



Independent School District 834
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082
School Board Business Meeting Agenda – August 12, 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 22, 2021 Closed Meeting
 - B. Minutes of July 22, 2021 Business Meeting
 - C. Minutes of August 5, 2021 Closed Meeting
 - D. Disbursement Register - July 24, 2021 - August 13, 2021
 - E. Agreement to Provide Special Education and Related Staffing - Northeast Metro 916
 - F. Contract for Services with Accurate Health Care
 - G. Wold Architects and Engineers – Professional Services
 - H. Repair and Replacement of Interactive Displays
 - I. Human Resources Personnel Report
- IX. **Reports**
 - A. Back to School Update - Superintendent Malinda Lansfeldt
 - B. First Policy Reading (210) Conflict of Interest and (201.5) Conflict of Interest - Dr. Jennifer Cherry
 - C. Second Policy Reading (731) Post Issuance Debt Compliance - Dr. Jennifer Cherry
 - D. Renew District Memberships – Chair Beverly Petrie
 - E. Clinical Services Agreement for Physical Therapy Services – Mr. Paul Lee
- X. **Action Items**
 - A. Clinical Services Agreement for Physical Therapy Services – Mr. Paul Lee
 - B. Online Learning Recommendation – Dr. Jennifer Cherry
 - C. Policy Approval (705) Investments - Dr. Jennifer Cherry
 - D. Combined Polling Locations Update – Chair Petrie
 - E. Resolution Establishing the Procedure and Schedule to fill One School Board Vacancy by Appointment – Chair Beverly Petrie
 - F. Resolution Calling a Special Election to fill a School Board Vacancy – Superintendent Malinda Lansfeldt
 - G. Resolution relating to increasing the General Education Revenue of the School District, Approving a New Referendum Revenue Authorization, Approving a New Capital Project Levy to Fund Technology – Superintendent Malinda Lansfeldt
- XI. **Board Chair Report**
- XII. **Adjournment**
Attachment:
 - A. Adjourn
 - Finance and Operations Committee Notes
 - Policy Committee Notes



Agenda Item I.
Date Prepared: June 16, 2021
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: August 12, 2021

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: June 16, 2021
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: August 12, 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

Malinda Lansfeldt, Interim Superintendent, Ex-Officio

Recommendation:

Board action is not required.



Agenda Item III.
Date Prepared: June 16, 2021
ISD 834 Board Meeting

Agenda Item: Pledge of Allegiance
Meeting Date: August 12, 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 16, 2021
ISD 834 Board Meeting

Agenda Item: District Mission and School Board Goals
Meeting Date: August 12, 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 16, 2021
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: August 12, 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 16, 2021
ISD 834 Board Meeting

Agenda Item: Open Forum
Meeting Date: August 12, 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 16, 2021
ISD 834 Board Meeting

Agenda Item: Superintendent Report
Meeting Date: August 12, 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: August 12, 2021
Contact Person: Varies by item

Agenda Item VIII. A.B.C.D.E.F.G.H.I.
Date Prepared: August 6, 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 Closed Meeting Minutes July 22, 2021

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

A copy of the minutes is included for your review.

B. School Board Business Meeting Minutes, July 22, 2021

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

A copy of the minutes is included for your review.

C. School Board Closed Meeting Minutes, August 5, 2021

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

A copy of the minutes is included for your review.

D. Disbursement Register – July 24, 2021 – August 13, 2021

Contact Person: Dr. John Thein, Director, Finance

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

E. Agreement to Provide Special Education and Related Staffing - Northeast Metro 916

Contact Person: Mr. Paul Lee, Director, Student Support Services

A copy of the agreement is included for your review

F. Contract for Services with Accurate Health Care

Contact Person: Mr. Paul Lee, Director, Student Support Services

A copy of the agreement is included for your review.

G. Wold Architects and Engineers - Professional Services

Contact Person: Mr. Mark Drommerhausen, Director, Operations

A copy of the proposal is included for your review.

H. Repair and Replacement of Interactive Displays

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

A copy of the proposal 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 834 – Stillwater Area Public Schools
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082
School Board Closed Meeting Minutes
July 22, 2021

The Open meeting was called to order at 12:06 p.m.

- I. Roll Call: Present: Beverly Petrie, chair; Alison Sherman, vice chair; Annie Porbeni, clerk, Katie Hockert, director; Tina Riehle, director; Liz Weisberg, director

Not present: Matt Onken, treasurer

- II. The Board adjourned to a closed meeting at 12:08 p.m. Closed Session pursuant to Minnesota Statutes § 13D.05, Subd. 3(b), for a confidential attorney-client discussion regarding pending litigation in the matter *ISD No. 834 v. EN Properties, LLC, et al.*

Motion by: Member Porbeni; Second by: Member Hockert; Vote: 6 ayes, 0 nays, motion carried unanimously.

Others Present: Malinda Lansfeldt, Peter Mikhail, David Sienko

- III.. Closed session adjourned to open meeting at 12:49 p.m.
Motion by Chair Petrie, second by: Member Sherman; Vote: 6 ayes, 0 nays, motion carried unanimously.

Open meeting adjourned at 12:52 p.m.

Respectfully submitted by Annie Porbeni, Clerk



Independent School District No. 834 – Stillwater Area Public Schools
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082
July 22, 2021 – 6:00 p.m. Meeting Minutes

- I. **Call to Order:** The meeting was called to order at 6:10 p.m.
- II. **Roll Call:** Present: Beverly Petrie, chair, Alison Sherman, vice chair, Annie Porbeni, clerk, Katie Hockert, director, Tina Riehle, director, Liz Weisberg, director
- Not Present: Matt Onken, treasurer
- 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. **Open Forum**
- Amy Martin, Lakeland, MN - Levy
 - Sandy Hayner, Stillwater, MN - Levy
 - Heidi Adam, Stillwater, MN - Board/Community Relations
 - Deedee Armstrong, Afton, MN - Levy
- VII. **Superintendent Report**
- Governor Tim Walz and Commissioner Heather Mueller visited our Extended School Year summer programming at Oak-Land Middle School on Monday, July 19, 2021.
 - Superintendent Lansfeldt shared an update on academics, student life and activities.
 - Every fall we are required to inform parents and guardians of district policies and required notices, as well as the rights and responsibilities of our students and their guardians. All of this information is included in the District Handbook.
- 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

Motion to Motion to approve the Consent Agenda Items A,B,C,D,E,F,G,H,I by: Member Hockert; Second by: Member Porbeni; Vote: 4 ayes, 2 nays (Riehle, Weisberg): Motion carried.

- IX. **Reports**

- A. First Policy Reading (731) Post Issuance Debt Compliance - Dr. Jennifer
This policy will be presented for a second reading at the next School Board Meeting
- B. Third Policy Reading (705) Investments - Dr. Jennifer Cherry
This policy will be presented for approval at a future School Board Meeting.
- C. Stillwater Middle School Gym Floor Removal and Abatement - Mr. Mark Drommerhausen.
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.

X. Action Items

- A. Stillwater Middle School Gym Floor Removal and Abatement - Mr. Mark Drommerhausen.
Administration recommends approving Mavo Systems, Inc. to remove and abate the Stillwater Middle School gym floor.

Motion to approve the Stillwater Middle School Gym Floor Removal and Abatement by: Member Sherman; Second by: Member Porbeni; Vote: 6 ayes, 0 nays: Motion carried unanimously.

- B. Paraprofessional Contract – Ms. Cindy Gustafson
Administration recommends approval of the 2020-2022 St. Croix Paraprofessional Association Master Contract.

Motion to approve the 2020-2022 St. Croix Paraprofessional Association Master Contract. by: Member Hockert; Second by: Member Porbeni; Vote: 4 ayes, 1 nays (Riehle), 1 abstain (Weisberg): Motion carried.

- C. District Handbook - Ms. Carissa Keister
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. Each year, parents/guardians are required to sign off that they have reviewed the policies, procedures and required notices contained within this handbook.

Motion to approve the District Handbook by: Member Probeni; Second by: Member Sherman; Vote: 6 ayes, 0 nays: Motion carried unanimously.

XI. Board Chair Report

- Director Weisber reported that she is resigning from the School Board and this will be her last school board meeting.

XII. Adjournment

- A. The meeting adjourned at 7:02 p.m.

Respectfully submitted, Annie Porbeni, Clerk



Independent School District 834 – Stillwater Area Public Schools
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082
School Board Closed Meeting Minutes
August 5, 2021 3:00 p.m.

The Open meeting was called to order at 3:12 p.m.

- I. Roll Call: Present: Beverly Petrie, chair; Alison Sherman, vice chair, Matt Onken, treasurer, Tina Riehle, director

Not present: Annie Porbeni, clerk, Katie Hockert, director

- II. The Board adjourned to a closed meeting at 3:14 p.m. Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(b), to discuss or consider offers for the purchase or sale of real property. The property is identified as: Vacant land-Southwest Quadrant, Highway 36 and Stillwater Boulevard, Oak Park Heights, Minnesota and pursuant to Minnesota Statutes Section 13D.05, subdivision 3(b), to engage in discussions with the School Board's legal counsel related to litigation in the case of Hoheisel vs ISD 834, et al., Court File No. 82-CV-20-1882. The Board of Directors seeks legal advice on the status of the matter, alleged claims against the District, the District Attorney's analysis of the same, and the District's options for responding to such claims.

Motion by: Member Sherman; Second by: Member Onken; Vote: 4 ayes, 0 nays, motion carried.

Others Present: Trevor Helmers, Malinda Lansfeldt, Mark Drommerhausen, John Thein,

Member Hockert joined at 3:40 p.m.

Member Porbeni joined at 4:05 p.m.

- III.. Closed session adjourned to open meeting at 4:13 p.m.
Motion by Member Onken,, second by: Member Hockert; Vote: 6 ayes, 0 nays, motion carried unanimously .

Open meeting adjourned at 4:18 p.m.

Respectfully submitted by Annie Porbeni, Clerk



Agenda Item VIII.E.
Date Prepared: July 20, 2021
ISD 834 Board Meeting

Agenda Item: Agreement to Provide Special Education and Related Staffing – Northeast Metro 916

Meeting Date: August 12, 2021

Contact Person: Mr. Paul Lee, Director of Student Support Services

Background:

Agreement To Provide Special Education and Related Staffing - Northeast Metro 916. Based on the IEP identified needs of students with disabilities and district staffing models the services identified in this agreement are required to meet student needs. As a member district of ISD 916 we purchase services for low incident related service provider staffing including deaf and hard of hearing, occupational therapy, blind visually impaired, captionist, and physical/health impaired services. This is an annual agreement with ISD 916 based on the projected staffing needs in these required low incident licensure areas.

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

REQUESTED BY: Paul Lee, Director of Student Support Services **DATE:** 7/19/21

DESCRIPTION OF REQUEST

Agreement To Provide Special Education and Related Staffing - Northeast Metro 916. Based on the IEP identified needs of students with disabilities and district staffing models the services identified in this agreement are required to meet student needs. As a member district of ISD 916 we purchase services for low incident related service provider staffing including deaf and hard of hearing, occupational therapy, blind visually impaired, captionist, and physical/health impaired services. This is an annual agreement with ISD 916 based on the projected staffing needs in these required low incident licensure areas.

FINANCIAL IMPACT

Budget(s) Impacted: Estimated \$374,000 Special education budget (740)

Is This a One-Time Expenditure?

- ☐ Yes, once implemented there will be no ongoing costs
- ☐ No, it will need to be funded indefinitely

X No, it will need to be funded for Fiscal Years 2021-2022 as long as the numbers support the need.

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

X Yes List Source(s): State Special Education Funding

☐ No

PROGRESS MONITORING

The number of students and low incident staffing services required by students is gathered and reviewed in February of each school year.



Agenda Item VIII.F.
Date Prepared: July 26, 2021
ISD 834 Board Meeting

Agenda Item: Contract for Services with Accurate Health Care for one-to-one Services
Meeting Date: August 12, 2021
Contact Person: Mr. Paul Lee, Director of Student Support Services

Background:

Contract for Services with Accurate Health Care for one-to-one nursing services. Based on the IEP identified one-on-one nursing needs of student(s) with complex medical conditions the services identified in this agreement are required to meet the educational needs of student(s).

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

REQUESTED BY: Paul Lee, Director of Student Support Services **DATE:** 7/19/2021

DESCRIPTION OF REQUEST

Contract for Services with Accurate Health Care for one-to-one nursing services. Based on the IEP identified one-on-one nursing needs of student(s) with complex medical conditions the services identified in this agreement are required to meet the educational needs of student(s).

FINANCIAL IMPACT

Budget(s) Impacted: \$54,681 Special education budget (740)

Is This a One-Time Expenditure?

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

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

☒ **No**, it will need to be funded for Fiscal Years 2021-2022 based on IEP determined need.

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

☒ **Yes** List Source(s): **MA Billing Revenue**
Amount: \$11,084. - Estimate

☐ **No**

PROGRESS MONITORING

Student need and progress is reviewed and reported twice a year at same time as general education grade reports are completed (end of each semester).



Agenda Item VIII. G.
Date Prepared: July 27, 2021
ISD 834 Board Meeting

Consent Agenda Item: Wold Architects and Engineers - Professional Services

Meeting Date: August 12, 2021

Contact Person: Mark Drommerhausen, Director of Operations

Background: Wold Architects and Engineers have provided a proposal for architectural and engineering services for the upcoming 2022 District Wide Long Term Facilities Maintenance projects. The projects will replace facility finishes, mechanical systems, and plumbing fixtures. Wold Architects and Engineers will create bidding specifications and drawings, approve submittals, issue change orders, certify payments and monitor construction progress. Reimbursable expenses and engineering design will be in additional costs to the proposed.

Location(s): District Wide

Project Name: Wold Architects and Engineers – Professional Services

Fund: Long Term Facility Maintenance

Fund Description: Professional Services for FY22/FY23 District Wide Renovations

Item: Architectural and Engineering Services

Amount: \$393,280.00

Recommendation:

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

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

EXPENDITURE APPROVAL FORM FY22 and FY23

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 **DATE:** 7/27/2021

DESCRIPTION OF REQUEST

Wold Architects and Engineers have provided a proposal for architectural and engineering services for the upcoming summers FY22/FY23 Long Term Facilities Maintenance projects. The projects will replace facility finishes, mechanical systems, and plumbing fixtures. Wold Architects and Engineers will create bidding specifications and drawings, approve submittals, issue change orders, certify payments and monitor construction progress. Reimbursable expenses and engineering design will be in additional costs to the proposed.

FINANCIAL IMPACT

\$ 393,280.00 (proposed) plus additional reimbursable expenses and engineering design.

Budget(s) Impacted: \$393,280.00 currently approved under long-term facility maintenance revenue.

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

☐ **No**

PROGRESS MONITORING

Create bidding documents for late 2021. Complete 2022 summer construction prior to the start of the 2022-2023 school year.



July 27, 2021

Dr. John Thein
Director of Finance
Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, Minnesota 55082

Re: Independent School District #834
District Wide Summer 2022 LTFM
Commission No. 9999

Dear John:

We are pleased to be able to quote a fixed fee for the long term facility maintenance work that will be done District-wide. As in the past, our fee is based on a fixed percentage of the construction budget, plus ½ of the contingency. Project soft costs are budgeted at 20% of construction, and include A/E design fees, contingency, commissioning, testing, permits, printing costs, etc. Reimbursable expenses will be billed at actual rate as they are incurred.

Our fees are based upon the discussion at our meeting on July 23, 2021, where we identified projects that would be undertaken by the Design Team or by the Owner. From that conversation, \$6,139,000 was identified for the Design Team as a project cost for design work to be completed over the summer of 2022. Our fee calculation is as follows:

<u>Fee Calculation:</u>	<u>Project Costs</u>
Total Construction Cost	\$ 5,115,833
Contingency (5%)	\$ 255,792
Mechanical Testing (5%)	\$ 255,792
<u>Project Soft Costs (10%)</u>	<u>\$ 511,583</u>
Total Project Budget	\$ 6,139,000
Fee Basis	
\$5,115,833 + ½ Contingency (\$127,896)	\$ 6,394,479
	x 7.5%
Calculated Fee	\$ 393,280

If additional scope and funds are added to the project beyond the \$6,139,000 identified above, we will revise our fees accordingly based on this fee structure.

We anticipate the following schedule, such that the project will be constructed over the summer of 2022, and will be fully complete for the start of the 2022-23 school year. Some items will still need strategizing, such as the approach for construction scheduling, and we will keep the District up to date as we learn more together.

Schematic Design/Field Verification	August-September 2021
Design Development:	October 2021
Contract Documents:	November-December 2021
Bidding:	January 2022
Substantial Completion (anticipated):	Late August 2022

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**



Per our Master Contract with the School District, please sign this letter below. We will take that as our written authorization to proceed with this work.

We look forward to our continuing work with the District.

Please contact me if you have any questions.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "V. Peterson", with a long horizontal flourish extending to the right.

Valerie Peterson | AIA, LEED AP
Associate

Dr. John Thein
Director of Finance
Stillwater Area Public Schools

Enclosure

cc: Anthony Willger, ISD #834
Gary Zifko, KA
Michael Klass, Wold
Paul Aplikowski, Wold
Accounting

TD/Promo/ISD_834/crsp/jul21



**Consent Agenda: Item VIII.H.
Date Prepared: August 12, 2021
ISD 834 Board Meeting**

Agenda Item: Repair and Replacement of Interactive Displays

Meeting Date: August 12, 2021

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

Background

Requesting funds that will be approximately \$50,000-\$250,000 for repair and replacement of interactive displays and classroom technology.

Location(s): District-Wide

Project Name: Repair and Replacement of Interactive Displays

Fund: Technology, Capital

Recommendation:

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



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: John Perry **DATE:** 07/27/2021

DESCRIPTION OF REQUEST

Repair and replacement of interactive classroom displays.

FINANCIAL IMPACT

\$50,000 - \$250,000

Budget(s) Impacted:

Is This a One-Time Expenditure?

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

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

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

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

☐ **Yes** List Source(s):

☒ **No** Technology Operating Capital

PROGRESS MONITORING



Interactive displays are purchased when classroom projectors are no longer serviceable, or when classrooms go through a construction phase that alters the teaching wall and/or projection surface(s). Displays are purchased through a competitive request for quotes (RFQ) process. These quotes are often updated multiple times throughout the year. These costs are expected to exceed \$50K, however total costs for the year are unknown. Cost will not exceed budgeted operating capital.

PROPOSAL

Stillwater Public Schools 20 Displays Summer 2021

ISD-834-MNSW-Stillwater

523 Marsh St.
Stillwater, MN 55082

Project #: PJ4761
Revision: 0
Modified: 6/29/2021



Presented By:

Affinitech Inc.

1264 Park Road
Chanhassen, MN 55317 United States
(952) 697-2100
<http://affinitechinc.com/>



SCOPE OF WORK

Affinitech proposes the following:

Scope:

Affinitech will drop ship (20) 75" Viewsonic inter-active displays, Wi-Fi modules, and Carts / Stands. We will ship any four, or more displays to any one location free freight, this includes the liftgate. These come with an additional two year warranty for a total of five years.

Classroom			
Qty.	Description	Unit Price	Total Price
20	ViewSonic IFP-EW-70-02 70" - 79" Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$0.02	\$0.40
20	ViewSonic IFP7550-E2 ViewBoard IFP7550-E2 bundle includes the following items: - ViewBoard IFP7550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - VB-STND-001 Mobile trolley cart	\$2,869.32	\$57,386.40
Equipment:			\$57,386.80
Labor:			\$0.00
Classroom Total			\$57,386.80

CONTRACT TERMS

Contract Terms

The following terms and conditions shall apply to each order for products and services of Affinitech Inc. and shall constitute the entire agreement between the parties. The terms and conditions may not be varied, and no modification or addition shall be of any force or effect unless specifically accepted by Affinitech Inc. in writing. Acceptance of orders which contain additional or different conditions of purchase printed on the order or other form shall not be binding upon Affinitech Inc. unless specifically agreed to in writing by an authorized representative of Affinitech Inc. If any conflict exists between the terms and conditions as set forth herein, and those terms and conditions as contained on Buyer's purchase order, acceptance or other order form, THESE TERMS AND CONDITIONS SHALL SUPERSEDE AND GOVERN.

- 1. Pricing

Upon Affinitech Inc.'s acceptance of a written purchase order, Affinitech Inc. will supply products and/or services at the price stated in Affinitech Inc.'s quotation, or if no quotation exists, then in Affinitech Inc.'s price list, if any. Affinitech Inc. reserves the right to revise prices if Buyer has not placed an order for products or services subject to any quotation given to Buyer within thirty (30) days of the date on the quotation. In all other cases, Affinitech Inc. reserves the right to revise prices at any time [upon at least thirty (30) days' notice] or [without notice] prior to the date of shipment of products. Buyer shall pay any extra costs reasonably and necessarily incurred by Affinitech Inc. as a result of any changes or modifications to specifications requested by Buyer.

- 2. Cancellation

Buyer may not cancel or revise any order accepted by Affinitech Inc. without prior written consent of Affinitech Inc. All awarded projects that are canceled are subject to a 20% cancellation fee in addition to any already incurred cost by Affinitech Inc. and is due within 30 days of the cancellation.

- 3. Payment

Payment terms are listed below the signature line of this proposal, **all payments are Net 30** unless otherwise stated in this proposal. **Credit card transactions are subject to a 3.5% processing fee, the applicable fees are not included in this proposal.** Affinitech Inc. reserves the right, however, to modify the credit terms hereunder or to require payment in advance or C.O.D. when deemed advisable by Affinitech Inc., at its sole discretion.

- 4. Late Payment

Affinitech Inc. reserves the right to charge Buyer interest at 1.5% per month or the maximum legal rate, whichever is less, for any payments more than thirty (30) days overdue. Buyer shall also pay collection costs or court costs plus reasonable attorneys' fees if its account is referred to a collection agency or attorney for collection.

- 5. Taxes

In addition to the stated purchase price, Buyer will pay any tax imposed by any federal, state or other governmental authority on the sale of the products and/or services in states where Affinitech Inc. is not required to remit tax.

- 6. Delivery/Shipping

Shipping is not included and is billed as it is incurred.

Any delivery schedule which Affinitech Inc. may provide to Buyer represents a good faith estimate of delivery dates and shall not bind Affinitech Inc. to anything more than its reasonable efforts to meet such estimates. Affinitech Inc. will not be liable for any loss or expense (consequential or otherwise) incurred by Buyer as a result of any delay in delivery. Any requests from Buyer for expedited freight will be billed as a change order.

- 7. Work Delay

All work is to be completed on an agreed upon schedule. Any excessive labor cost incurred by Affinitech Inc. due to work site delays beyond the control of Affinitech Inc. will be billed as a change order.

- 8. Indemnification

Buyer agrees to comply with all applicable federal, state and local laws, rules and regulations and to indemnify and save harmless Affinitech Inc. for and from any and all liabilities, expenses, costs and damages which Affinitech Inc. may incur or suffer as the result of Buyer's failure or omission to do so. Buyer shall also indemnify and hold Affinitech Inc. harmless for any and all liabilities, costs and damages which Affinitech Inc. may incur or suffer as a result of Buyer's failure to comply with the terms and conditions stated herein.

- 9. Confidentiality

Affinitech Inc. agrees not to disclose to any third parties information regarding Buyer or its business or its customers, or use such information for any purpose other than performing Buyer's order, without written approval of Buyer.

- 10. Independent Contractor

Affinitech Inc. shall at all times act in its own capacity and right as an independent contractor, and nothing contained herein shall be construed to make Affinitech Inc. an agent or partner of Buyer.

- 11. Terms

These terms shall continue to be effective until all obligations hereunder or any agreement formed pursuant to any quotation given to Buyer have been performed. Either party shall, however, have the right to terminate any such agreement at any time without cause upon thirty (30) days' written notice to the other.

-12. Warranty

Products sold by Affinitech Inc. carry their respective manufacturer's warranty. Any installation performed by Affinitech or one of its sub-contractors is warrantied to be free of workmanship defects for one year. Defects do not include variations in programming or installation that varies from the original scope.

SUMMARY

Total Installation Price:

\$57,386.80

Grand Total:

\$57,386.80

Taxes and Shipping not included in Total

Client: Shae Greene

Date

Contractor: Affinitech Inc.

Date

Payment Schedule

Amount

Due Date

50% Downpayment Upon Signature

\$28,693.40

25% Upon Labor Commencement

\$14,346.70

25% Upon Completion

\$14,346.70

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

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Cook, Teresa	Resignation	Paraprofessional 6.5 hrs/day Oak-Land Middle School	SCPA	August 2, 2021
Erban, Caley	Resignation	1.0 FTE Speech Pathologist Brookview Elementary	SCEA	June 29, 2021
Heying, Tara	Resignation	Secretary - Instructional Support Services, 7.5 hrs/day Central Services	Tech Support	August 13, 2021
Holman, Barbara	Retirement (15 years)	Paraprofessional 26.0 hrs/week Early Childhood Family Center	SCPA	August 15, 2021
Junko, Mary	Resigned	Paraprofessional 6.25 hrs/day Lily Lake Elementary	SCPA	July 15, 2021
Paulson, Karen	Retirement (8 years)	Paraprofessional 6.50 hrs/day Rutherford Elementary	SCPA	August 2, 2021
Tacheny, Jacqueline	Resigned	Paraprofessional 7.0 hrs/day Lake Elmo Elementary	SCPA	August 23, 2021
Teillard-Cui, Amelia	Resigned	Paraprofessional 5.9 hrs/day Stillwater Area High School	SCPA	August 23, 2021
Tilmon, Roxanne	Resigned	Cafeteria 4.0 hrs/day Mahtomedi High School	Cafeteria	July 9, 2021

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Balfanz, Ryan	Community Education Casual District Wide	\$14.50 / hour	Casual	Casual	July 15, 2021
Caslow, Amy (rehire)	.8 FTE ASL Teacher Stillwater Area High School	\$49,282	2021-2022 Staffing	SCEA	August 23, 2021
Denny, Matthew	1.0 FTE Elementary Education Teacher Brookview Elementary	\$57,654	2021-2022 Staffing	SCEA	August 17, 2021
Drexler Booth, Caleb	Director of Teaching & Learning Central Services	\$145,730	Replacement	Directors	August 4, 2021
Fehlen, Douglas	1.0 FTE Kindergarten Teacher Brookview Elementary	\$54,997	Replacement	SCEA	August 17, 2021
Flug, Joelle	1.0 FTE Elementary Education Teacher Andersen Elementary	\$54,997	2021-2022 Staffing	SCEA	August 17, 2021
Germain, Chloe	Cafeteria 4.0 hrs/day Stillwater Area High School	\$15.97 / hour	Replacement	Cafeteria	August 18, 2021
Giardino, Ann	Supervisor - Student Support Services Oak Park	\$87,534	Replacement	CSS	July 19, 2021
Hirsch, Brittany	1.0 FTE Elementary Education Teacher Lake Elmo Elementary	\$76,364	2021-2022 Staffing	SCEA	August 17, 2021
Hymes, Jennifer	.4 FTE Science Teacher Stillwater Area High School	\$63,303	2021-2022 Staffing	SCEA	August 17, 2021
Jansen, Jamie	.75 FTE Preschool Teacher Early Childhood Family Center	\$52,476	2021-2022 Staffing	SCEA	August 17, 2021
Johnson, Melissa	1.0 FTE Science Teacher Oak-Land Middle School	\$77,919	2021-2022 Staffing	SCEA	August 17, 2021
Lagus, Kate-Lyn	1.0 FTE Elementary Education Teacher Lily Lake Elementary	\$45,565	2021-2022 Staffing	SCEA	August 17, 2021
Lakeberg, Ashley	1.0 FTE Elementary Education Teacher Lake Elmo Elementary	\$76,364	2021-2022 Staffing	SCEA	August 17, 2021
Laning, Madison	1.0 FTE English Teacher Oak-Land Middle School	\$63,303	2021-2022 Staffing	SCEA	August 17, 2021
Lau, Brady	Community Education Casual District Wide	\$12.50 / hour	Casual	Casual	July 15, 2021
Noak, Marissa	1.0 FTE Speech Pathologist Brookview Elementary	\$76,364	Replacement	SCEA	August 17, 2021
Ostlund, Emma	1.0 FTE English Teacher Stillwater Middle School	\$45,565	2021-2022 Staffing	SCEA	August 17, 2021
Perez, Daniela	1.0 FTE Elementary Education Teacher Lake Elmo Elementary	30 \$76,364	2021-2022 Staffing	SCEA	August 17, 2021

Price, Heather	Paraprofessional ESY Summer Program District Wide	\$16.12 / hour	Casual	Casual	July 12, 2021-July 29, 2021
Rohde, Jason	1.0 FTE Art Teacher Stillwater Middle & Stillwater Area High School	\$77,919	2021-2022 Staffing	SCEA	August 17, 2021
Roti, Bruno	Community Education Casual District Wide	\$12.50 / hour	Casual	Casual	July 15, 2021
Stolber, Amy	Cafeteria 4.0 hrs/day Stillwater Middle & Stillwater Area High School	\$15.97 / hour	Replacement	Cafeteria	August 16, 2021
Wegner, Garrett	.8 FTE English Teacher Stillwater Area High School	\$54,997	2021-2022 Staffing	SCEA	August 17, 2021
Wells, Rebecca	1.0 FTE Special Education Teacher Oak-Land Middle School	\$76,364	2021-2022 Staffing	SCEA	August 17, 2021

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Colwell, Patricia	Paraprofessional 4.45 hrs/day Stillwater Area High School	Paraprofessional 5.20 hrs/day Stillwater Area High School	2021-2022 Staffing	SCPA	2021-2022 School Year
Manning, Robert	1.0 FTE Pathways Stillwater Area High School	1.13 FTE Pathways Stillwater Area High School	2021-2022 Staffing	SCEA	August 23, 2021
Mazzara, Rebecca	.6 FTE ASL Teacher Stillwater Area High School	1.0 FTE ASL Teacher Stillwater Area High School	2021-2022 Staffing	SCEA	August 23, 2021
Schraut, Sherry	Paraprofessional 6.0 hrs/day Rutherford Elementary	Community Education Assistant 4.0 hrs/day Early Childhood Family Center	2021-2022 Staffing	Leads & Assistants	September 7, 2021
Steil, Rachel	1.0 FTE Pathways & English Teacher Stillwater Area High School	1.13 FTE Pathways & English Teacher Stillwater Area High School	2021-2022 Staffing	SCEA	August 23, 2021
Welsch-Click, Colleen	Paraprofessional 2.86 hrs/day Andersen Elementary	Paraprofessional 5.86 hrs/day Andersen Elementary	Replacement	SCPA	August 23, 2021

ADDITIONAL ASSIGNMENTS

NAME	ASSIGNMENT	REASON	GROUP	EFFECTIVE DATE
Warner, Kimberly	Paraprofessional 2.0 hrs/day Stonebridge Elementary	2021-2022 Staffing	SCPA	August 23, 2021



Agenda Item: IX. A.
Date Prepared: August 6, 2021
ISD 834 Board Meeting

Agenda Item: Back to School Update
Meeting Date: August 12, 2021
Contact Person: Interim Superintendent Malinda Lansfeldt

Background:

Administration will present information on the first day of school for the 2021-2022 school year and provide an update for back to school planning.

No Action required.

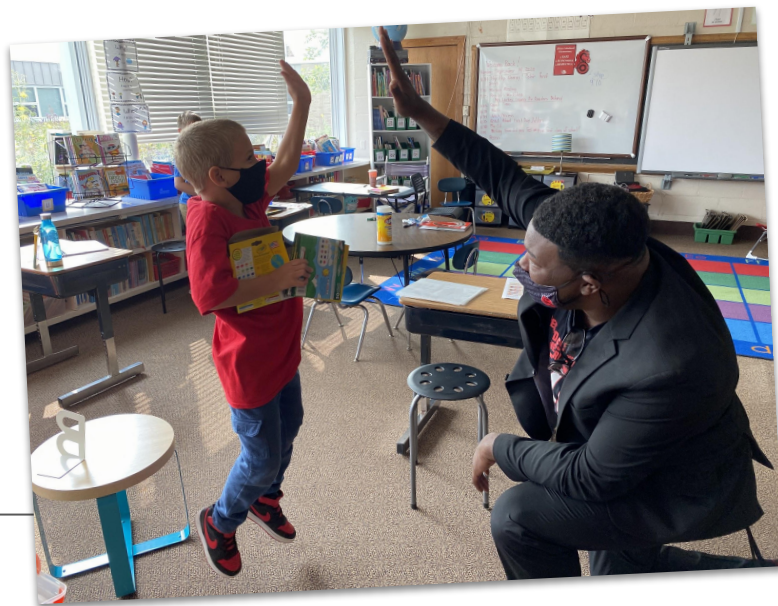


Back To School Update 2021-2022

School Board Meeting
August 12, 2021

Back To School Dates

- **Monday, Aug. 30:** First day of school grades 6 and 9
- **Aug. 30 - Sept. 2:** Ready, Set, Go Conferences K-5
- **Tuesday, Aug. 31:**
First day of school grades 7-8, 10-12
- **Tuesday, Sept. 7:**
First day of school grades preK-5



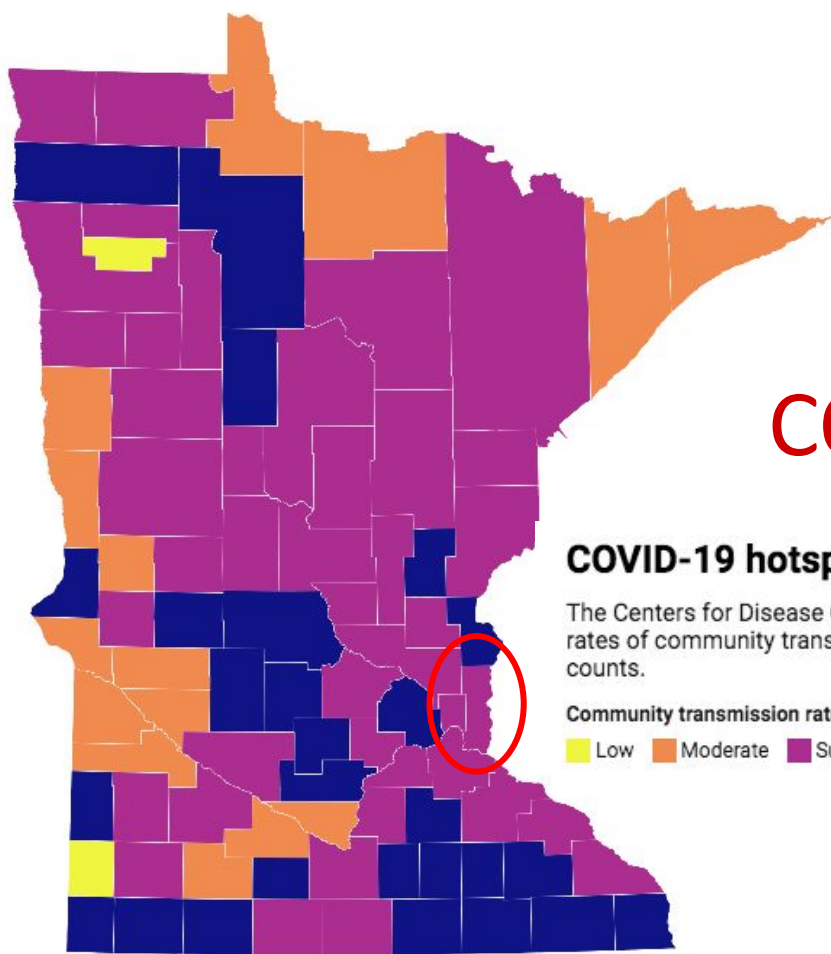
COVID-19 Update

COVID-19 hotspots: Where masks are recommended

The Centers for Disease Control and Prevention are recommending masks in counties with substantial and high rates of community transmission. Click on a county for more details about recent and total coronavirus cases counts.

Community transmission rate

Low Moderate Substantial High

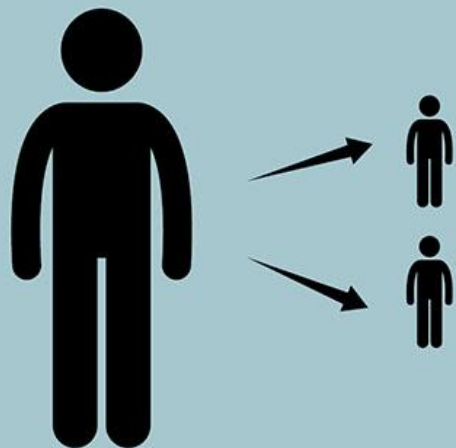


Updated Aug. 9.

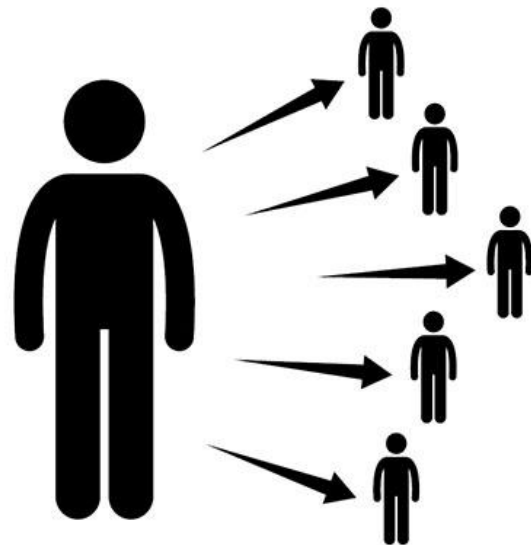
Map: Christopher Magan • Source: Minnesota Department of Health • [Get the data](#) • Created with [Datawrapper](#)

The Delta variant is more contagious than previous strains—it may cause more than **2x** as many infections

ORIGINAL COVID-19 STRAIN



DELTA VARIANT



Masking



Masks are required for all individuals on school buses

Administration Recommendation

Universal indoor masking will be required for all people in the school setting (preK-8) regardless of vaccination status - effective Monday, August 30

- Exemption for medical health condition, disability, mental health, developmental or behavioral needs
- Board action at special session on August 19

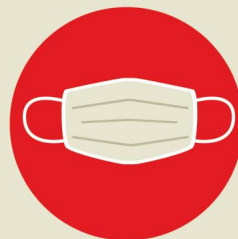
Safety Measures

- Handwashing/hand sanitizing stations
- Masking required
- Physical distancing, when possible
- Daily cleaning
- Increased ventilation
- No visitors or field trips K-5 (first semester)

How will we keep students and staff safe?



Hand Hygiene



Face Coverings



Physical Distancing
as possible



Daily Cleaning



Fresh air



Limited Visitors

Handling Positive COVID Cases



Stay Home!

Individuals who test positive for COVID-19 must stay home for 10 days

Call The School

Families should notify the school of all confirmed cases of COVID-19. (Report to the Nurse's Office)



Report To State

The district is required to report all confirmed cases of COVID-19 to the Minnesota Department of Health

Notify Families

Families will be notified of positive cases within the classroom/program and/or school community

Wear A Mask = No Quarantine!

If close contacts were wearing a mask they
DO NOT need to quarantine

Close contacts may self-quarantine, consider testing, monitor closely for symptoms, stay home if sick

Online Learning Grades K-5

- Provisional license approved from MDE to offer online learning (Aug. 10)
- Designed for students not yet eligible for vaccination
- **Registered students = 144**
- One class per grade level
- Classes will include students and teachers from across district



Online Learning Grades 6-12

- Principals will contact each family who expressed interest to discuss options
- We will partner with approved online providers to meet the needs of students



Online Learning Staffing Needs

Funding request for semester 1 only

Position(s)	Estimated FTE	Estimated Cost
Elementary Teachers	4 FTE <i>(semester 1)</i>	\$250,000

Funding Source

- Reduced 2 sections to reallocate towards online learning
- COVID-19 Relief:
 - ESSER II
 - CARES III



VAX TO SCHOOL

So our kids can be kids again.

In-person learning is critical to a child's well-being and academic success.
Get your kids vaccinated now so they will be fully protected before school starts.

Minnesotans 12 years of age and older are eligible.



No shot yet? Get your first dose of COVID vaccine by Aug. 15 and score \$100 from the state

Transportation

- Bus driver shortage may result in delays getting students to and from school, especially in the first few weeks of the school year



FREE MEALS

FOR ALL
STUDENTS



Sign-Up For Educational Benefits (it's more than free lunch!)

Benefits For Your Family

- Discount on college application fees and academic testing
- Free or reduced prices on meals
- Free or reduced costs for field trips
- Reduced fees to participate on sports teams or clubs
- Free or reduced costs to rent musical instruments, purchase equipment or purchase supplies
- Some companies will offer reduced fees on utilities like electricity and internet

Benefits For All Students

- Increased funding to ensure kids receive the support they need
- Increased funding to improve internet access, wireless and network services

stillwaterschools.org/freemeals



Stillwater
AREA PUBLIC SCHOOLS

We Need You!

- Bus drivers and monitors
- Before and after school care staff
- Cafeteria workers
- Custodians
- Nurses - RN and LPN
- Paraprofessionals
- Pony Activity Center assistants
- Substitute teachers and paras



Stillwater
AREA PUBLIC SCHOOLS

Stillwater Area Public Schools

There's a place for you here!

**Full-time, part-time,
substitute, temporary
and floating job
positions available**

- Before/after school care staff
- Bus drivers and monitors*
- Cafeteria workers
- Custodians
- Nurses - RN and LPN
- Paraprofessionals
- Pony Activity Center assistants
- Substitute paraprofessionals*
- Substitute teachers*

*Positions employed by Metropolitan
Transportation Network and Teachers on Call

To apply online visit:

**[Stillwaterschools.org/
careers](https://Stillwaterschools.org/careers)**



Stillwater
AREA PUBLIC SCHOOLS



Why work for Stillwater schools?

- **The kids!**
You'll have the opportunity to have a meaningful impact on the lives of students.
- **The staff!**
You'll be part of a team, bringing your own unique set of skills and talents to contribute to the overall success of our district.
- **The experience!**
Utilize your unique skills and grow your career – all while making a real difference for our kids, our schools and our communities.
- **Access to our Well@Work Clinic**
All SAPS employees get FREE diagnosis, treatment, and prescriptions for many conditions at our clinic located at the High School. Dependents can be seen if they're covered under our insurance.
- **Pay starting at \$12.53-\$20.77/hr.**

Questions: Contact Ashley Xiong 651-351-8319
or xionga@stillwaterschools.org

Questions



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

Agenda Item: Conflict of Interest Policy

Meeting Date: August 12, 2021

Contact Person: Dr. Jennifer Cherry, Assistant Superintendent

Summary:

The Policy Working Group has begun reviewing the 200 series district policies. Policy 210 and Policy 201.5 are titled Conflict of Interest and include similar content. Policy 210 is presented for review with minor format changes. Policy 201.5 is redundant and recommended to be revoked. Both policies are included for review:

- Policy 210 – Conflict of Interest.
- Policy 201.5 – Conflict of Interest

Recommendation:

Input is sought from the Board and community.

**SCHOOL BOARD**

Conflict of Interest	210	Adopted: 08-09-2018 Renumbered: 08-12-2021	2-Year

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. Under Minn. Stat. §471.87, a school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom. Such circumstances constitute a “statutory” conflict of interest, which cannot be cured by a board member abstaining from a vote.

B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member notwithstanding a statutory conflict of interest:

1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the minutes of the school board. Disclosure must be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and must only be made once;
2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
 4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
 - a. The school board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested school board member must file with the clerk of the school board an affidavit stating:
 - (1) The name of the school board member and the office held;
 - (2) An itemization of the goods or services furnished;
 - (3) The contract price;
 - (4) The reasonable value;
 - (5) The interest of the school board member in the contract; and
 - (6) That to the best of the school board member's knowledge and belief, the Contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
 5. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
 6. In addition to the statutory conflict of interest prohibited under Minn. Stat. §471.87, a school board member may not participate in a decision when he/she has a direct interest in the outcome of the proceedings. Such determination shall be made on a case-by-case basis. School board members must abstain from voting on a matter in which he/she has a direct conflict of interest.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting where all school board members are present, contract for employment with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee where there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting where all school board members are present, that employment must be immediately terminated and that school board member will have no further rights to employment while serving as a school board member in the school district.
- D. The school board may contract with a class of school district employees, such as teachers or custodians, where the spouse of a school board member is a member of the class of

employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. In order for the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting where the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

A. The school board can hire or dismiss teachers only at duly called meetings. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.

B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40(Teacher Hiring, Dismissal)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)
Minn. Stat. § 471.88, (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Conflict of Interest	210	Adopted: 08-09-2018 Renumbered: 08-12-2021	2-Year

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. Under Minn. Stat. §471.87, a school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom. Such circumstances constitute a “statutory” conflict of interest, which cannot be cured by a board member abstaining from a vote.

B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member notwithstanding a statutory conflict of interest:

1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the minutes of the school board. Disclosure must be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and must only be made once;

2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

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3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

a. The school board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.

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b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.

c. Before a claim is paid, the interested school board member must file with the clerk of the school board an affidavit stating:

- (1) The name of the school board member and the office held;
- (2) An itemization of the goods or services furnished;
- (3) The contract price;
- (4) The reasonable value;
- (5) The interest of the school board member in the contract; and
- (6) That to the best of the school board member's knowledge and belief, the

Contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

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6. In addition to the statutory conflict of interest prohibited under Minn. Stat. §471.87, a school board member may not participate in a decision when he/she has a direct interest in the outcome of the proceedings. Such determination shall be made on a case-by-case basis. School board members must abstain from voting on a matter in which he/she has a direct conflict of interest.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting where all school board members are present, contract for employment with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee where there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting where all school board members are present, that employment must be immediately terminated and that school board member will have no further rights to employment while serving as a school board member in the school district.

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D. The school board may contract with a class of school district employees, such as teachers or custodians, where the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. In order for the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member

spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting where the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board can hire or dismiss teachers only at duly called meetings. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

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V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40(Teacher Hiring, Dismissal)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)
Minn. Stat. § 471.88, (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)

BOARD GOVERNANCE PROCESS

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Conflict of Interest	201.5	Adopted: 08-26-2010 Revised: 08-11-2016 Renumbered: 3-11-21	Annually

1. Public office is a trust created by the confidence the electorate has in the integrity of local government officials for the common good and for the benefit of the people. Board members need to maintain and protect the public trust placed in them by the electorate of the school district. This is accomplished through policies that observe state statutes regarding conflicts of interests and conducting school district business in a manner designed to avoid any conflict of interest, or the appearance of impropriety.
 - 1.1. Common law conflicts of interest are those where a Board member has a direct interest in the outcome of a matter before the Board. The factors to consider in making a determination as to whether a common law conflict exists are:
 - 1.1.1. The nature of the decision being made;
 - 1.1.2. The nature of the financial/monetary interest;
 - 1.1.3. The number of Board members making the decision who are interested;
 - 1.1.4. The need, if any, to have interested persons make the decision; and
 - 1.1.5. The other means available, if any, such as the opportunity for review, that serve to ensure that the Board member(s) will not act arbitrarily to further their personal interests.
 - 1.2. Statutory conflicts of interest are those governed by Minnesota Statutes.
2. The Board shall avoid any conflict of interest or appearance thereof. Accordingly, a Board member with a common law conflict of interest shall abstain from deliberation and voting on any matter in which he/she has a disqualifying conflict of interest.
3. The Board may contract for goods and services in conformance with statutory conflict of interest laws.
 - 3.1. A Board member who is authorized to take part in any manner in making any sale, lease, or contract in official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.

- 3.2. The Board may, in the following circumstances, contract for goods or services where a Board member has a voluntary personal financial interest by unanimous vote:
- 3.2.1. In the designation of a bank or savings association in which the Board member is interested as an authorized depository for school district funds and as a source of borrowing, if such deposited funds are protected in accordance with chapter 118A. However, any Board member having such an interest shall disclose that interest and the disclosure shall be entered into the Board minutes. Disclosure must be made when such bank or savings association is first designated as a depository or as a source of borrowing, or when such Board member is elected, whichever is later, and such disclosure shall serve as notice of such interest and need not be made with each successive transaction.
 - 3.2.2. In the designation of an official newspaper, or publication of official matters therein, in which the Board member has interest when it is the only newspaper complying with statutory or charter requirements relating to the designation of publication.
 - 3.2.3. A contract with a cooperative association of which the Board member is a shareholder or stockholder but not an officer or manager.
 - 3.2.4. A contract for which competitive bids are not required by law if the following procedures are followed:
 - 3.2.4.1. The Board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as, or lower than, the price at which the commodity services could be obtained elsewhere.
 - 3.2.4.2. In case of an emergency when the contract cannot be authorized in advance, payment of the claims shall be authorized by a like resolution in which the facts of the emergency are also stated.
 - 3.2.4.3. Before a claim is paid, the interested Board member must file with the Board Clerk an affidavit stating:
 - 3.2.4.3.1. The name of the Board member and the office held;
 - 3.2.4.3.2. An itemization of the commodity or services furnished;
 - 3.2.4.3.3. The contract price;
 - 3.2.4.3.4. The reasonable value;
 - 3.2.4.3.5. The interest of the Board member in the contract; and
 - 3.2.4.3.6. That to the best of the Board member's knowledge and belief the contract price is as low as, or lower than, the price at which the commodity or services could be obtained from other sources.

- 3.2.5. A Board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- 3.2.6. As an exception, the Board may, by majority vote at a meeting where all Board members are present, contract for services with a Board member of the district in the following circumstance:
 - 3.2.6.1. A Board member may be newly employed or may continue to be employed by the district as an employee only if there is a reasonable expectation at the beginning of the fiscal year, or at the time the contract is entered into or extended, that the amount to be earned by that officer under that contract or employment relationship shall not exceed \$8,000 in that fiscal year. If the Board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all Board members are present, that employment is immediately terminated and that Board member has no further rights to employment while serving as a Board member in the district.
 - 3.2.6.2. The Board may contract with a class of school district employees such as teachers or custodians where the spouse of a Board member is a member of the class of employees contracting with the Board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. The Board must have a majority of disinterested Board members vote to approve the contract, direct the Board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting where the contract is approved.
- 3.2.7. The Board must hire or dismiss teachers at duly called meetings. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher shall be made or authorized except upon the unanimous vote of the full Board.
- 3.2.8. A teacher related by blood or marriage within the fourth degree, computed by civil law, to a Board member shall not be hired except by unanimous vote of the full Board.
- 4. A Board member with a personal financial interest in a sale, lease or contract with the school district which was entered into before the Board member took office and presents an actual or potential conflict of interest, must immediately notify the Board of such interest. The Board member must refrain from participating in any subsequent action relating to the sale, lease, or contract. At the time of renewal of such sale, lease, or contract, the Board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services described above, and if the procedures provided in this policy are followed.

5. The determination as to whether a conflict of interest exists is to be made by the Board. Any Board member who has an actual or potential conflict shall notify the Board of such conflict immediately. The Board member shall thereafter cooperate with the Board as necessary for the Board to make its determination.



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

Agenda Item: Post Issuance Debt Compliance Policy 731 - 2nd Reading

Meeting Date: August 12, 2021

Contact Person: Dr. Jennifer Cherry, Assistant Superintendent

Summary:

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

- Policy 731 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:

Board and community input is sought.

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.D.
Date Prepared: July 28, 2021
ISD 834 Board Meeting

Action Item: Renewal of District Memberships 2021-2022
Meeting Date: August 12, 2021
Contact Person: Board Chair Beverly Petrie

Background:

Member Organization

Membership Fee

MN School Boards Association (MSBA)

\$14,727.00

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

MN State High Schools League (MSHSL)

No Fee

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

Association of Metropolitan School Districts (AMSD)

\$11,328.00

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

Recommendation:

This is a report for information



Agenda Item IX.E.
Date Prepared: August 5 2021
ISD 834 Board Meeting

Agenda Item: Clinical Services Agreement for Physical Therapy Services
Meeting Date: August 12, 2021
Contact Person: Mr. Paul Lee, Director of Student Support Services

Background:

Clinical Services Agreement for Physical Therapist services. Based on the IEP identified physical therapy needs of students with disabilities and district staffing models the services identified in this agreement are required to meet student needs.

Recommendation:

This is a report for Information.



www.stillwaterschools.org

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

CLINICAL SERVICES AGREEMENT FOR THERAPY SERVICES (Allina Providing Services)

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

ARTICLE I TERM

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

ARTICLE II ALLINA DUTIES

2.1 Services. Beginning on the later of August 19, 2021 or the Signature Date (the “Effective Date”), Allina will assign individuals to provide, and will provide, the Services set forth in Exhibit 2.1 (the “Services”), attached hereto and incorporated herein. Individuals assigned by Allina may be modified at any time with the approval of Company. Company may object at any time to Allina’s assignment of any individual providing the Services pursuant to this Agreement, and if Company so objects, Allina will assign a replacement acceptable to Company. In providing the Services, Allina will comply with all applicable Company safety and security policies and procedures.

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

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

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

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

2.3 Quality of Services. Allina will ensure that the Services will be provided in a professional and workmanlike manner at least consistent with the accepted standard of care applicable to the Services. Allina will periodically confer with Company, in a manner determined by mutual agreement of the parties, on revisions to policies, procedures, or practices that would improve the quality of the Services provided by Allina.

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

ARTICLE III COMPANY DUTIES - PAYMENT

3.1 Payment. Company will make payment of the amount due under this Agreement to Allina in a timely manner in response to receipt of an invoice supported by adequate documentation. Company will pay Allina \$74.04 per hour. Minimum charge per week will be 70 hours for Physical Therapy service to the company. This will include travel time (between school and Courage Kenny Rehabilitation Institute), preparation, direct and consultation services, and documentation. The school will be billed for weekly therapy services for each week that school is open, regardless of student's attendance. Mileage will be reimbursed at current IRS rate for intra-school travel for contracts with more than one service site.

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

ARTICLE IV INDEMNIFICATION AND INSURANCE

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

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

4.3 Insurance. Allina will, at its sole expense, obtain and maintain in full force on behalf of each individual it assigns to provide the Services, professional liability insurance providing coverage against liabilities arising from the Services rendered by each individual under this Agreement in an amount of at least one million dollars (\$1,000,000) for each occurrence, with a per annum aggregate limitation of at least three million dollars (\$3,000,000). Allina will also, at its sole expense, maintain general liability insurance in an amount that is considered usual and customary for a business of its size and nature and will maintain workers' compensation insurance coverage on each individual it assigns to provide the Services, in the amount required by Minnesota law. Upon request, Allina will provide Company with evidence that the insurance required by this section is in effect.

ARTICLE V TERMINATION

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

- 5.1.1** By mutual written agreement of the parties at any time;
- 5.1.2** By either party for cause, which will be defined as a material default of this Agreement by a party that has not been cured within 10 days after notice of the default by the non-defaulting party specifying the nature of the default;
- 5.1.3** By either party effective immediately if the other party becomes insolvent, seeks protection under the federal bankruptcy law, becomes subject to liquidation or receivership proceeding, or is excluded from participation in federal health care programs or contracts with the federal government; or
- 5.1.4** By Allina without cause upon 30 days' notice.

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

ARTICLE VI REGULATORY REQUIREMENTS

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

6.2 Confidential Information.

6.2.1 Proprietary Data. The parties acknowledge that they may receive confidential and proprietary information and trade secrets concerning the other party and its business and professional activities ("Proprietary Data") throughout the term of this Agreement. Except as may be required for purposes of this Agreement, each parties agrees not to use for its own benefit or disclose to any third party the Proprietary Data of the other party without the other party's prior

consent, unless such disclosure is required by an order of a tribunal of competent jurisdiction in connection with a legal action. Without limiting the applicability of the foregoing, each party will also treat as Proprietary Data any information or materials specifically designated as such by the other party. In the event that this Agreement is terminated for any reason whatsoever, each party will immediately return or destroy all Proprietary Data of the other party and any analyses generated therefrom then in its possession and will destroy any electronic databases, or delete the appropriate portion thereof, that contain such information.

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

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

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

ARTICLE VII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.13 No Solicitation. School will refrain from recruiting and/or hiring any Provider while the Agreement is in effect. School agrees to notify Allina of its intent to hire any Provider who provided services under this Agreement through a 12-month period after the last day the individual provided services to the School. In the event that the School hires any Provider prior to the completion of the 12-month period after the last day such individual provided services to the School hereunder, the School agrees to pay Allina a fee equal to such Provider's first 3 month's salary with School at the time individual is hired.

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

Stillwater Area School District

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

By: _____

By: Scott Leighty

Print: _____

Print: Scott Leighty

Title: _____

Title: SVP Ops Rgl Hos/Clinical Services

Dated: _____

Dated: 7/27/2021

EXHIBIT 2.1

A. SCOPE OF WORK

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

Exhibit 3.2
SCHOOL OBLIGATIONS

1. The School is to provide an orientation to Therapist(s) and other Providers (as requested) regarding school setting and program; including relevant school/student policies, documentation guidelines, and other operating procedures as to ensure safety of both students and assigned Providers.
2. The School is responsible to monitor the compliance of Provider and its employees to school policies and documentation guidelines. Any significant incidence of noncompliance is to be reported to the School Contract Coordinator.
3. The School and Provider shall agree upon the provision of equipment, materials and supplies requested by the Therapist which are necessary for the provision of Services. Those items provided by the School shall be maintained by the School and remain the property of the School.
4. The School will provide and maintain space used by the Provider for the provision of Services.
5. The School shall maintain all official student records and is responsible for assuring compliance with regulations from the Therapist's respective state practice act and licensure board. The Provider is authorized to access the school record of students assigned or referred for Services. The Therapist may keep a working file of notes on a current student and is responsible for assuring official record information is forwarded to the school file this includes but is not limited to: parent consent to release information, physician orders, IEP and progress notes, student contact logs, assessment protocols and reports. Non- official working file information will be destroyed by the therapist when the client is discharged from service, it is no longer needed, or the contract ends.



Agenda Item X.A.
Date Prepared: August 5 2021
ISD 834 Board Meeting

Agenda Item: Clinical Services Agreement for Physical Therapy Services
Meeting Date: August 12, 2021
Contact Person: Mr. Paul Lee, Director of Student Support Services

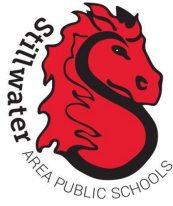
Background:

Clinical Services Agreement for Physical Therapist services. Based on the IEP identified physical therapy needs of students with disabilities and district staffing models the services identified in this agreement are required to meet student needs.

Recommendation:

A motion and a second to approve the Clinical Services Agreement for Physical Therapy Services will be requested.

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



Agenda Item: X.B.
Date Prepared: August 10, 2021

Agenda Item: Online Learning Recommendation
Meeting Date: August 12, 2021
Contact Person: Dr. Jennifer Cherry, Assistant Superintendent

Background:

Stillwater Area Public Schools assessed family interest for Online Learning during the 2021-2022 school year. A total of 144 elementary students have registered for online learning for the first semester.

Administration is recommending the school board approve the hiring of staff to support the K-5 online learning program. Funding for the online staffing would come from the ESSER II fund.

Recommendation:

A motion and a second to approve the hiring of staff to support the K-5 online learning program will be requested.

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



Agenda Item X.C.
Date Prepared: June 3, 2021
ISD 834 Board Meeting

Agenda Item: Approval of Investments Policy 705 Meeting Date:
August 12, 2021
Contact Person(s): Dr. Jennifer Cherry, Assistant Superintendent

Summary:

The Investments policy has been reviewed and revisions are proposed.

- Policy 705 - Investments

This policy is included for your review.

Recommendation:

A motion and a second to approve revised Policy 705 – Investments will be requested.

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

Non-Instructional Operations

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
INVESTMENTS	705		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 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. 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)

Non-Instructional Operations

INVESTMENTS	705	Revised	Review Cycle: 3 Year

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- 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 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.

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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.~~
- 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, Chapter 7, Education Funding Minnesota Legal Compliance Audit Guide](#)
[Prepared by the Office of the State Auditor](#)

RESULTS

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Investments	R 5.5	06-23-2011	Annual

1. The school district will comply with all state laws relating to investments and guarantees that investments meet certain primary criteria. This includes 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.
2. The funds of the school district shall be deposited or invested in accordance with this policy, Minn. Stat. Ch. 118A, 356A.06 and any other applicable law or written administrative procedures.
3. The primary criteria for the investment of the funds of the school district, in priority order, are as follows:
 - 3.1. Safety and Security
 - 3.1.1. 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.
 - 3.2. Liquidity
 - 3.2.1. The funds shall be invested to assure that funds are available to meet immediate payment requirements, including payroll, accounts payable, and debt service.
 - 3.3. Return and Yield
 - 3.3.1. 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.
4. The Assistant Superintendent for Business and Administrative Services 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.

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.
5. All officials and employees who are a part of the investment process shall act professionally and responsibly as custodians of the public trust and shall refrain from any conflicts of interest and/or 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.
6. 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 Post-employment Benefits (OPEB) trust or trust account established pursuant to Minn. Stat. § 471.6175 to pay post-employment 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.

7. 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 or OPEB and any unreserved funds used to provide financial-related managerial flexibility for future fiscal years.
8. The school district shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities.
 - 8.1. 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.
9. 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.
10. The school district shall maintain a list of the financial institutions that are approved for investment purposes.
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. The school district may make electronic fund transfers for investments of excess funds upon compliance with Minn. Stat. § 471.38.



Stillwater

AREA PUBLIC SCHOOLS

RESOLUTION ESTABLISHING COMBINED POLLING PLACES FOR MULTIPLE PRECINCTS AND DESIGNATING HOURS DURING WHICH THE POLLING PLACES WILL REMAIN OPEN FOR VOTING FOR SCHOOL DISTRICT ELECTIONS NOT HELD ON THE DAY OF A STATEWIDE ELECTION.

BE IT RESOLVED by the School Board of Independent School District 834, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.
2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. **Each combined polling place must be a polling place that has been designated by a county or municipality.** The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

****Note - West Lakeland has changed the polling location from Oak-Land Middle School, 820 Manning Avenue N, Lake Elmo MN to West Lakeland Town Hall, 959 Paris Ave Circle N, West Lakeland, MN 55082****

Municipal Precinct	Polling Location
Afton W1 P1, W2 P1, W3 P1, W4 P1, Denmark	Shepard of the Valley Lutheran Church, 14107 Hudson Rd, S, Afton
Bayport	Bayport City Hall, 294 3 rd St N, Bayport
Baytown	Baytown Community Building, 4020 McDonald Dr N, Stillwater
Grant	Woodbury Lutheran Oak Hill Campus, 9050 60 th St N, Stillwater
Hugo W3 P3A, Hugo W3 P3B	Rice Lake Centre, Hugo Public Works Bldg., 6900 137 th St N, Hugo
Lake Elmo P1, Lake Elmo P2	Lake Elmo City Hall, 3800 Laverne Ave N, Lake Elmo
Lakeland, Lakeland Shores, Lake St Croix Beach, St Mary's Point	Lakeland City Hall, 690 Quinnell Ave N, Lakeland
Marine on St. Croix	Marine on St Croix City Hall, 121 Judd St, Marine On St Croix
May Township & Scandia	May Town Hall, 13939 Norell Ave N, Marine
Oak Park Heights	Oak Park Heights City Hall, 14168 Oak Park Blvd N, Stillwater
Stillwater W1 P1	First United Methodist Church, 813 Myrtle St W, Stillwater
Stillwater W1 P2	St. Paul Lutheran Church, 605 5 th St S, Stillwater
Stillwater W2 P3	Ascension Episcopal Church 214 North 3 rd St, Stillwater
Stillwater W2 P4	Trinity Lutheran Church, 115 4 th St N, Stillwater
Stillwater W3 P5	Stillwater Readiness Center (Armory), 250 Mary Knoll Dr, Stillwater
Stillwater W4 P7	Our Saviors Lutheran Church, 1616 Olive St West, Stillwater
Stillwater W4 P8	Rutherford Elementary, 115 Rutherford Rd, Stillwater
Stillwater Township	Stillwater Town Hall, 13636 90 th St N, Stillwater
West Lakeland	West Lakeland Town Hall, 959 Paris Ave Circle N, West Lakeland, MN 55082
Woodbury P7, Woodbury P8, Woodbury P9A	Brookview Elementary, 11099 Brookview Rd, Woodbury

3. Pursuant to Minnesota Statutes, Section 205A.09, the polling place will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 a.m. and 8:00 p.m.
4. The clerk is directed to file a certified copy of this resolution with the county auditors for each of the counties in which the school district is located in whole or in part, within thirty (30) days after its adoption.
5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a nonforwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

Motion for the adoption of the foregoing resolution to approve the combined polling locations for 2021 by:_____.

Second by:_____

Vote:_____Ayes _____Nays

Signature:_____

Annie Porbeni, School Board Clerk

Date:_____



**Resolution Establishing The Procedure And Schedule
To Fill One School Board Vacancy By Appointment**

Board Member _____ moved the adoption of the following resolution:

WHEREAS, Board member Liz Weisberg resigned her office on the School Board effective July 22, 2021; and

WHEREAS, effective July 22, 2021, one vacancy exists on the School Board due to the resignation of Liz Weisberg; and

WHEREAS, the term of the vacant position expires on the first Monday in January, 2023; and

WHEREAS, Minnesota Statutes section 123B.09, subdivision 5b requires that the vacant School Board position be filled by appointment by the School Board, which appointment will continue until an individual is qualified under Minnesota Statutes section 205A.10, subdivision 3, as the successful candidate in a special election conducted for the purpose of electing an individual to serve the unexpired portion of the term of the current vacancy.

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

1. The School Board hereby declares that a vacancy exists in the office of School Board member. The School Board will therefore appoint an individual to serve on the School Board until a successor is elected by special election to be held not later than the first Tuesday following the first Monday in November following the vacancy, unless otherwise dictated by statute.

2. The School District will place a statement on the School District's website announcing that a vacancy exists on the School Board and that individuals interested in being considered for appointment may submit an application, which will be available on the website on August 13, 2021.

3. The School Board authorizes the School Board's secretary to accept applications from individuals interested in appointment to the vacant School Board positions beginning on August 13, 2021 at noon and ending on August 18, 2021 at 3:00 p.m.

4. A special School Board meeting shall be held on August 19, 2021 to interview all eligible individuals who have submitted complete applications for the Board position, and the

Board will identify the applicants to recommend for appointment at the School Board's next regular meeting on August 26, 2021.

5. The appointment to the vacant position shall be made at the School Board's regular meeting on August 26, 2021 by resolution adopted by a simple majority vote of a quorum of the School Board and entered into the minutes. The appointments shall be effective on the 31st day following the School Board's resolution making the appointment, absent receipt of a valid petition rejecting the appointee in compliance with the requirements under Minnesota Statutes §123B.09, subd. 5b(b).

The motion for the foregoing resolution was seconded by:

The following voted in favor of the resolution:

The following voted against the resolution:

WHEREUPON said resolution was duly declared passed and adopted.

EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD
OF INDEPENDENT SCHOOL DISTRICT NO. 834
(STILLWATER AREA PUBLIC SCHOOLS)
STATE OF MINNESOTA

HELD: AUGUST 12, 2021

Pursuant to due call and notice thereof, a meeting of the School Board of Independent School District No. 834 (Stillwater Area Public Schools), State of Minnesota, was duly held in said school district on August 12, 2021, at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ moved the adoption of the following Resolution:

**RESOLUTION CALLING A SPECIAL ELECTION
TO FILL A SCHOOL BOARD VACANCY**

WHEREAS, a vacancy has occurred in the office of school board member with a term expiring January 2, 2023.

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

1. It is necessary for the school district to hold a special election to elect one (1) individual to fill the vacancy in the term of school board member expiring January 2, 2023.
2. Pursuant to the August 3, 2021, Order of the Washington County District Court in Court File No. 82-CV-21-3092, the period of filing Affidavits of Candidacy for the

special election to fill the board vacancy shall begin on August 11, 2021, and shall close at 5:00 p.m. on August 25, 2021. The clerk shall accept Affidavits of Candidacy for this office through 5:00 p.m. on August 25, 2021.

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

4. The special election is hereby called and directed to be held on Tuesday, November 2, 2021, between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m. This date is a uniform election date specified in Minnesota Statutes, Section 205A.05.

5. The school district's polling places and combined polling places designated for use in elections held in 2021, are hereby designated for use in this special election.

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

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

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said special election and to cause two sample ballots to be posted in the polling places and combined polling places on election day. The sample ballots shall not be printed on the same color paper as the official ballot.

The clerk is hereby authorized and directed to cause notice of said special election to be published in the official newspaper of the school district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election. The notice of special election so posted and published shall state the office to be filled as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place or authorized combined polling place.

The clerk is hereby authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in the polling places and combined polling places on election day.

8. The clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this special election and generally to cooperate with election authorities conducting other elections on that date.

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

[Form of Ballot on the Following Page]

Special Election Ballot

Independent School District No. 834
(Stillwater Area Public Schools)

November 2, 2021

Instructions to Voters:

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

Special Election
For School Board Member
to fill vacancy in term expiring January 2, 2023

Vote for One

☐

Name

☐

Name

☐

Name

☐

Name

☐

write-in, if any

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

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

11. The clerk is hereby authorized and directed to provide for testing of the optical scan voting system within fourteen (14) days prior to the election date. The clerk shall cause notice of the time and place of the test to be given at least two (2) days in advance by publishing the Notice of Testing once in the official newspaper and by causing the notice to be posted in the office of the County Auditor, the administrative offices of the school district, and the office of any other local election official conducting the test.

12. The clerk is hereby authorized and directed to cause notice of the location of the counting center or the place where the ballots will be counted to be published in the official newspaper at least once during the week preceding the week of the election and in the newspaper of widest circulation once on the day preceding the election, or once the week preceding the election if the newspaper is a weekly.

13. As required by Minnesota Statutes, Section 203B.121, the Board hereby establishes a ballot board to process, accept and reject absentee ballots at school district elections not held in conjunction with the state primary or state general election or that are conducted by a municipality on behalf of the school district and generally to carry out the duties of a ballot board as provided by Section 203B.121 and other applicable laws. The ballot board must consist of a sufficient number of election judges. The ballot board may include deputy county auditors and deputy city clerks who have received training in the processing and counting of absentee ballots. The clerk or the clerk's designee is hereby

authorized and directed to appoint the members of the ballot board. The clerk or the clerk's designee shall establish, maintain and update a roster of members appointed to and currently serving on the ballot board and shall report to the Board from time to time as to its status. Each member of the ballot board shall be paid reasonable compensation for services rendered during an election at the same rate as other election judges; provided, however, if a staff member is already being compensated for regular duties, additional compensation shall not be paid for ballot board duties performed during that staff member's duty day. Each member of the ballot board must be provided adequate training on the processing and counting of absentee ballots, including but not limited to instruction on accepting and rejecting absentee ballots, storage of absentee ballots, timelines and deadlines, the role of the ballot board, procedures for opening absentee ballot envelopes, procedures for counting absentee ballots, and procedures for reporting absentee ballot totals.

14. The clerk is hereby authorized and directed to begin assembling names of trained election judges to serve at the polling places and combined polling places during the special election. The election judges shall act as clerks of election, count the ballots cast and submit the results to the school board for canvass in the manner provided for other school district elections. The election must be canvassed between the third and the tenth day following the election.

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

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

_____. On a roll call vote, the following voted in favor:

and the following voted against:

[illegible]

WITNESS MY HAND officially as such clerk this _____ day of _____, 2021.

97

EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD
OF INDEPENDENT SCHOOL DISTRICT NO. 834
(STILLWATER AREA PUBLIC SCHOOLS)
STATE OF MINNESOTA

HELD: AUGUST 12, 2021

Pursuant to due call and notice thereof, a meeting of the School Board of Independent School District No. 834 (Stillwater Area Public Schools), State of Minnesota, was duly held in said school district on August 12, 2021, at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ moved the adoption of the following Resolution:

**RESOLUTION RELATING TO INCREASING THE GENERAL EDUCATION
REVENUE OF THE SCHOOL DISTRICT, APPROVING A NEW REFERENDUM
REVENUE AUTHORIZATION, APPROVING A NEW CAPITAL PROJECT LEVY
TO FUND TECHNOLOGY, CALLING AN ELECTION THEREON**

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

1. The Board hereby determines and declares that it is necessary and expedient for the school district to increase its general education revenue by \$1,697.55 per adjusted pupil unit. As provided by law, the ballot question must abbreviate the term "per adjusted pupil unit" as "per pupil." A portion of this proposed new authority would replace the existing referendum revenue authorization of \$1,307.55 per pupil which is scheduled to expire after taxes payable in 2021. The additional revenue will be used to finance school operations and the property tax portion thereof will require an estimated referendum tax rate of approximately 0.12718% of the referendum market value of the school district for taxes payable in 2022, the first year it is to be levied. The proposed referendum revenue authorization would increase each year by the rate of inflation and be applicable for ten (10) years unless otherwise revoked or reduced as provided by law. For this purpose, the rate of

inflation shall be the annual inflationary increase calculated under Minnesota Statutes, Section 126C.17, subdivision 2(b). The question on the approval of this referendum revenue authorization shall be School District Question 1 on the school district ballot at the special election held to approve said authorization.

2. The Board hereby determines and declares that it is also necessary and expedient for the school district to submit a capital project levy authorization for technology to the voters for their approval. The Capital Project Levy authorization will be in the amount of 3.83% times the net tax capacity of the school district. The proposed capital project levy will raise approximately \$4,700,000 for taxes payable in 2022, the first year it is to be levied, and would be authorized for ten (10) years. The estimated total cost of the projects to be funded by the approved capital project levy authorization during that time period is approximately \$47,000,000. The additional revenue from the proposed capital project levy authorization will provide funds for the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, improved technology equipment, networks, infrastructure, and the costs of technology related personnel and training. The question on the approval of the capital project levy authorization for technology shall be School District Question 2 on the school district ballot at the special election held to approve said authorization. The passage of School District Question 2 shall be contingent upon approval by the voters of School District Question 1.

3. The ballot questions specified above shall be submitted to the qualified voters of the school district at a special election, which is hereby called and directed to be held on Tuesday, November 2, 2021, between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m. This date is a uniform election date specified in Minnesota Statutes, Section 205A.05.

4. The school district's polling places and combined polling places designated for use in elections held in 2021, are hereby designated for use in this special election.

5. The clerk is hereby authorized and directed to cause written notice of said special election to be given to the county auditor of each county in which the school district is located, in whole or in part, and to the Commissioner of Education, at least seventy-four (74) days prior to the date of said election. The notice shall specify the date of said special election and the title and language for each ballot question to be voted on at said special election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

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

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said special election and to cause two sample ballots to be posted in the polling places and combined polling places on election day. The sample ballots shall not be printed on the same color paper as the official ballot.

The clerk is hereby authorized and directed to cause notice of said special election to be published in the official newspaper of the school district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election. The notice of election so posted and published shall state each question to be submitted to the voters as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is hereby authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in the polling places and combined polling places on election day.

7. The clerk is hereby authorized and directed to cause a notice of the election to be mailed to each taxpayer in the school district at least fifteen (15) but no more than forty-five (45) days prior to the date of the special election. The notice shall contain the required projections and the required statement specified in Minnesota Statutes, Section 126C.17, subdivision 9, paragraph (b). The clerk is also directed to cause a copy of this notice to be submitted to the Commissioner of Education and to the county auditor of each county in which the school district is located in whole or in part at least fifteen (15) days prior to the day of the election.

8. The clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this special election and generally to cooperate with election authorities conducting other elections on that date.

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

[Form of Ballot on the Following Page]

Special Election Ballot

Independent School District No. 834 (Stillwater Area Public Schools)

November 2, 2021

Instructions to Voters:

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

To vote for a question, fill in the oval next to the word "Yes" on that question.
To vote against a question, fill in the oval next to the word "No" on that question.

School District Question 1 Approval of School District Referendum Revenue Authorization

The board of Independent School District No. 834 (Stillwater Area Public Schools) has proposed to increase its general education revenue by \$1,697.55 per pupil. A portion of this proposed new authority would replace the existing referendum revenue authorization of \$1,307.55 per pupil which is scheduled to expire after taxes payable in 2021. The proposed referendum revenue authorization would increase each year by the rate of inflation and be applicable for ten years unless otherwise revoked or reduced as provided by law.

☐

Yes

Shall the increase in the revenue proposed by the board of Independent School District No. 834 be approved?

☐

No

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU
ARE VOTING FOR A PROPERTY TAX INCREASE.**

School District Question 2
Approving Capital Project
Levy Authorization to Fund Technology

The board of Independent School District No. 834 (Stillwater Area Public Schools) has proposed a capital project levy authorization in the amount of 3.83% times the net tax capacity of the school district. The proposed authorization will raise approximately \$4,700,000 for taxes payable in 2022, the first year it is to be levied, and would be authorized for ten (10) years. The estimated total cost of the projects to be funded by the proposed capital project levy authorization during that time period is approximately \$47,000,000. The additional revenue from the proposed capital project levy authorization will provide funds for the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, improved technology equipment, networks, infrastructure, and the costs of technology related personnel and training.

☐

Yes

If School District Question 1 is approved, shall the capital project levy proposed by the board of Independent School District No. 834 be approved?

☐

No

**BY VOTING "YES" ON THIS BALLOT QUESTION,
YOU ARE VOTING FOR A PROPERTY TAX INCREASE.**

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

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

11. The clerk is hereby authorized and directed to provide for testing of the optical scan voting system within fourteen (14) days prior to the election date. The clerk shall cause notice of the time and place of the test to be given at least two (2) days in advance by publishing the Notice of Testing once in the official newspaper and by causing the notice to be posted in the office of the County Auditor, the administrative offices of the school district, and the office of any other local election official conducting the test.

12. The clerk is hereby authorized and directed to cause notice of the location of the counting center or the place where the ballots will be counted to be published in the official newspaper at least once during the week preceding the week of the election and in the newspaper of widest circulation once on the day preceding the election, or once the week preceding the election if the newspaper is a weekly.

13. As required by Minnesota Statutes, Section 203B.121, the Board hereby establishes a ballot board to process, accept and reject absentee ballots at school district elections not held in conjunction with the state primary or state general election or that are conducted by a municipality on behalf of the school district and generally to carry out the duties of a ballot board as provided by Section 203B.121 and other applicable laws. The ballot board must consist of a sufficient number of election judges. The ballot board may include deputy county auditors and deputy city clerks who have received training in the processing and counting of absentee ballots. The clerk or the clerk's designee is hereby authorized and directed to appoint the members of the ballot board. The clerk or the clerk's designee shall establish, maintain and update a roster of members appointed to and currently

serving on the ballot board and shall report to the Board from time to time as to its status. Each member of the ballot board shall be paid reasonable compensation for services rendered during an election at the same rate as other election judges; provided, however, if a staff member is already being compensated for regular duties, additional compensation shall not be paid for ballot board duties performed during that staff member's duty day. Each member of the ballot board must be provided adequate training on the processing and counting of absentee ballots, including but not limited to instruction on accepting and rejecting absentee ballots, storage of absentee ballots, timelines and deadlines, the role of the ballot board, procedures for opening absentee ballot envelopes, procedures for counting absentee ballots, and procedures for reporting absentee ballot totals.

14. The clerk is hereby authorized and directed to begin assembling names of trained election judges to serve at the polling places and combined polling places during the special election. The election judges shall act as clerks of election, count the ballots cast and submit the results to the school board for canvass in the manner provided for other school district elections. The election must be canvassed between the third and the tenth day following the election.

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

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

_____. On a roll call vote, the following voted in favor:

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 834 (Stillwater Area Public Schools), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the school board of said school district duly called and held on the date therein indicated, so far as such minutes relate to the calling of a special election of said school district, and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this _____ day of _____, 2021.

Clerk



2021 Levy Ballot Recommendation

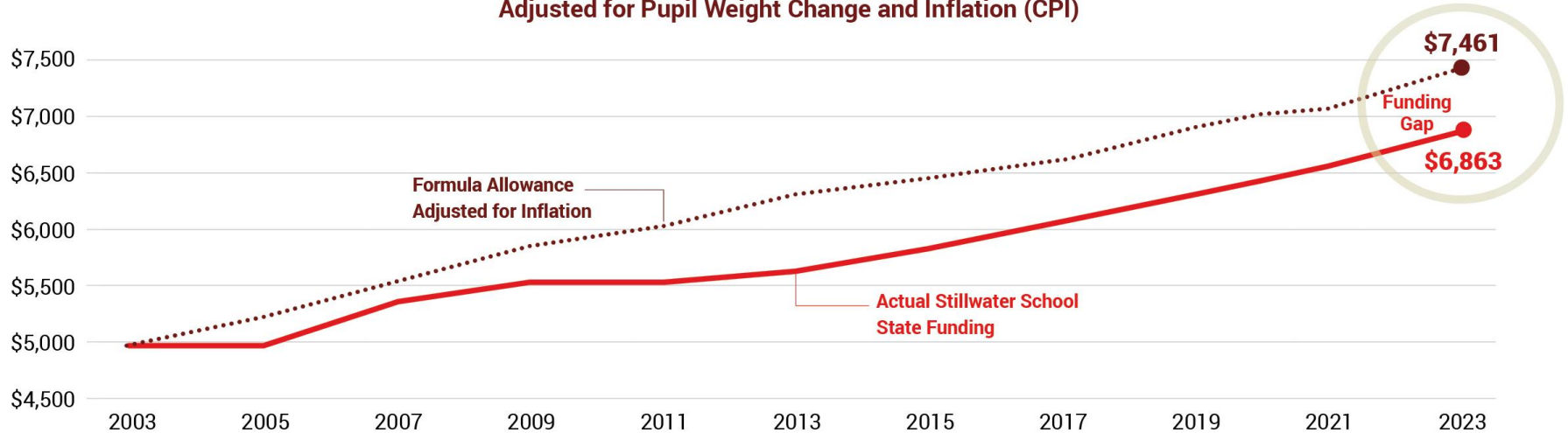
School Board Meeting - August 12, 2021

Funding Facts

- Expiring levy currently generates about \$12 million
- State funding hasn't kept pace with inflation or increasing costs
- We've cut our budget 3 times since levy was approved in 2013 - totaling \$7 million
- We lost 3% of our student enrollment in 2020-2021 due to COVID-19.
 - COVID's impact on enrollment is unknown

General Education Formula Allowance, 2003-2023

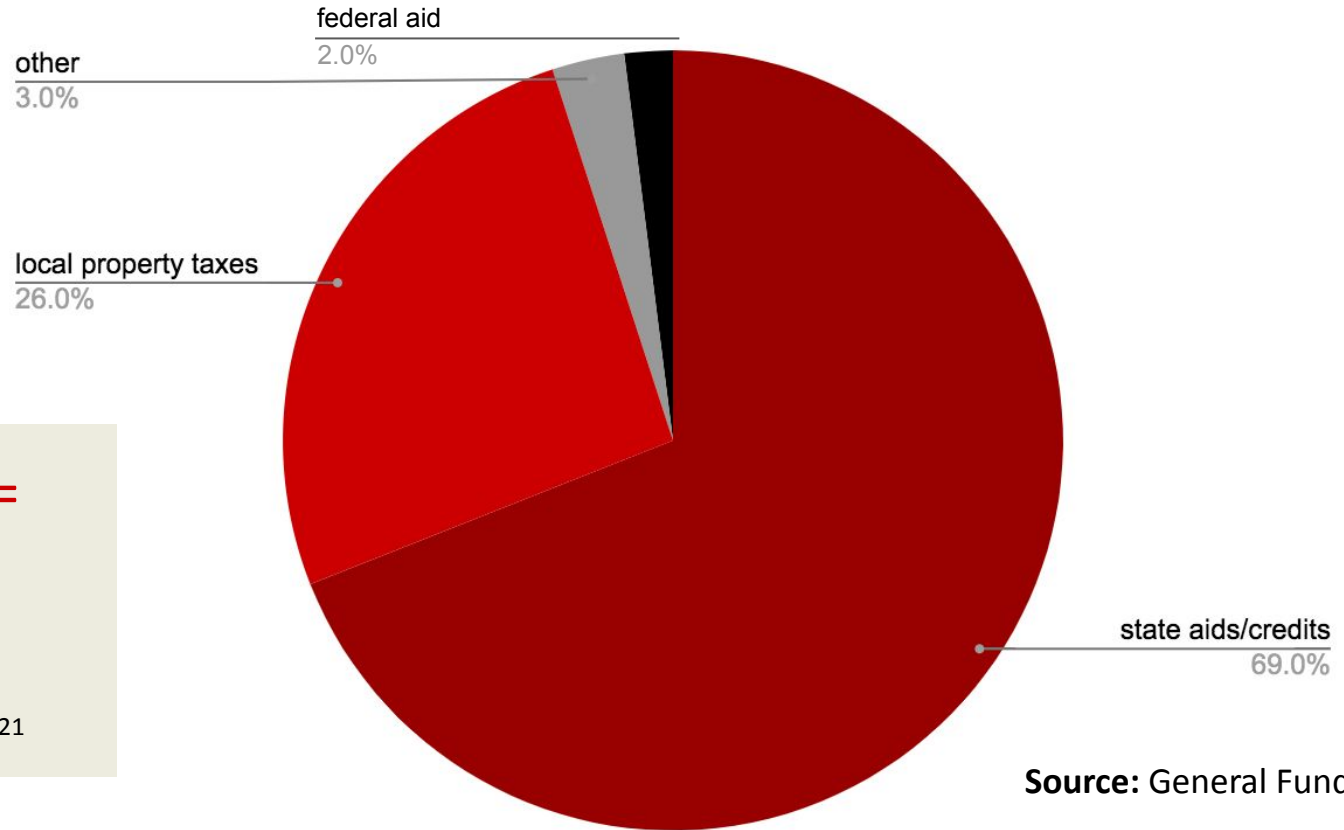
Adjusted for Pupil Weight Change and Inflation (CPI)



If state funding had kept up with inflation since 2003, our schools would receive \$500 more per student - for a total of \$4.2 million more this year.

Source: Minnesota Department of Education and the Association of Metropolitan School Districts 2021 Inflation estimates

Where Our Money Comes From



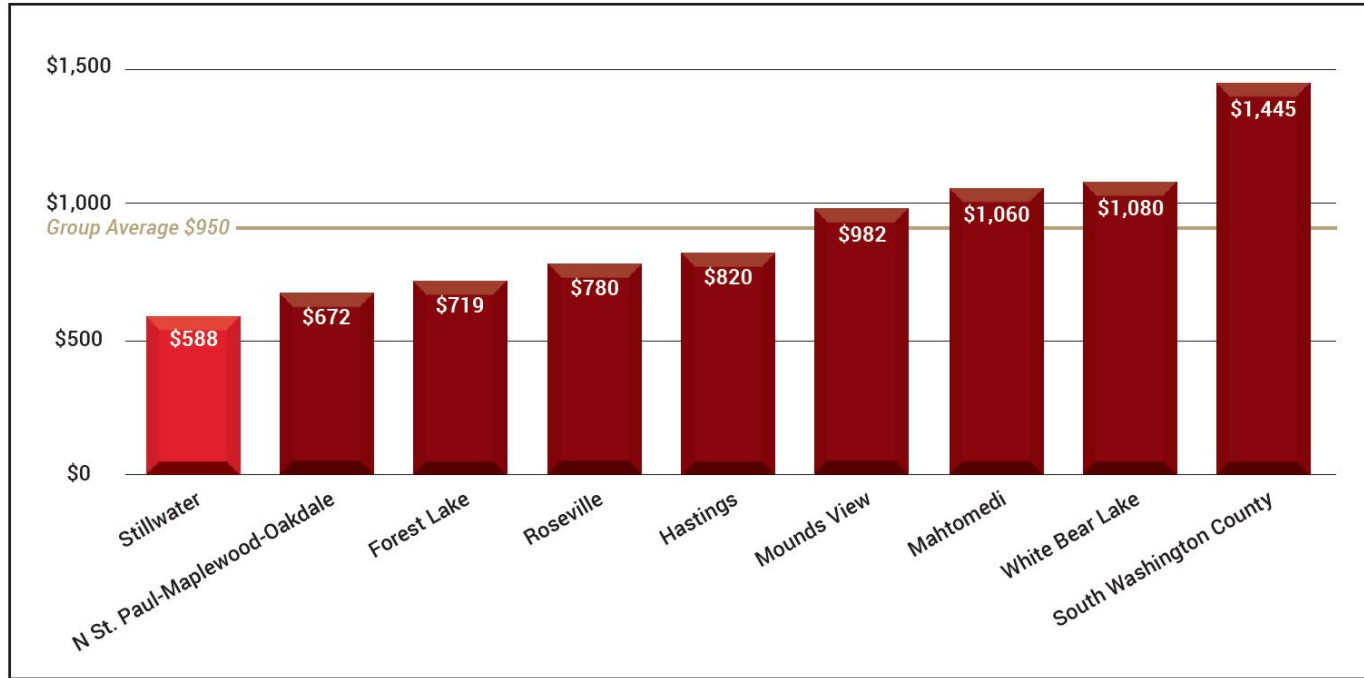
Expiring levy =
10.4% of
general fund

Source: Certified Levy Payable 2021

Source: General Fund

Stillwater Area Public Schools, ISD 834

Estimated Voter Approved School Property Taxes, Payable 2021, \$350,000 Residential Homestead



Tax Base Source: Final values from Washington, Dakota and Ramsey Counties.

Levy Source: Taxes Payable 2021 Levy Certification Reports for voter approved operating referendum, capital project levy and debt only

Maintain Quality Learning

Two ballot questions:

Q1: Replacement Levy Q2: Technology Levy

Request is based on:

- Needs of our students
- Expiring levy
- Years of inadequate state education funding leading to budget cuts
- Analysis of district finances
- Stakeholder feedback

Considerations:

- COVID-19 variants
- Federal COVID-19 relief funds (CARES)
- Minnesota's 2021 Legislative session
- Economy and consumer confidence
- Inflation and consumer price index
- District enrollment
- Transportation
- Other unknown factors

Question 1

Replacement Levy

Maintain quality learning:

- Renew expiring levy
- Help stabilize the district's budget
 - Address state funding gap, enrollment change, rising costs/inflation
- Retain teachers, support staff
- Maintain existing programs and services
 - Continue to support academic achievement for all students
- Minimize - but not eliminate - future budget cuts

Question 1

If **APPROVED** by voters

- Help to maintain class sizes
- Maintain existing student programs/ services, activities, athletics and arts programs
- Help cover ongoing inflationary costs



Question 1



If **NOT APPROVED** by voters

Face a \$12 million deficit in 2022-2023 and more in future years

- Significantly higher class sizes
- Reduce more than 100 full time teachers and support staff
- Loss of academic and social/emotional interventions
- Loss of electives classes, specialized programs, as well as art and athletic opportunities

Question 2

Technology Levy

Provide kids the tools they need to learn

- 1:1 devices for students
- Teacher laptop replacements
- Systemic upgrading of classroom technology
- Staff to support technology
- Network security



Question 2

If APPROVED by voters:

- Technology for classrooms
- Devices for students, teachers
- Technology support staff
- Dedicated funding source for technology



Consideration:

Capital projects levy for technology is NOT based on enrollment

Stable and reliable funding for technology

Question 2



If NOT APPROVED by voters:

- No dedicated funding source for technology, equipment, support staff and purchases
- 10-year replacement cycle for classroom technology
- No funding for student device replacement
- Failure to meet future state testing requirements
- Minimal technology access for students

Reinvesting In Our Kids

Priority is to use any new funds to improve academic achievement

- Stabilize the budget and avoid additional budget cuts
- Keep class sizes from growing
- Support quality learning for our students
- Provide more academic support for kids needing extra help
- Provide emotional and mental health support for students

Q1: Increase Operating Referendum Revenue (by \$390 per pupil, \$2.75m additional revenue);

Q2: \$4.7 million Capital Project Levy; Total New Revenue \$7.5m

Includes Tax Impact of Changes in Other Levies

Ballot Questions	Question 1			Question 2	Changes in Other Levies**	Net Change
	Operating Referendum			Capital Project Levy		
Year Taxes are Payable	2021	2022	2022	2022	2022	2022
	Expiring Authority	Renewed Authority	Net Change	New Authority		
Revenue per Pupil Unit	-\$1,307.55	\$1,697.55	\$390.00			
Estimated Change in Revenue	-\$12,250,697	\$14,978,842	\$2,728,144	\$4,700,000		\$7,428,144

Type of Property	Estimated Market Value	Estimated Annual Tax Impact		Estimated Change in Annual Tax Payable in 2022*			
Residential Homestead	350,000	-\$368	\$445	77	138	-75	140

* The amounts in the table are based on school district taxes for the Operating Referendum, Capital Project Levy and other capital levies only, and do not include tax levies for other purposes. Tax changes shown above are gross changes, not including the impact of the state Property Tax Refund ("Circuit Breaker") program. Homestead Credit Refund ("Circuit Breaker") program. Many owners of homestead property will qualify for a refund, based on their income and total property taxes. This will decrease the net tax increase for many property owners.

** If the proposed ballot questions are approved by voters, the district intends to make reductions in other tax levies payable in 2022, which will result in a net reduction in taxes paid as shown in this column. The intent of these reductions is to offset a portion of the tax increases from the proposed ballot questions.

Overview of Levy Request

Election November 2, 2021

Two ballot questions:

- **Q1:** Replacement levy to maintain quality learning
- **Q2:** Technology levy to provide kids the tools they need to learn

Tax impact on average home (\$350,000) if voters approve both questions = less than \$11 per month





Agenda Item XI.
Date Prepared: June 16, 2021
ISD 834 Board Meeting

Agenda Item: Board Chair Report
Meeting Date: August 12, 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 XIII. A.
Date Prepared: June 16, 2021
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: August 12, 2021
Contact Person: School Board Chair

The meeting must formally adjourn.

The following items were discussed:

1. Annual Audio Video Repair Expenses

- The cost of these will be over \$50,000 but will not exceed budgeted operating capital.
- Interactive displays purchased with overhead classroom projectors are no longer serviceable.

2. Contract for services with Accurate Health Care for one-to one nursing services

- The cost of this service is \$54,681 with potential revenues from MA billing to be \$11,084.

3. Wold Architects and Engineers LTFM 2022 maintenance Projects

- The cost of \$393,280.00 is for 2022 projects and bidding documents will begin in late 2021.
- This cost is for Architectural and Engineering services.



Stillwater School Board
Policy Meeting Notes
July 28, 2021

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

Agenda

- Begin review of duplicate policies in 200 series

Highlights of Discussion

- Reviewed Conflict of Interest policies 210 & 201.5.
 - Wording of 210 will remain unchanged but will update numbering to align with current MSBA model policy.
 - Recommend revoking 201.5 as the duplicate
- Tabled Board Resignation/Vacancy policies 215 & 201.10 due to recent board resignation
 - Committee determined it was prudent to attend to these policies at a later date
- Reviewed School Board Member Development & Evaluation policies 212 & 201.12
 - Working on wording of 212 for next meeting
 - Discussed revoking 201.12 but replacing it with a Procedural Manual on Board Member Development created by board members using ideas from 201.12.
 - Goal is to have the manual in place before onboarding the next newly elected member in November 2021.

What's next

- Report on 210 & 201.5 at the next board meeting on 8/12/21. No substantial changes were made to this policy so three readings are not required.
- Second Reading of 731 at the next board meeting on 8/12/21. No feedback received after first reading.
- Take action on 705 at the next board meeting on 8/12/21. No feedback received after 3rd reading.
- Continue work on 212 & 201.12 at next policy meeting on 8/18/21
- Review 213 & 201.9 for discussion at next policy meeting on 8/18/21
- Tentative next policy groupings to review: {202, 201.7, 201.8} and {203, 201.1, 201.2, 201.3}

Next Meeting: August 18, 2021 at 12-1pm

Respectfully submitted by: Katie Hockert
Date: 7/28/21