drommerhausen, Director of Operations

DATE: July 22, 2021

DESCRIPTION OF REQUEST

Stillwater Middle School Gym Floor Removal and Abatement

On July 3, 2021, the Stillwater Middle School fire sprinkler pipe separated in the music area. The water drained into the Main Gym and flooded the wood floor. The standing water was removed and dehumidifiers were brought in to dry out the wood floor. Because of the way the gym floor is constructed, it was not feasible to save. As a result, the floor has buckled and will need to be replaced.

The floor is constructed with adhesives and vapor barriers that contain asbestos. This requires the flooring system to be removed under full asbestos containment. The Administration met with abatement contractors on July 12, 2021 to seek proposals. The cost to remove the gym floor under a full asbestos containment was estimated to be \$130,000. Five quotes were received July 19, 2021. The lowest quote is from Mavo Systems, Inc. of White Bear Lake, MN for a total of \$81,678.00. The cost will be submitted to the District's insurance company for reimbursement. This abatement project will be funded through the LTFM fund and insurance coverage will be credited back to the same account. Administration recommends approving Mavo Systems, Inc. to remove and abate the Stillwater Middle School gym floor.

EXPENDITURE APPROVAL FORM (Continued)

FINANCIAL IMPACT

Budget(s) Impacted: \$81,678.00 Long-Term Facility Maintenance Budget.

Additional costs may be incurred to remedy issues not identified in the abatement proposal documents.

Is This a One-Time Expenditure?

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

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

- ☒ **Yes** List Source(s): Long-Term Facilities Maintenance and Insurance Reimbursement
☐ **No**

PROGRESS MONITORING:

Work to be completed prior to the August 23, 2021



8612 Eagle Creek Parkway, Savage, MN 55378
Tel: 952 746-5880 ♦ Fax: 952 746-5882
Mailbox@FieldConsultingInc.com

July 19, 2021

Stillwater Public Schools, ISD #834
Attn: Tony Willger
1875 South Greeley Street
Stillwater, MN 55082

**Re: Stillwater Middle School Gym Asbestos Abatement 2021
Quote Results**

Dear Mr. Willger,

After review of the bid tabulations received on Monday, July 19th at 1:00 pm, Mavo Systems, Inc. is the low-bidder for the above mentioned project. Field Environmental Consulting finds no reason not to award the project to the low bidder, Sterling Systems.

With the client's approval, Field Environmental Consulting will notify Mavo Systems, Inc. in writing that Stillwater Public Schools has accepted the lump sum base bid of \$81,678.00 to conduct work on the above referenced project as per the project manual dated July 12, 2021.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

A handwritten signature in brown ink that reads "Stephen Field".

Stephen Field
Project Manager



8612 Eagle Creek Parkway, Savage, MN 55378
 Tel: 952 746-5880 ♦ Fax: 952 746-5882
 Mailbox@FieldConsultingInc.com

QUOTE RESULTS
Stillwater Middle School
Project # 21105

CONTRACTOR	QUOTE	UNIT PRICE # 1	UNIT PRICE # 2	UNIT PRICE # 3	UNIT PRICE # 4
Mavo Systems, Inc.	\$ 81,678	\$ 7.00	\$ 135	\$ 130	\$ 600
Environmental Plant Systems	\$ 93,500	\$ 2.05	\$ 105	\$ 98	\$ 800
Sterling Systems	\$ 96,500	\$ 12.00	\$ 115	\$ 115	\$ 600
Dennis Environmental Operations	\$ 99,800	\$ 8.00	\$ 120	\$ 120	\$ 600
Titan Environmental, Inc.	\$ 105,800	\$ 9.00	\$ 118	\$ 118	\$ 600



Agenda Item X.A.
Date Prepared: July 19, 2021
ISD 834 Board Meeting

Agenda Item: Stillwater Middle School Gym Floor Removal and Abatement
Meeting Date: July 22, 2021
Contact Person: Mark Drommerhausen, Director of Operations

Background:

On July 3, 2021, the Stillwater Middle School fire sprinkler pipe separated in the music area. The water drained into the Main Gym and flooded the wood floor. The standing water was removed and dehumidifiers were brought in to dry out the wood floor. Because of the way the gym floor is constructed, it was not feasible to save. As a result, the floor has buckled and will need to be replaced.

The floor is constructed with adhesives and vapor barriers that contain asbestos. This requires the flooring system to be removed under full asbestos containment. The Administration met with abatement contractors on July 12, 2021 to seek proposals. The cost to remove the gym floor under a full asbestos containment was estimated to be \$130,000. Five quotes were received July 19, 2021. The lowest quote is from Mavo Systems, Inc. of White Bear Lake, MN for a total of \$81,678.00. The cost will be submitted to the District's insurance company for reimbursement. This abatement project will be funded through the LTFM fund and insurance coverage will be credited back to the same account. Administration recommends approving Mavo Systems, Inc. to remove and abate the Stillwater Middle School gym floor.

Location(s): Stillwater Middle School

Project Name: Stillwater Middle School Gym Floor Removal and Abatement

Fund: Long Term Facilities Maintenance and Insurance Reimbursement

Fund Description: Asbestos

Item: Remove and abate Stillwater Middle School Main Gym floor

Amount: \$81,678.00

Company: Mavo Systems Inc.

Recommendation:

A motion and second to approve the quote will be requested.

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

EXPENDITURE APPROVAL FORM

Fiscal Year 2021-2022

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

REQUESTED BY: Mark Drommerhausen, Director of Operations

DATE: July 22, 2021

DESCRIPTION OF REQUEST

Stillwater Middle School Gym Floor Removal and Abatement

On July 3, 2021, the Stillwater Middle School fire sprinkler pipe separated in the music area. The water drained into the Main Gym and flooded the wood floor. The standing water was removed and dehumidifiers were brought in to dry out the wood floor. Because of the way the gym floor is constructed, it was not feasible to save. As a result, the floor has buckled and will need to be replaced.

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EXPENDITURE APPROVAL FORM (Continued)

FINANCIAL IMPACT

Budget(s) Impacted: \$81,678.00 Long-Term Facility Maintenance Budget.

Additional costs may be incurred to remedy issues not identified in the abatement proposal documents.

Is This a One-Time Expenditure?

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

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

- ☒ **Yes** List Source(s): Long-Term Facilities Maintenance and Insurance Reimbursement
☐ **No**

PROGRESS MONITORING:

Work to be completed prior to the August 23, 2021



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Mailbox@FieldConsultingInc.com

July 19, 2021

Stillwater Public Schools, ISD #834
Attn: Tony Willger
1875 South Greeley Street
Stillwater, MN 55082

**Re: Stillwater Middle School Gym Asbestos Abatement 2021
Quote Results**

Dear Mr. Willger,

After review of the bid tabulations received on Monday, July 19th at 1:00 pm, Mavo Systems, Inc. is the low-bidder for the above mentioned project. Field Environmental Consulting finds no reason not to award the project to the low bidder, Sterling Systems.

With the client's approval, Field Environmental Consulting will notify Mavo Systems, Inc. in writing that Stillwater Public Schools has accepted the lump sum base bid of \$81,678.00 to conduct work on the above referenced project as per the project manual dated July 12, 2021.

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Stillwater Middle School
Project # 21105

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Agenda Item X.B.
Date Prepared: July 15, 2021
ISD 834 Board Meeting

Agenda Item: 2020-2022 Master Contract – St. Croix Paraprofessional Association

Meeting Date: July 22, 2021

Contact Person: Ms. Cindy Gustafson, Director of Human Resources

Background:

The Master Contract for the St. Croix Paraprofessional Association is a two year contract which expired June 30, 2020. There are approximately 185 people covered by this contract, holding positions as general education, special education, tech, and health paraprofessionals. Pending ratification, the District and the paraprofessionals have recently reached agreement on terms and conditions of employment for the 2020-2022 Master Contract.

Information regarding changes will be provided to the Board. Administration recommends approval of the 2020-2022 St. Croix Paraprofessional Association Master Contract.

Recommendation:

A motion and a second to approve the 2020-2022 Master Contract for the St. Croix Paraprofessional Association will be requested.

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



Agenda Item X.C.
Date Prepared: July 15, 2021
ISD 834 Board Meeting

Action Item: District Handbook 2021-2022
Meeting Date: July 22, 2021
Contact Person: Ms. Carissa Keister, Director of Communications

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 <https://www.stillwaterschools.org/our-district/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 2021-2022.

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



Agenda Item XI.
Date Prepared: June 15, 2021
ISD 834 Board Meeting

Agenda Item: Board Chair Report
Meeting Date: July 22, 2021

Background:

Each meeting the Board Chair 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. What is included in this item will vary each meeting depending on the nature of the topics, the school year schedule and time of activities

Recommendation:

Board action is not required.



Agenda Item XII. A.
Date Prepared: June 15, 2021
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: July 22, 2021
Contact Person: School Board Chair

The meeting must formally adjourn.

The following items were discussed:

1. Youth Service Bureau Contracts for the provision of Mental Health, Chemical Health and Crisis Prevention Services

- 3 contracts with Youth Service Bureau (YSB)
- ALC - counseling and chemical health services
- High School and Middle School - Chemical Health Services
- In the past we have used grant funds, but those are no longer available so this will come out of the General Fund and has already been figured into 2021-22 budget
- The 3rd contract is for additional Crisis Response and will be paid for as needed.
- Total \$87,920.20 is the total for the 1st two contracts.

2. Approval of Realtor RFQ

- Three realtors put in bids.
- The last realtor used by the district was Cushman & Wakfield
- Telus and C&W similar in expense breakdown. Metro East adds hourly fees.
- Telus has the most straightforward and economical structure.

3. Overnight Music Field Trip to Chicago for 9th Grade Orchestra in spring 2022

- Typically this is done by filling out the field trip form for approval first, but due to timelines and in an effort to save families some money, the request is being made now.
- A deposit is needed for this trip in the spring and the district is proposing to pay this \$500 deposit as it will be paid back by the families of students going on the trip.

4. Requesting to transfer funds from Community Education ECFC to School Readiness (needs to be recorded as FY21).

- There are a number of sub funds within CE. One is the ECFC fund.
- There will be a surplus this year of between \$50,000 and \$80,000.
- Recommends transferring money from ECFC to School Readiness to bridge the gap.
- Some of the CARES money will also go to alleviate the loss in School Readiness.

- Annette Sallman has looked into this and it is allowed under Statute along with School Board approval.
- This will come for board approval at the next meeting.

5. Stillwater Middle School (SMS) water mitigation

- On July 3rd in the early AM hours a sprinkler pipe broke in the music room areas at SMS.
- Water went into the choir and band classrooms as well as the gymnasium and a couple of other classrooms were affected as well. There was quite a bit of standing water in all areas. Water was turned off and a moisture mitigation company was contacted. KA suggested Clean Response to do this work. Orchestra and band instruments were taken care of as soon as possible to salvage as many of them as possible.
- The sprinkler pipe was fixed and an electrician was consulted to make sure all electrical work was in order. Moisture mitigation - \$55,000 - \$65,000. Field Environment - \$2500. Sprinkler repair - \$3000. Electrician - \$1500.
- Next steps: getting instruments looked at to see what can be saved or what needs to be replaced. Still need to look at indoor air quality, final cleanup, and the gym floor will need to be replaced.
- Insurance was contacted and an adjuster has come out already. We do have a deductible of \$50,000.
- Gym floor: Removal and abatement -
 - i. 7-20-2021 - Walk through abatement
 - ii. Report and action will come to board on July 22nd to get this started. The insurance adjuster gave the go ahead for the gym floor as it is vital to complete as soon as possible.
 - iii. Floor removal August 2 - 25th.
 - iv. Bid for floor replacement: July 23rd and 30th.
 - v. Move Aug 31st FO to Sept 2nd for bid approval.
 - vi. Then board approval for Sept 9.
 - vii. Install Dec-Feb.



Stillwater School Board
Policy Meeting Notes
July 14, 2021

Present: Katie Hockert, Bev Petrie, Annie Porbeni, Jennifer Cherry, Joan Hurley

Agenda

- Finalize Policy 705 and Post Issuance Debt Compliance Policy 731
- Begin assessment of 200 series of policies

Highlights of Discussion

- Agreed on final wording of 705
- Reviewed input from the Finance Director regarding policy 731 and finalized wording.
- Dr. Cherry presented an overview of the whole 200 series
 - Discussed Director Sherman's request for addressing Operating Norms
 - Discussed a plan for prioritizing policies within the series

What's next

- Report for Policy 705 at next board meeting on 7/22/21
- First reading of new Policy 731 at next board meeting on 7/22/21
- Committee members will review 210, 212, 213, 215 for the next policy meeting

Next Meeting: July 28, 2021 at 12-1pm

Respectfully submitted by: Katie Hockert

Date: 7/14/21