



Independent School District 834
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082
School Board Business Meeting Agenda – May 12, 2022 6:30 p.m.
REVISED

- I. **Recognition**
- II. **Public Comment**
Up to fifteen speakers will be allotted three minutes each to speak
- III. **Call to Order**
- IV. **Roll Call**
- V. **Pledge of Allegiance**
- VI. **Approval of Agenda**
- VII. **Student Report**
- VIII. **Superintendent Report**
- IX. **Board Chair Report**
- X. **Consent Agenda**
 - A. Minutes of April 28, 2022 Business Meeting
 - B. Payment of Invoices – April 30, 2022 – May 13, 2022
 - C. PowerSchool Student Information System (SIS) Licensing Fee
 - D. Upper Lakes Foods, Inc. renewal for 2022-23
 - E. Solid Waste and Recycling Services Contract Extension
 - F. Human Resources Personnel Report
- XI. **Action Items**
 - A. Resolution to Issue General Obligation Facilities Maintenance Bonds – Dr. John Thein
 - B. Resolution Approving NE Metro 916 Long Term Facility Maintenance Budget – Mr. Mark Drommerhausen
 - C. District Wide One to One Device Purchase - Mr. John Perry
 - D. Approval of Policy 202 – School Board Officers – Dr. Jennifer Cherry
 - E. Revoke Policy 201.8 – Board Organization and Officers Roles – Dr. Jennifer Cherry
- XII. **Reports**
 - A. Review of 2021-22 Budget Expenditure Update – Dr. John Thein
 - B. Professional Development Update – Dr. Caleb Drexler Booth
 - C. Science Curriculum Update – Dr. Caleb Drexler Booth
 - D. Second Reading Policy 201.9 - Board Working Groups and Policy 213 - School Board Committees – Dr. Jennifer Cherry
- XIII. **Adjournment**
- XIV. **Adjourn**

Attachment:

- Finance and Operations Meeting Notes
- Policy Meeting Notes



Agenda Item I.
Date Prepared: May 5, 2022
ISD 834 Board Meeting

Agenda Item: Recognition
Meeting Date: May 12, 2022
Recognition

Background:

An individual, team, or program will be recognized for their excellence.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: May 5, 2022
ISD 834 Board Meeting

Agenda Item: Public Comment
Meeting Date: May 12, 2022

Background:

The school board encourages community input. While comments and questions are welcome, law prohibits the board from discussing concerns about individual employees or students in a public meeting. The board will not deliberate, discuss, or engage in conversation with speakers. However, the board may ask administration to review the concern(s) presented.

Speakers must present their testimony in a respectful manner. Vulgarity, character attacks, malice or specific complaints identifying staff or students by name or implication will not be permitted.

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.

Recommendation:

This is for informational purposes only.



Agenda Item III.
Date Prepared: May 5, 2022
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: May 12, 2022

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item IV.
Date Prepared: May 5, 2022
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: May 12, 2022

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

Alison Sherman, Chair

Katie Hockert, Vice Chair

Annie Porbeni, Clerk

Beverly Petrie, Treasurer

Pete Kelzenberg, Director

Tina Riehle, Director

Vivian Votava, Director

Malinda Lansfeldt, Interim Superintendent, Ex-Officio

Recommendation:

Board action is not required.



Agenda Item V.
Date Prepared: May 5, 2022
ISD 834 Board Meeting

Agenda Item: Pledge of Allegiance
Meeting Date: May 12, 2022

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 VI.
Date Prepared: May 5, 2022
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: May 12, 2022

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 VII.
Date Prepared: May 5, 2022
ISD 834 Board Meeting

Agenda Item: Student Report
Meeting Date: May 12, 2022
Student Report

Background:

The Student Board Members will provide updates on items of interest in the announcement category. Many times these topics develop between the time the agenda is prepared and distributed and the meeting date. Topics generally include announcement of academics, activities, arts and athletics. 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 VIII.
Date Prepared: May 5, 2022
ISD 834 Board Meeting

Agenda Item: Superintendent Report
Meeting Date: May 12, 2022

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 IX.
Date Prepared: May 5, 2022
ISD 834 Board Meeting

Agenda Item: Board Chair Report
Meeting Date: May 12, 2022

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: Consent Agenda
Meeting Date: May 12, 2022
Contact Person: Varies by item

Agenda Item X. A.B.C.D.E.F.
Date Prepared: May 5, 2022
ISD 834 Board Meeting

Background:

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

A. School Board Business Meeting Minutes, April 28, 2022

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

A copy of the minutes is included for your review.

B. Payment of Invoices – April 30, 2022 – May 13, 2022

Contact Person: Dr. John Thein, Director, Finance

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

C. PowerSchool Students Information System (SIS) Licensing Fee

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

A copy of the materials is included for your review.

D. Upper Lakes Foods, Inc. Renewal for 2022-23

Contact Person: Mr. Mark Drommerhausen, Director, Operations

A copy of renewal agreement is included for your review.

E. Solid Waste and Recycling Services Contract Extension

Contact Person: Mr. Mark Drommerhausen, Director, Operations

A copy of the agreement is included for your review.

F. Human Resources Personnel Report

Contact Person: Ms. 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 F be approved as written, and a copy of the agenda items is attached to the minutes.

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



Independent School District No. 834 – Stillwater Area Public Schools
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082
April 28, 2022 – 6:30 p.m. Meeting Minutes

I. Recognition

The Stillwater speech team placed 7th at state. Nine Stillwater students qualified for the tournament with three making it to the finals, each placing 4th overall: Gursimrat Dahry, Kyra Kellogg and Ava Roots. Dahry and Kellogg were also selected to be a part of the All-State Speech team. The speech team was also the Section 4AA champion for the second consecutive season and the second time in school history.

II. Public Comment

- Addie Foote - Lake Elmo, MN - Solar for schools
- Martha Winslow - St. Mary's Point, MN - Solar for schools
- Eden Riegle - Stillwater, MN - Solar for schools
- Michelle Deziel - Lake Elmo, MN - Equitable employment and educational equity
- Karen Hulstrand - Stillwater, MN - Solar for schools
- Julie Jacobs - Stillwater, MN - School Board Policies related to health care and curriculum content
- Michael McCarthy - Day of Silence

III. Call to Order: The meeting was called to order at 7:13 p.m.

IV. Roll Call: Present: Alison Sherman, chair, Katie Hockert, vice chair, Beverly Petrie, treasurer Annie Porbeni, clerk, Pete Kelzenberg, director, Tina Riehle, director, Vivian Votava, director

V. Pledge of Allegiance

VI. Approval of Agenda

Motion to amend the agenda to add an agenda item to approve collaboration between director Vivian Votava and staff to gather energy bill data for the last 3 years, by facility and energy type to help in a preliminary understanding of costs and to provide some exploratory work so the board and administration can make well reasoned goals regarding energy conservation and renewable energy feasibility in the near future by: Member Votava; second by: Member Porbeni; Vote: 3 ayes, 4 nays (Hockert, Kelzenberg, Petrie, Sherman); Motion failed.

Motion to approve the agenda by: Member Hockert; second by: Member Petrie; Vote: 6 ayes, 1 nay (Votava); Motion carried.

VII. Student Report

Amelia provided a report on academics and activities -

- The Stillwater speech team placed 7th at state.
- Students are preparing for AP testing.
- Students are waiting to hear back regarding scholarship applications.

- The Stillwater Choir performed in Southern California.
- The Band's last concert performance was last week..
- Sophomores have been busy with MCA testing.

Ella provided a report on extracurriculars -

- Ella shared a report on high school sporting events

VIII. Superintendent Report

- We will be looking into possibilities of solar energy in the future as we review the needs of our District in the upcoming months. We do have some solar panels at our Early Childhood and Family Center and we will continue to learn more about this energy saving resource.
- Senior Catherine Fredcove has been named an Athena Award winner! The St. Paul Area Athena Awards program recognizes outstanding female student-athletes from high schools around the metro.
- Over the past few weeks, local volunteers, Jim Feldman and Paul Olson donated their time to work with students at the high school to create bluebird houses.
- Stillwater teachers Elizabeth Peloquin and Kari Pidde were named Outstanding Collaborating Professionals by the University of Wisconsin-River Falls College of Education and Professional Studies.
- Hear our choirs, orchestras and bands play in concert. [Learn more and buy tickets online.](#)
- The Family Resource Fair, Tate Schoeberlein and his team shared the amazing services and resources that our staff and community provide to our students and our families.

IX. Board Chair Report

- Nothing to report

X. Consent Agenda

- Minutes of April 7, 2022 Special Meeting
- Minutes of April 8, 2022 Special Meeting
- Minutes of April 14, 2022 Business Meeting
- Minutes of April 19, 2022 Special Meeting
- Payment of Invoices – April 16, 2022- April 29, 2022
- Accept Gifts and Donations – February and March, 2022
- Treasurer's Report – February and March, 2022
- Stonebridge Elementary Fall Zone Surfacing
- Stillwater Middle School Fire Alarm Replacement
- 2022 Stillwater Area High School Pavement Rehabilitation
- Agreement to Provide Special Education and Related Staffing – Northeast Metro 916
- Tyler Drive Transportation System
- Human Resources Personnel Report

Motion to approve item A, B, C, D, E, F, G, H, I, J, K, M by: Member Petrie; second by: Member Kelzenberg; Vote: 7 ayes, 0 nays; Motion carried unanimously.

Motion to approve the item L by: Member Votava; second by: Member Porbeni; Vote: 6 ayes, 1 nay (Riehle); Motion carried.

XI. Action Item

- Approval of Transportation Contract - Mr. Mark Drommerhausen
Mr. Drommerhausen presented to the Finance & Operations meeting on April 20, 2022

that

Stillwater Area Public Schools received a written quotation for transportation of resident

public, nonpublic, and charter school children. The district entered into direct negotiations with Schmitt & Sons to provide our transportation services.

Motion to approve a six year transportation contract and a six year sublease agreement with Schmitt & Sons Transportation at our Lake Elmo bus terminal by: Member Petrie; second by: Member Hockert; Vote: 6 ayes, 1 nay(Riehle); Motion carried.

B. 2021-2023 SCEA Master Contract - Ms. Cindy Gustafson

The District has recently reached agreement on the terms and conditions of employment for the 2021-2023 Master Contract with the St. Croix Education Association, covering the period of July 1, 2021 through June 30, 2023.

Motion to approve the 2021-2023 SCEA Mater Contract with by: Member Petrie; second by: Member Kelzenberg; Vote: 6 ayes, 1 nay (Riehle); Motion carried.

XII. Reports

- A. Second Reading 201.8 – Board Organization and Officers Roles and Policy 202 – School Board Officers – Superintendent Malinda Lansfeldt
Policy 202 has been revised since its first reading and a newly developed document of responsibilities of school board officers was included. Policy 201.8 is redundant with Policy 202 and will be asked to be revoked when Policy 202 is revised at a future business meeting.
- B. First Reading Policy 201.9 - Board Working Groups and Policy 213 - School Board Committees – Superintendent Malinda Lansfeldt
Policy 213 will come to a future business meeting for a second reading. Policy 201.9 is redundant with Policy 213 and will be asked to be revoked at a future meeting.

Adjournment

- A. The meeting adjourned at 8:46 p.m.

Respectfully submitted, Annie Porbeni, clerk



Consent: X.C
Date Prepared: May 12, 2022
ISD 834 Board Meeting

Agenda Item: PowerSchool Student Information System (SIS) Licensing Fee
Meeting Date: May 12, 2022
Contact Person: John Perry, Director of Learning Technology and Design Systems

Background

Mr. John Perry is requesting funds totaling \$166,399.84 for PowerSchool Student Information System (SIS) Licensing fees for the 2022-23 fiscal year.

Location(s): District Wide

Project Name: PowerSchool Student Information System (SIS) Licensing Fee

Fund: Technology, I Levy

Recommendation:
Board approval

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 \$100,000.

REQUESTED BY: John Perry

DATE: 05/12/2022

DESCRIPTION OF REQUEST

School board approval for funding of the PowerSchool Student Information System (SIS) for 2022-2023 fiscal year, totaling \$166,399.84.

FINANCIAL IMPACT

Budget(s) Impacted: Technology

Is This a One-Time Expenditure?

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

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

☐ **No**, it will need to be funded for Fiscal Years _____ as long as the numbers support the need.

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

☐ **Yes** List Source(s):
 Amount:

☒ **No**

PROGRESS MONITORING

Prepared By: Adriann Elebash
 Customer Name: Stillwater School District 834
 Contract Term: 12 Months
 Start Date: 15-JUN-2022
 End Date: 14-JUN-2023
 Billing Frequency: Annually

Customer Contact: Accounts Payable
 Title:
 Address: 1875 Greeley Street South
 City: Stillwater
 State/Province: Minnesota
 Zip Code: 55082
 Phone #: (651) 351-8340

Product Description	Quantity	Unit	Extended Price
Initial Term 15-JUN-2022 - 14-JUN-2023			
License and Subscription Fees			
PowerSchool SIS Hosted Subscription	8,400.00	Students	USD 40,404.00
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 432.60
PD+ Subscription	8,400.00	Students	USD 4,620.00
PowerSchool Ecollect Forms	8,400.00	Students	USD 9,072.00
PowerSchool Enrollment Registration	8,400.00	Students	USD 14,784.00
PowerSchool Enrollment Additional Language	1.00	Each	USD 1,081.50
PowerSchool Performance Matters Assessment Analytics Core+	8,400.00	Students	USD 25,368.00
PowerSchool Performance Matters EIC Recurring	16.00	Each	USD 6,488.96

License and Subscription Totals: **USD 102,251.06**

Quote Total

Initial Term	15-JUN-2022 - 14-JUN-2023
Payment Total	USD 102,251.06

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Stillwater School District 834

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander". The signature is written in a cursive, flowing style.

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 31-MAR-2022

Date:

PO Number: _____



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AAAAA7AKPCK

Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:

U.S. and Canada: +1 888 258 5388, +1 206 452 7455
London: +44 330 822 0429
Singapore: +65 3158 6882
Australia: +61 280 155 634

From:	John Perry
Envelope Subject:	Signature Needed - Stillwater SD 834 22/23 SGY LMS renewal
Attachments to Fax:	
Envelope ID:	6c3556d1-22c2-4c61-8762-738fd5c799f1
Sender Account Name:	Powerschool Group LLC
Number of Pages: (Including cover page)	_____

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150 Parkshore Dr, Folsom, CA 95630
 Remit Email: adriann.elebash@powerschool.com
 Quote Date: 1-APR-2022
 Quote #: Q-516466-1

Prepared By: Adriann Elebash
 Customer Name: Stillwater School District 834
 Contract Term: 12 Months
 Start Date: 1-JUL-2022
 End Date: 30-JUN-2023
 Billing Frequency: Annually

Customer Contact: John Perry
 Title: Director of Learning Technology
 Address: 1875 Greeley Street South
 City: Stillwater
 State/Province: Minnesota
 Zip Code: 55082
 Phone #: (651)351-8414

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
Schoology LMS Subscription	4,709.00	Students	USD 34,611.15
License and Subscription Totals: USD 34,611.15			

Quote Total

Initial Term	1-JUL-2022 - 30-JUN-2023
Payment Total	USD 34,611.15

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Stillwater School District 834

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander", written over a light gray rectangular background.

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

John Perry

Title:

Date: 25-AUG-2021

Director

Date:

PO Number: _____

Prepared By: Adriann Elebash
 Customer Name: Stillwater School District 834
 Contract Term: 12 Months
 Start Date: 1-JUL-2022
 End Date: 30-JUN-2023
 Billing Frequency: Annually

Customer Contact: Accounts Payable
 Title:
 Address: 1875 Greeley Street South
 City: Stillwater
 State/Province: Minnesota
 Zip Code: 55082
 Phone #: (651) 351-8340

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			

Unified Talent (TalentEd) Perform Sync District	1.00	Each	USD 2,012.04
Unified Talent Perform Teacher and Principal	1.00	Students	USD 13,413.59

License and Subscription Totals: **USD 15,425.63**

Quote Total

Initial Term	1-JUL-2022 - 30-JUN-2023
Payment Total	USD 15,425.63

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

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THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Stillwater School District 834

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander", is written over a faint, light-colored rectangular stamp or watermark.

Printed Name: Eric Shander

Signature:

Printed Name:

Title: Chief Financial Officer

Title:

Date: 4-MAR-2022

Date:

PO Number: _____



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: emily.lennartz@powerschool.com
 Quote Date: 23-FEB-2022
 Quote #: Q-607292-1

Prepared By: Emily Lennartz
 Customer Name: Stillwater School District 834
 Contract Term: 12 Months
 Start Date: 15-JUN-2022
 End Date: 14-JUN-2023
 Billing Frequency: Annually

Customer Contact: John Perry
 Title: Director of Learning Technology
 Address: 1875 Greeley Street South
 City: Stillwater
 State/Province: Minnesota
 Zip Code: 55082
 Phone #: (651)351-8414

Product Description	Quantity	Unit	Extended Price
Initial Term 15-JUN-2022 - 14-JUN-2023			
License and Subscription Fees			
PowerPack: Subscription	8,400.00	Students	USD 14,112.00
License and Subscription Totals: USD 14,112.00			

Quote Total

Initial Term	15-JUN-2022 - 14-JUN-2023
Payment Total	USD 14,112.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Stillwater School District 834

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander", written over a light gray rectangular background.

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

John Perry

Title:

Date: 29-JAN-2022

Director

Date:

PO Number: _____



Agenda Item X. D.
Date Prepared: April 28, 2022
ISD 834 Board Meeting

Consent Agenda: Upper Lakes Foods, Inc. Renewal for 2022-2023

Meeting Date: May 12, 2022

Contact Person: Mark Drommerhausen, Director of Operations

Background:

Upper Lakes Foods, Inc. Renewal for 2022-2023

Stillwater Area Public Schools, along with 7 other school districts became the “Big 8” purchasing group in 2008. This partnership was formed to attain savings through volume buying and distribution of items utilized by all district food service operations. West St. Paul is the fiscal reporting agent for this group. The participating districts having joint purchasing agreements with Stillwater Area Public Schools are Burnsville, ISD#191; Hastings, ISD#200; Inver Grove Heights, ISD#199; South St. Paul, ISD#6; South Washington County, ISD#833; West St. Paul, ISD#197; and Mahtomedi, ISD#832.

Administration recommends that the Board of Education approve the proposed 2022-2023 renewal contract with Upper Lakes Foods, Inc. from Cloquet, Minnesota as our prime vendor for the 2022-2023 school year.

Attachment: Renewal Contract Letter.

Recommendation:

A motion and a second to approve the Upper Lakes Foods, Inc. Renewal for 2022-2023 will be requested.

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

• FAMILY-OWNED AND OPERATED •
UPPER LAKES FOODS
EST 1967

April 22, 2022

Kelley Linquist
Food Director
Stillwater/Mahtomedi Schools
1875 S. Greeley St.
Stillwater, MN 55085

Dear Kelley:

Upper Lakes Foods is pleased to renew with the Big 8 for the upcoming 2022-2023 school year. The fixed fee is based on our school/distributor partnership, current market costs, and changes in the economy since the conception of our agreement currently in place.

\$1.24 Per Case Fix Fee Grocery

* Upper Lakes Foods works hard at keeping rising costs to a minimum and with the current economic situation, we find it necessary to implement a change to the payment terms for the following school year.

- Payment with ACH are due within 14 days of invoice
Or
- Payment with check is due within 7 days of invoice

Upper Lakes Foods, Inc. shall not be charged with liquidated damages when delay in delivery is due to unforeseeable cause beyond the control of Upper Lakes Foods, Inc., including but not restricted to Acts of God, acts of the public enemy, epidemics, quarantine restrictions, strikes, and freight embargoes.

Please sign below and return via email or mail.

Sincerely,



Renee Parks, Upper Lakes Foods, Inc.
800-879-1265 Ext 4208
rparks@ulfoods.com

4/22/2022
Date

Purchasing Agent

Date

* We are unable to meet these payment terms at this time. We need more discussion on how statements and credits will be handled as well as how we can change internal policies. We will work towards making these terms work in the future.

801 INDUSTRY AVENUE
CLOQUET, MINNESOTA 55720

T. 800.879.1265
F. 218.879.1940

INFO@ULFOODS.COM
WWW.UPPERLAKESFOODS.COM



Agenda Item: X. E.
Date Prepared: May 3, 2022
ISD 834 Board Meeting

Consent Agenda: Solid Waste and Recycling Services Contract Extension
Meeting Date: May 12, 2022
Contact Person: Mark Drommerhausen, Director of Operations

Background: Our current solid waste and recycling services contract is with Waste Management of MN Inc. The current contract expires on June 30, 2022 and offers two one year extensions for the service and pricing. Waste Management of Minnesota, Inc. has provided solid waste and recycling services for the District for more than eighteen years and has proven to be a responsible partner to dispose of trash and process the recyclables created in our schools. Extending the contract will maintain current disposal rates for trash and recycling services for an additional year.

Administration recommends extending the Solid Waste and Recycling Services contract to Waste Management of Minnesota Inc. for one additional year.

Location(s): District Wide

Project Name: Solid Waste and Recycling Services Contract Extension

Fund: Fixed Operating Fund

Item: Extend Waste Management of Minnesota Inc. contract for one (1) year.

Amount: See attached pricing.

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 \$100,000.

REQUESTED BY: Mark Drommerhausen **DATE:** 5/3/2022

DESCRIPTION OF REQUEST

Our current solid waste and recycling services contract is with Waste Management of MN Inc. The current contract expires on June 30, 2022 and offers two one year extensions for the service and pricing. Waste Management of Minnesota, Inc. has provided solid waste and recycling services for the District for more than eighteen years and has proven to be a responsible partner to dispose of trash and process the recyclables created in our schools. Extending the contract will maintain current disposal rates for trash and recycling services for an additional year.

Administration recommends extending the Solid Waste and Recycling Services contract to Waste Management of Minnesota Inc. for one additional year.

FINANCIAL IMPACT

Budget(s) Impacted: Fixed Budget.

Is This a One-Time Expenditure?

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

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

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

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

☐ **Yes** List Source(s):

☒ **No**

PROGRESS MONITORING

Continued solid waste and recycling services for the upcoming school year.



Extension Agreement

Stillwater Area Public Schools District 834 and Waste Management having previously entered into a three (3) year AGREEMENT for trash and recycling services on July 1, 2019, do hereby mutually declare as follows:

- Whereas, the parties hereto wish to continue the contract arrangement currently in place; and
- Whereas, the original Agreement described above was scheduled to expire on June 30, 2022, and
- Whereas, the original Agreement provides for permitted extensions for additional periods, per

Article 2- Contract Duration

Now therefore, the parties agreed to extend the Agreement for Waste Management at the locations named therein for an additional period of one (1) year commencing on July 1, 2022 and ending on June 30, 2023.

The same parties hereto agree to extend the Agreement, now ending June 30, 2023.

The parties further agree to the pricing and financial listed on Attachment "B" of the original Agreement.

Stillwater Area Public Schools

By: _____

Name: _____

Title: _____

Date: _____

Waste Management

By:  _____

Name: Christine Magler

Title: Senior Account Executive

Date: 4/29/2022

**Resource Management Contract
Between Independent School District 834, Stillwater Schools
And
Waste Management**

THIS AGREEMENT (hereinafter "Agreement"), made and entered into on this, to be effective July 1, 2019 ("Effective Date"), by and between, a corporation under the laws of the State of Minnesota ("Contractor"), and Independent School District 834 ("District"):

WITNESSETH:

WHEREAS, the District has solicited written proposals for solid waste collection services, with disposal in accordance with State and County requirements, and recyclables collection and processing services to achieve the most cost effective and environmentally appropriate means of recycling the District's recyclable materials, and

WHEREAS, the Contractor has professional expertise in Resource Management, to assist the District to minimize waste, maximize recycling and maximize diversion of materials from the waste stream, and

WHEREAS, the Contractor agrees to provide such services in accordance with the terms of this Agreement;

NOW THEREFORE, for valuable consideration, the Parties agree as follows:

Article 1. Definitions

1. Contract Documents: In order of priority in the event of inconsistency of terms, the following documents shall be considered the contract (collectively, the "Contract"):

a. This Agreement;

b. The Contractor's proposal to the District in response to the Request for Proposals issued April 27, 2019, and all addenda A; and

c. The Request for Proposals for Solid Waste and Recycling Services.

2. Recyclables: Those materials mutually agreed by the District and the Contractor to be separated from waste and separately collected and processed for reuse or recycling. At the time that the contract is initiated, these recyclables include:

Glass	Metal and bi-metal cans
Paper	Plastic bottles and rigid containers, including single serve containers
Shredded paper	
Corrugated cardboard	Milk cartons

3. Resource Management Services: Contractor's solid waste management services structured to maximize District resource conservation and recycling while decreasing waste generation.

4. **Waste:** Solid Waste generated in normal District activities excluding however recyclables or waste collected in the District's "Food to Hogs" program.

5. **Weather Severity Day:** A day when the District cancels school due to adverse weather conditions.

Article 2. Contract Duration

Subject to other terms of the Contract, this Contract shall be effective for three (3) years commencing July 1, 2019 and ending on June 30, 2022 ("Contract Period"). At the sole discretion of the District, upon written notice from the District to Contractor pursuant to Article 21 and at least sixty (60) days before the end of the Contract Period, the District may extend this Contract for one year under the same terms and conditions. The District has the option to extend the Contract for up to two one year extensions; provided, however, that terms and conditions are to be reviewed each year and amended, if necessary, to comply with any changes, including without limitation, changes in local, state, federal, or foreign laws or regulations, Minnesota Department of Education regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters.

Article 3. Scope of Service The Contractor shall perform the services set forth in Attachment A to this Agreement.

Article 4. Contractor Compensation for Services The Contractor shall be paid in accordance with the terms contained in Attachment B to this Agreement. The Contractor shall submit an itemized bill for all services rendered to the District in the previous month, within ten (10) days after the end of the month. Payment shall be made within forty five (45) days from the District's receipt of said itemized bill in accordance with the Minnesota Municipal Prompt Payment Act, Minn. Stat. § 471.425.

4.1 Monthly Billing. Bills must include: each container size and location, the dates and number of times in the billing period it was serviced, the weight of the container when serviced and the material hauled (e.g., co-mingled recycling, waste). Any costs for additional services (e.g., one-time roll-offs) must be similarly itemized.

4.2 Monthly Reports. The Contractor must provide monthly reports for collection, recycling, and processing of all waste and recyclables. The Contractor must report the material volume and weight of waste and of recyclables, by location and by service date. Actual weights shall be used whenever possible, but at least every service opportunity for waste and at least once per month, per location, for recyclables. If estimates are used, the Contractor must document assumptions regarding density of materials and estimated volume of material serviced and provide audited confirmation of the assumptions. The reports must also include the facility names used for final deposition of all materials.

Article 5. Performance Bond, Payment Bond Contractor shall execute and deliver to the District a performance bond and a payment bond with corporate sureties, in forms and with sureties approved by the District, consent not to be unreasonably withheld. Each bond must be in an amount equaling One Hundred (100%) percent of the three-year Contract price. This Agreement shall not become effective until such bonds have been delivered to and accepted by the District. This Contract shall be subject to termination by the

District at any time if said bonds shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond and such payment bond shall be stated in each bond as follows: effective date shall be July 1, 2019 and the same shall be effective until June 30, 2019 unless the surety serves a notice of cancellation or refusal to renew upon the District. Such notice of cancellation shall be served upon the District in the manner of service of summons and complaint as provided by the Minnesota Rules of Civil Procedure.

The District, in its reasonable discretion, may continue the Contract if within thirty (30) days after service of a notice of cancellation as provided herein, Contractor files with the District a similar bond approved by the District to be effective for the balance of the Agreement period commencing on the date of such termination. Otherwise the Agreement shall terminate as of the thirtieth (30th) day following service of the notice of cancellation.

In the event of Contractor's default under the terms of this Contract, all payments due to Contractor may be retained by the District and applied to the completion of the Contract and to damages suffered and expenses incurred by the District by reason of such default. In such event, all payments remaining due the Contractor at the time of default, less amounts due the District from the Contractor and less all the sums due the District for estimated damages suffered and expenses incurred by reason of such default shall be due and payable to Contractor.

Article 6. Compliance with Solid Waste Laws and Regulations All Contractor services to be provided under this Contract shall comply with applicable rules and regulations adopted by the State of Minnesota, Washington County and the District School Board, presently in effect or hereafter adopted and required. The Contractor shall also be bound by all rules and regulations, local ordinances, state and federal laws relating to solid waste and recycling collection, processing and disposal; specifically including all Washington County ordinances, policies and programs under the Washington County Solid Waste Management Master Plan.

Article 7. Applicable Law The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in County of Washington, State District Court, regardless of the place of business, residence or incorporation of Contractor.

Article 8. License Requirements Contractor, its operators and subcontractors must promptly obtain all licenses or permits to transact a refuse collection business in the State of Minnesota and Washington County and in each municipality in which a District School is located.

Article 9. Insurance No work shall commence or be carried on until the Contractor has obtained and furnished the District evidence of all insurance required hereunder, including Minnesota "no-fault" coverage, under this section, covering all vehicles to be used, and all operations to be performed by the Contractor and all of its subcontractors. The insurance specified may be in a policy or policies of insurance, primary or excess. Proof of the insurance required herein shall be established by furnishing the District with certificates of insurance issued by insurers acceptable to the District and duly licensed within the State of Minnesota, in force on the date of commencement of the Contract, and continuing for a policy period covering the claims periods arising out of the work Contractor will perform under the Agreement, and

providing the following minimum coverages:

- a) General Liability Insurance: \$1,000,000 per occurrence
\$2,000,000 general aggregate
- b) Auto Liability Insurance: \$1,000,000 combined single limit
- c) Umbrella/Excess liability coverage: \$3,000,000 each occurrence
- d) Worker's Compensation Coverage: Each Contractor shall submit with the Proposal a Certificate of Insurance for Worker's Compensation Coverage. Successful Contractor shall maintain Worker's Compensation coverage during the life of the contract for the protection of the employees in the amount as required by law. A waiver of subrogation in favor of Stillwater Area Public Schools #834 shall be included.

The Contractor shall submit, and annually thereafter during the term of the Contract, provide to the District a Certificate of Insurance for General Liability, Auto Liability and Umbrella/Excess liability insurance with an Insurance Provider acceptable to the District. The District shall be listed as additional insured on all coverages.

Acceptance of the insurance by the District shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The District does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a District-approved Insurance Certificate.

A thirty (30) day written notice to the District is required if the policy is canceled, not renewed or materially changed. The Contractor shall require all of its subcontractors to comply with these provisions.

Article 10. Contractor Indemnity of the District No liability resulting from a vehicular accident, or any driver or operational negligence will be assumed by the District, its employees or its authorized representatives.

The Contractor agrees to defend, indemnify and hold harmless the District, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any intentional act or negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations.

Labor disruptions are not considered an Act of God, and shall not excuse the Contractor from performance of this Agreement.

Article 11. Transfer of Interest Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the District; provided, however, that claims for money due or to become due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without

such approval.

Notice of any such assignment or transfer shall be furnished to the District. Contractor shall not subcontract any services covered by this Agreement without prior written approval by the District. The District retains the right to declare as an event of default, any transfer of interest or bankruptcy that reasonably jeopardizes the Contractor's ability to carry out the terms of the Contract.

Article 12. Equal Employment and Non-Discrimination; General Policy The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex veteran status, or political

Such action shall include, although not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training. The Contractor agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause. The utilization of minority vendors and subcontractors is encouraged, wherever possible.

Article 13 Retention of Records Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs.

All Contractor records with respect to any matters covered by this Contract shall be made available to the District or its designees at any time during normal business hours, as often as the District deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. This Section specifically does not include contracts or agreements with attorneys, consultants, and other professionals who are providing professional services to Contractor that do not include the actual services provided to the District.

Article 14. Government Data Practices

Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality, specifically including but not limited to, Minn. Stat. §§13.05 subd. 11 and 16.05 subd. 5. Contractor must immediately report to the District any requests from third parties for information relating to this Contract. The District agrees to promptly respond to inquiries from Contractor concerning data requests. Contractor agrees to defend, indemnify and hold the District, its officers, and employees harmless from any claims resulting from Contractor's unlawful disclosure or use of data protected under state and federal laws.

Article 15. Interests of Members of District

Contractor agrees that no member of the governing body, officer, employee or agent of the District has nor shall have any interest, financial or otherwise, direct or indirect, in the Contract.

Article 16. Independent Contractor Nothing contained in this Contract is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or subcontractors of Contractor only and not of the District; and any and all claims that might arise, including workers' compensation claims under the Workers' Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

Article 17. Contractor Performance; Liquidated Damages; Default

Unless the non-compliance with the provisions of this Contract is the result of force majeure or the failure of the Contractor to address, perform or remedy within (5) business days, the result of any service nonperformance, the result of any nonperformance shall be deemed a breach of the Contract. In the event of such breach, the District may terminate the Agreement or require Contractor to pay a liquidated damage to the District according to the schedule in this article. The District may deduct such damages from payments due or to become due the Contractor and that said amounts are an appropriate liquidated damage for Contractor's breach for the specified act or inaction. Notwithstanding the foregoing, the following liquidated damages cannot be assessed cumulatively nor shall District have the right to assess liquidated damages and file a claim against Contractor's performance bond. The District will impose the following:

- \$100.00 will be charged for each missed pick up
- \$50.00 will be charged for litter or trash spilled on school grounds that is not immediately cleaned up.
- \$500 per incident per day will be charged for each failure to have vehicles or operators properly licensed
- \$100 per incident per day will be charged for each failure to file on a timely basis information and reports required by this Agreement.

Any service discrepancy that is not remedied within a period of one week after Contractor's receipt of notice of said discrepancy shall constitute an event of default on this Contract. In addition to the above mentioned events of default, any other action or inaction of Contractor during the Contract Period that materially impairs the District's ability to receive the benefits of this Contract shall be considered an event of default. The District shall give Contractor notice of any event of default promptly after the default comes to the attention of the District and shall provide Contractor a reasonable opportunity to cure the default, unless the event requires immediate Contract termination. If Contractor is unable to cure the default within a reasonable time, the District shall have the right to terminate the Contract for default and pursue all remedies available to it under the Contract and pursuant to law.

In the event of default on this Contract, the Party in default shall be liable to the non-defaulting Party for all loss, costs, and expenses incurred as a result of the default,

Article 18. Termination of Agreement The District may terminate this Contract for default or if Contractor otherwise fails to fulfill its material obligations under this Contract. Upon termination, the District shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the District as a result of the default or material breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials solely and exclusively prepared by Contractor for the District under this Contract shall, at the option of the District, become the property of the District, and Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the District may withhold payments due to Contractor for the purpose of set off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided for herein shall not limit the District, in case of any default by Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

Article 19. Dispute Resolution Contractor and District shall first attempt to resolve by direct negotiation, any disputes, disagreements, claims or controversies relating to this Contract. If the parties are unable to informally resolve the dispute after a reasonable attempt in good faith, the parties shall mediate. Unless the parties select a mutually acceptable mediator, the mediation process shall be administered by the American Arbitration Association. Any tentative agreement arising out of mediation is subject to approval by the District's Board. The cost of mediation shall be split evenly between the parties. Each party shall bear its own costs and expenses including attorneys' fees. If mediation is unsuccessful, either party may seek resolution of the matter in a court of competent jurisdiction.

Article 20. Prompt Payment of Subcontractors

Contractor shall comply with the prompt payment of subcontractors in accordance with Minn. Stat. § 471.425 subd. 4a., including the requirement that Contractor pay interest to the subcontractor of 1.5% per month or part thereof for failure to pay the subcontractor within ten days of Contractor's receipt of payment for undisputed services.

Article 21. Notices Except as otherwise herein provided, all notices required to be served by either party on the other shall be in writing and forwarded by certified mail to the principal office of the party to which notice is given, as follow:

To the District:

Laura Larsen, Coordinator of Facilities and Site Operations
Stillwater Area Public Schools
1875 South Greeley Street Stillwater, Minnesota 55082

To the Contractor:

TBD

All such notices shall be effective when received.

Article 22. Non-waiver

No failure forbearance neglect or delay by either party to enforce any provision of this Contract or to exercise any the such party's rights hereunder shall effect or limit such party's right to strictly enforce the same right for a subsequent breach, and shall not constitute or be interpreted as a waiver of any right to enforce this Contract of any provision thereof in the future

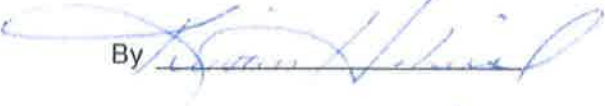
Article 23. Severability All parts and provisions of this Contract are severable. If any part or provision shall be held invalid, the remainder of this Contract shall continue in effect.

Article 24. Entire Agreement

The Contract, with Attachments and Appendices incorporated herein by reference, is the entire agreement between the parties. No modification of this Contract shall be valid or effective unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, said Contractor and the District have caused this Agreement to be duly executed in their behalf by their proper officers, thereto duly authorized, the day and year first above written.

Stillwater Area Public Schools

By 

Name: Kyrstin Hohns

Executive Director of
Finance and Operations

Title:

Date: 6/14/19

Waste Management

By 

Name: Zach Holst

Title: Account Manager

Date: 6/20/19

ATTACHMENT A

I. Introduction

The purpose of the District's Resource Management Program (RM) Request for Proposals (RFP) is to obtain expert management services to prevent, reduce, reuse, recycle and process or dispose of all solid wastes generated at District facilities.

The services provided by Contractor include basic container service, hauling, processing and marketing of recyclables, disposal of solid waste and value-added services that improve the District's resource efficiency beyond traditional waste and recyclables collection.

The District expects the Contractor to be a partner with the District and Washington County in the design of a program to maximize the prevention, reduction, reuse, and recycling of materials in the waste stream.

These specifications define the requirements for the following services to be provided by Contractor:

II. General Requirements

II.A. Transition Program

Contractor will install the equipment compliant with Attachment A, Section IV from June 27-30, 2019. Any equipment and operations changes shall be made so as not to interfere with normal school operations.

- Collect waste and recycling information, including volumes, weights, documentation of recyclable materials in trash loads and contamination of recycling loads, at the time of each container service and provide the data to the District on a monthly basis.
- Communicate and build relationships with key District and County personnel.
- In partnership with District staff, develop waste and cost reduction initiatives and develop and prioritize a RM Plan for implementation.

Coordination between the Contractor and the District will be critical.

II.B. Solid Waste Services

During the transition period the Contractor shall furnish equipment and personnel sufficient to provide Solid Waste services in accordance with the location, container size and service frequencies detailed Section IV by July 1, 2019.

The Contractor shall furnish equipment and personnel sufficient to provide Solid Waste services in accordance with the location, container size and service frequencies detailed in the agreed-upon RM Plan from the time of RM implementation through the end of the contract period.

The Contractor shall appropriately label all containers for waste," as specified by the District and shall maintain the containers in serviceable, leak-free and graffiti-free condition.

All waste shall be transported to the RRT Resource Recovery Facility at Newport, unless otherwise directed by the District, in compliance with Washington County requirements.

II.C. Recycling Services During the Transition Period the Contractor shall furnish equipment and personnel sufficient to provide Recycling Services in accordance with the location, container size and service frequencies detailed below by July 1, 2019.

Throughout the Contract Period, Contractor will provide the services of a Recycling Program Manager (RPM) at no additional charge to the District. In addition to development of the RM Plan detailed above, the services of the RPM will include tracking the amount of recyclables the District produces; providing custom reporting of current RM efforts; providing educational tools such as email blasts, signage, educational posters, stickers and training sessions and providing tours of Contractor's recycling facility.

The Contractor shall furnish equipment and personnel sufficient to provide recycling services in accordance with the location, container size and service frequencies detailed in the agreed-upon RM Plan from the time of RM implementation through the end of the contract period.

The Contractor shall appropriately label all containers for "Recycling" as specified by the District and shall maintain the containers in serviceable leak free and graffiti free condition.

II.D.Additional Services

On a periodic basis, the Contractor will also be asked to provide or coordinate disposal of occasional waste streams such as office furniture, equipment and supplies or spikes in waste due to the school calendar or construction/demolition activities

The Contractor shall maintain the containers in serviceable leak free and graffiti-free condition.

III. Personnel Requirement

A. Contractor shall employ personnel of sufficient numbers and qualifications to carry out the Contractors' obligations under the Agreement. Contractor shall have key maintenance, operational and supervisory personnel on call at all times the Contractor is providing services to the District.

B. Contractor warrants that all personnel have received a background check and meets the Contractor's hiring standards.

C. Contractor shall comply with Federal DOT Random Testing and Drug and Alcohol requirements. Contractor shall have a testing program approved by applicable state and federal law in place.

IV. Initial Waste and Recycling Container Locations with size and service frequency,

Appendix A

District-Estimated Container Size and Frequency Needs

Stillwater Area Public Schools

2019-2020

School	Trash Container Frequency	Recycling Container Frequency
Stillwater High School	One, 6 yd., 5/wk. One, 8 yd., 5/wk. One, 4 yd., 3/wk	One, 8 yd., 5/wk.
Oak-Land Middle School	One, 8 yd., 2/wk.	One, 8 yd., 2/wk.
Stillwater Middle School	One, 8 yd., 5/wk.	One, 6 yd., 2/wk.
Afton Lakeland Elementary	One, 8 yd., 1/wk	One, 8 yd., 1/wk.
Andersen Elementary	One, 8yd., 1/wk.	One, 6 yd., 1/wk.
Brookview Elementary	One, 8 yd., 2/wk.	One, 8 yd., 2/wk.
Lake Elmo Elementary School	One, 6 yd., 3/wk.	One, 6 yd., 2/wk.

Stillwater Public Schools, RM Contract
11 of 15

Lily Lake Elementary School	One, 8 yd., 1/wk.	One, 8 yd., 2/wk
Oak Park District Building	One, 4yd., 2/wk.	One, 6 yd., 2/mth.
Rutherford Elementary School	One, 6 yd., 2/wk.	One, 8 yd., 1/wk.
Stonebridge Elementary School	One, 6 yd., 1/wk.	One, 6 yd., 1/wk.
Central Services Building	One, 2 yd., 1/wk.	One, 4 yd., 1/wk.
Early Childhood	One, 2 yd., 3/wk.	One, 2 yd., 2/wk.
Field Services	One, 4 yd., 1/wk One, 30 yd., on-call	

ATTACHMENT B

Financial Compensation

For the term of the contract, the following charges for services shall apply:

Refuse Containers

One (1) Two (2) Yard Container

N/A	\$12.46	\$6.38
Container Rental Per Month	Pick Up Fee Per Pick Up	Disposal Fee Per Pick Up

One (1) Four (4) Yard Container

N/A	\$21.55	\$6.38
Container Rental Per Month	Pick Up Fee Per Pick Up	Disposal Fee Per Pick Up

One (1) Six (6) Yard Container

N/A	\$28.27	\$6.38
Container Rental Per Month	Pick Up Fee Per Pick Up	Disposal Fee Per Pick Up

One (1) Eight (8) Yard Container

N/A	\$36.13	\$6.38
Container Rental Per Month	Pick Up Fee Per Pick Up	Disposal Fee Per Pick Up

Contractor will perform audits with a scaled truck to determine weights for trash. Initially, the refuse charge per container is based on 100 pounds per yard. If, as a result of the tonnage recorded at each pick-up and/or refuse weight audits the refuse compaction is 80 pounds per yard, Contractor will roll the price back to reflect the accurate price per ton. The price reduction, if any will be reflected on the next bill.

Recycling Containers

One (1) Two (2) Yard Container

N/A	\$4.56	\$3.20
Container Rental Per Month	Pick Up Fee Per Pick Up	Recy processing fee per pick up

One (1) Four (4) Yard Container

N/A	\$5.74	\$3.20
Container Rental Per Month	Pick Up Fee Per Pick Up	Recy processing fee per pick up

One (1) Six (6) Yard Container

N/A	\$6.24	\$3.20
Container Rental Per Month	Pick Up Fee Per Pick Up	Recy processing fee per pick up

One (1) Eight (8) Yard Container

N/A	\$6.32	\$3.20
Container Rental Per Month	Pick Up Fee Per Pick Up	Recy processing fee per pick up

OCC Container

N/A	\$225.00	\$15.00/per ton
Container Rental Per Month	Pick Up Fee Per Pick Up	Recy processing fee per pick up

N/A

Proposed Revenue to District

Metals Recycling Container

N/A	\$260.00	\$0.00
Container Rental Per Month	Pick Up Fee Per Pick Up	Recy processing fee per pick up

On Call Containers**One (1) Thirty (30) Yard Container**

N/A	\$275.00 all tax included	\$455.00 all tax included for 4.0 tons \$75.00/ton - 4 ton minimum
Container Rental Per Month	Pick Up Fee Per Pick Up	Disposal Fee Per Pick Up

Cost of Performance Bond

= \$80,000

Performance and Payment Bond

Bond No: 870397

KNOW ALL MEN BY THESE PRESENTS, that Waste Management of Minnesota, Inc., 10050 Naples Street NE, Blaine, MN 55449, and Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, Ohio 44124, the Surety, are held and firmly bound unto the Independent School District 834, 1875 South Greeley Street, Stillwater MN 55449 as Oblige, in the penal sum of Eighty Thousand and 00/100 Dollars (\$80,000.00), for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for Solid Waste and Recycling Services, with the above mentioned Oblige, which Contract is hereby incorporated herein as if fully rewritten Notwithstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, including payment for all labor and materials for the purpose of performing said Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. If there is no breach or default on the part of the Oblige, then the Surety's performance obligation under the bond shall arise after:
 - a. The Oblige has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Oblige, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an Contract shall not waive the Oblige's right, if any subsequently to declare a Principal default;
 - b. The Oblige has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Oblige has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to such contractor as may be tendered by the Surety to the Oblige.
2. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.
3. The surety may cancel the bond by sending notice of cancellation by certified mail or any other form of mail accompanied by a receipt to the Principal and to the Oblige, provided, however, that cancellation cannot occur during Ninety (90) day period beginning on the first day of receipt of the notice of cancellation by both the Principal and the Oblige as evidenced by return receipts.
4. Inability of the Principal to file a replacement bond shall not constitute loss to the Oblige recoverable under this bond.
5. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

Signed, sealed and executed this 1st day of July 2019.

Waste Management of Minnesota, Inc.
Principal

By: Julie K Bowers
Julie K. Bowers, Attorney-In-Fact

(Corporate Seal)

Evergreen National Indemnity Company
Surety

By: Denise M Fodor
Denise M. Fodor, Attorney-In-Fact

(Corporate Seal)

Witness: Patricia A. Temple
Patricia A. Temple

Witness: Hilarie D. Frankenberry
Hilarie D. Frankenberry

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Kathleen P. Price, Denise M. Fodor, Hilarie D. Frankenberry, and Julie K. Bowers of Evergreen National Indemnity Company, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of July 1, 2019.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



David Reed
Vice President and Treasurer

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. 870397

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *** **Denise M. Fodor** ***

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Eighty Thousand and 00/100 Dollars (\$80,000.00)**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: 
Matthew T. Tucker, President

By: 
David A. Canzone, CFO

Notary Public)
State of Ohio)

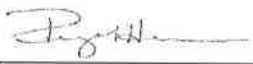
SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022


Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 1st day of July 2019




Wan C. Collier, Secretary



Certificate of Authority/Compliance Minnesota Department of Commerce

NAIC No.: 12750

Date Licensed in Minnesota: 09-24-1985

State/Country of Domicile: Ohio

EVERGREEN NATIONAL INDEMNITY COMPANY

has complied with all the requirements and laws of the State of Minnesota and is hereby authorized to transact the business of an insurance company under M.S. 60A.06, Subd. 1, clauses

01-Fire and Allied Lines
02A-Marine
02B-Personal Property Floater Risks
03-Boiler and Machinery
05A-Accident and Health
06-Fidelity and Surety
07-Title
08-Glass
09A-Burglary and Theft
09B-Securities and Drafts
09C-Personal Property Floater On Individuals
09D-Water Damage
10-Livestock
11-Credit
12-Automobile
13-General Liability
14-Elevator
15-Legal Expense

This certificate shall remain in effect until suspended, revoked, or otherwise legally terminated.

IN TESTIMONY WHEREOF, I have
hereunto set my hand at my office in the
City of St. Paul, Minnesota.

October 4, 2006

Commissioner of Insurance



Evergreen National Indemnity Company

Certificate

2018

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

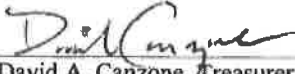
STATEMENT OF INCOME

Direct Written Premium	\$ 31,617,756
Reinsurance Assumed	2,533,896
Reinsurance Ceded	(21,918,974)
Net Written Premium	12,232,678
Change in Unearned	(804,664)
Net Earned Premium	11,426,014
Losses & LAE Incurred	404,311
Net Commission Expense	4,832,881
Other Expenses	3,556,325
Underwriting Gain/ (Loss)	2,632,497
Net Investment Income	1,823,405
Net Realized Capital Gains (Loss)	(320,986)
Other Income/ (Expense)	74,469
Income Before FIT	4,209,385
Federal Income Tax	758,343
Net Income	3,451,042

BALANCE SHEET

<u>Assets</u>	
Invested Assets	46,380,533
Uncollected premium and agents' balances	1,793,182
Reinsurance Recoverable	202,070
Other Assets	593,889
Total Assets	48,969,674
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	6,201,804
Loss & LAE Reserves	4,403,765
Ceded Reinsurance Payable	2,496,345
Other Liabilities	1,439,593
Total Liabilities	14,541,507
Surplus	34,428,167
Total Liabilities & Surplus	48,969,674

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2018.


David A. Canzone, Treasurer

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Duffy, Ryan	Resignation	Community Education Site Lead 8.0 hrs/day Afton-Lakeland Elementary	CE Leads & Assistants	May 9, 2022
Glover, John	Resignation	Paraprofessional 6.5 hrs/day Stonebridge Elementary	SCPA	April 29, 2022
Leo, Monica	Retirement (19 years)	Due Process & Building Secretary, 7.0 hrs/day Andersen Elementary	Tech Support	June 3, 2022
Sherlock, Michell	Retirement (17 years)	Cafeteria 5.5 hrs/day Oak-Land Middle School	Cafeteria	June 3, 2022
Smieja, Shannon	Resignation	Paraprofessional 6.0 hrs/day Lily Lake Elementary	SCPA	April 29, 2022
Thein, John	Resignation	Director of Finance Central Services	Directors	August 31, 2022

HIRES/REHIRE

NAME	ASSIGNMENT	SALARY PLACEMENT/HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Acers, Kieran	Community Education Aide 2.5 hrs/day Rutherford Elementary	\$10.25 / hour	Replacement	CE Leads & Assistants	April 27, 2022
Bonin, Laura	1.0 FTE Special Education Teacher Lily Lake Elementary	\$72,680	2022-2023 Staffing	SCEA	August 16, 2022
Hoy, Paulette	Cafeteria 6.5 hrs/day Andersen Elementary	\$15.97 / hour	Replacement	Cafeteria	May 2, 2022
Krebs, Joshua	Middle School Principal Stillwater Middle School	\$130,387	Replacement	Principals	July 1, 2022
Lundgren, Tessa	Paraprofessional 6.5 hrs/day Afton-Lakeland Elementary	\$17.18 / hour	Replacement	SCPA	May 2, 2022
Miller, Pamela	Cafeteria 4.0 hrs/day Mahtomedi High School	\$15.97 / hour	Replacement	Cafeteria	May 3, 2022
Morales, Annamarie	Health Care Specialist 8.0 hrs/day Lake Elmo Elementary	\$63,073	Student Need	CSS	August 22, 2022
Watson, Madison	Community Education Assistant 4.0 hrs/day Early Childhood Family Center	\$16.41 / hour	Replacement	CE Leads & Assistants	May 2, 2022

LEAVES OF ABSENCE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Kostyk, Patti	Approve	1.0 FTE Elementary Education Teacher Brookview Elementary	SCEA	March 24, 2022 - April 29, 2022 (revised dates)

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Budion, Amy	.8 FTE French Teacher Oak-Land & Stillwater Middle School	.8 FTE French Teacher Stillwater Middle & Stillwater Area High School	2022-2023 Staffing	SCEA	August 22, 2022
Howe, Matt	1.0 FTE Technology Teacher & Coordinator Oak-Land Middle School	1.0 FTE Industrial Technology Teacher Stillwater Area High School	2022-2023 Staffing	SCEA	August 22, 2022
Rohde, Jason	1.0 FTE Art Teacher Stillwater Middle & Stillwater Area High School	1.0 FTE Art Teacher Stillwater Area High School	2022-2023 Staffing	SCEA	August 22, 2022
Ryan, Ing-Mari	1.0 FTE Instructional Coach Stillwater Area High School	1.1 FTE Instructional Coach, English & AVID Teacher Stillwater Area High School	2022-2023 Staffing	SCEA	August 22, 2022
Sirek, Scott	.7 FTE GATE Teacher Stillwater Middle School	.8 FTE GATE Teacher Stillwater Middle School	2022-2023 Staffing	SCEA	August 22, 2022
Smithberg, Christine	1.0 FTE Spanish Teacher Stillwater Area High School	.6 FTE Spanish Teacher Stillwater Area High School	2022-2023 Staffing	SCEA	August 22, 2022
Valbuena, Tracey	.4 FTE Spanish Teacher Stillwater Middle & Stillwater Area High School	.4 FTE Spanish Teacher Stillwater Area High School	2022-2023 Staffing	SCEA	August 22, 2022
Wegner, Garrett	.8 FTE English Teacher Stillwater Area High School	1.0 FTE English Teacher Stillwater Area High School	2022-2023 Staffing	SCEA	August 22, 2022

ADDITIONAL ASSIGNMENTS

NAME	Position	Reason	Group	EFFECTIVE DATE
Prestagard, Jennifer	International Student Exchange Co-Advisor Stillwater Area High School	Replacement	SCEA	August 22, 2022



Agenda Item: XI.A.
Date Prepared: May 5, 2022
ISD 834 Board Meeting

Action Item: Resolution to Issue General Obligation Facilities Maintenance Bonds
Meeting Date: May 12, 2022
Contact Person: Dr. John Thein, Director of Finance

Summary:

Dr. John Thein, Director of Finance, will present a Resolution Stating the Intention of the School Board to Issue General Obligation Facilities Maintenance Bonds, Series 2022A, in the aggregate principal amount of not to exceed \$7,395,000 and taking other actions with respect thereto.

You will note that this version of the Resolution includes blank spaces in various parts of the document. Once the bonds are priced on May 12, 2022, we will prepare a revised version of the Resolution that incorporates the final numbers received

Administration recommends approval of the attached.

Recommendation:

A motion and a second to approve the Resolution to Issue General Obligation Facilities Maintenance Bonds, Series 2022A.

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

EXTRACT OF MINUTES OF MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 834
(STILLWATER AREA PUBLIC SCHOOLS)
WASHINGTON COUNTY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 834 (Stillwater Area Public Schools), Washington County, Minnesota, was duly held in the School District on May 12, 2022, commencing at 6:30 o'clock p.m.

The following members were present:

and the following were absent:

* * *

* * *

* * *

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION AWARDING THE SALE OF GENERAL
OBLIGATION FACILITIES MAINTENANCE BONDS,
SERIES 2022A, IN THE ORIGINAL AGGREGATE PRINCIPAL
AMOUNT OF \$____; FIXING THEIR FORM AND
SPECIFICATIONS; DIRECTING THEIR EXECUTION AND
DELIVERY; AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 834 (Stillwater Area Public Schools), Washington County, Minnesota (the “District”), as follows:

Section 1. Findings, Determinations; Sale of Bonds.

1.01 Background. It is hereby determined that:

(a) On March 31, 2022, the Board approved a resolution (the “Intent Resolution”) stating the intention of the Board to issue and sell its General Obligation Facilities Maintenance Bonds, Series 2022A (the “Bonds”), in the aggregate principal amount not to exceed \$7,395,000, pursuant to Minnesota Statutes, Chapter 475, as amended (the “Act”), and Minnesota Statutes, Section 123B.595, as amended (“Section 123B.595”), to fund the costs of certain facilities and site maintenance projects included in the District’s ten-year facility plan approved by the Commissioner of Education, as well as related financing costs (the “Project”).

(b) Pursuant to the Intent Resolution, the District covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, as amended, which provides for payment by the State of Minnesota of the debt service on the Bonds in the event the District notifies the State of Minnesota of a potential default by the District in the timely payment of the debt service on the Bonds. The District understands that as a result of its covenant to be bound by said provisions, these provisions shall be binding as long as the Bonds remain outstanding.

(c) The District is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale because the District has retained Ehlers and Associates, Inc. (the “Municipal Advisor”) as its independent municipal advisor in connection with the sale of the Bonds. The actions of the District staff and the Municipal Advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of [Purchaser][, as syndicate manager] (the “Purchaser”), to purchase the Bonds of the District is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$____ (par amount of the Bonds of \$____, plus original issue premium of \$____, less original issue discount of \$____, less an underwriter’s discount of \$____), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2030	0.00%	2035	0.00%
2031	0.00%	2036	0.00%
2032	0.00%	2037	0.00%
2033	0.00%	2038	0.00%
2034	0.00%		

[*Term Bond]

True interest cost: _____ %

1.03. Purchase Contract. The execution and delivery of a Proposal Form, dated as of May 12, 2022 (the “Purchase Agreement”), between the District and the Purchaser, is hereby ratified and confirmed in the form set forth in EXHIBIT A to this resolution (the “Resolution”). The Bonds shall be issued and delivered in accordance with the terms and conditions of the Purchase Agreement and this Resolution. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Treasurer in consultation with the Municipal Advisor. The Treasurer is directed to receive and retain the good faith payment of the Purchaser, pending completion of the sale of the Bonds.

1.04. Terms and Principal Amounts of the Bonds. The District shall forthwith issue and sell the Bonds pursuant to the Act and Section 123B.595, in the total principal amount of \$_____, originally dated June 2, 2022, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2030	\$0.00	2035	\$0.00
2031	\$0.00	2036	\$0.00
2032	\$0.00	2037	\$0.00
2033	\$0.00	2038	\$0.00
2034	\$0.00		

*[*Term Bond]*

1.05. Schedule of Maturities. In order to satisfy the requirements of Section 475.54, subdivisions 1 and 2, of the Act, the Director of Finance and Operations has combined the maturities of the Bonds with the outstanding maturities of one or more designated general obligation bond issues of the District.

1.06. Optional Redemption. The District may elect on February 1, 2030, and on any day thereafter to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the District and in such manner as the District shall determine. If less than all Bonds of a maturity are called for optional redemption, the District shall notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the date of optional redemption.

1.07 Mandatory Sinking Fund Redemptions; Term Bonds. The Bonds maturing on February 1, 20____, shall hereinafter be referred to collectively as the “Term Bonds.” The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Mandatory Sinking Fund Redemptions

<u>February 1, 20 Term Bond</u>	
<u>Year</u>	<u>Principal Amount</u>

* Maturity

The principal amount of Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the District shall determine.]

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds shall be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond shall be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond shall be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond shall be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2023, to the registered owners of record thereof as of the close of business on the fifteenth day immediately preceding each interest payment date, whether or not such day is a business day.

2.03. Registration. The District shall appoint a bond registrar (the “Registrar”), authenticating agent (the “Authenticating Agent”), and paying agent (the “Paying Agent”). Except as specifically provided otherwise in Section 7 hereof, the effect of registration and the rights and duties of the District and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register (the “Bond Register”) in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name a Bond is registered in the Bond Register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees, and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen, or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost the Registrar shall deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Registrar evidence satisfactory to it that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the District and the Registrar must be named as obligees. Bonds so surrendered to the Registrar shall be cancelled by the Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in whole in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed shall be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the Bond Register and, if publication of the notice of redemption is required by law, by publishing the notice of redemption as required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, shall not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption shall cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar, Paying Agent, and Authenticating Agent. The District appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. The Board Chair and the Clerk are authorized to execute and deliver, on behalf of the District, a contract with Bond Trust Services Corporation, as the initial Registrar,

Paying Agent, and Authenticating Agent with respect to the Bonds. Upon merger or consolidation of the Registrar, Paying Agent, and Authenticating Agent with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar, Paying Agent, and Authenticating Agent. The District agrees to pay the reasonable and customary charges of the Registrar, Paying Agent, and Authenticating Agent for the services performed. The District reserves the right to remove the Registrar, Paying Agent, or Authenticating Agent upon thirty (30) days' notice and upon the appointment of a successor Registrar, Paying Agent, or Authenticating Agent, in which event the predecessor Registrar, Paying Agent, or Authenticating Agent must deliver all cash and Bonds in its possession to the successor Registrar, Paying Agent, or Authenticating Agent and the Registrar must deliver the Bond Register to the successor Registrar. On or before each principal or interest due date, without further order of the Board, the Treasurer must transmit to the Paying Agent money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Bonds shall be prepared under the direction of the Clerk and executed on behalf of the District by the signatures of the Board Chair and the Clerk, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Authenticating Agent. Certificates of authentication on different Bonds need not be signed by the same representative of the Authenticating Agent. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed, and authenticated the Clerk shall deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds shall be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to accompany each Bond.

Section 4. Payment; Security; Funds; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds shall be payable from the General Obligation Facilities Maintenance Bonds, Series 2022A Debt Service Fund (the "Debt Service Fund") hereby created, and the proceeds of ad valorem taxes hereinafter levied to pay the debt service on the Bonds are hereby pledged to the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Bonds shall be deposited in the Debt Service Fund at least three (3) days prior to each respective interest payment date and principal payment date. There is appropriated to the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The District hereby creates the General Obligation Facilities Maintenance Bonds, Series 2022A Construction Fund (the "Construction Fund"). Proceeds of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the

appropriation, if any, of any portion of the Bonds made in accordance with Section 4.01 hereof) shall be deposited in the Construction Fund and used solely to pay costs of the Project. Any balance remaining in the Construction Fund after completion of the Project may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Bonds for such new use and purpose, or credited to the Debt Service Fund or other District debt service fund, all in accordance with Section 475.65 of the Act.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith and credit and taxing powers of the District are hereby irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Treasurer must pay such principal or interest from the general fund of the District, and the general fund shall be reimbursed for those advances out of the proceeds of the Taxes (as defined below) levied herein, when collected.

4.04. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there are levied direct, annual, irrevocable, ad valorem taxes upon all of the taxable property in the District (the "Taxes"), to be spread upon the tax rolls and collected with and as part of other general taxes of the District. The Taxes shall be credited to the Debt Service Fund above provided and shall be levied in the years and amounts set forth in EXHIBIT C attached to this Resolution and, in the event the Taxes so levied are ever insufficient to pay the principal of and interest on the Bonds, additional Taxes are hereby authorized to be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of the Bonds are outstanding and unpaid, provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by the Act (specifically, Section 475.61 of the Act).

4.05. Debt Service Coverage. It is determined that the estimated collection of Taxes levied in accordance with Section 4.04 hereof shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies herein provided shall be irrevocable until all of the Bonds are paid, provided that at the time the District makes its annual tax levies the Treasurer may certify to the County Auditor/Treasurer of Washington County, Minnesota (the "County Auditor") that the District made an irrevocable appropriation of a specified amount to the Debt Service Fund of money actually on hand or if there is on hand any excess amount in the Debt Service Fund and the County Auditor shall reduce by the amount so certified the amount otherwise to be included in the rolls next thereafter prepared.

4.06. Registration of Resolution. The Clerk is authorized and directed to file a certified copy of this Resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. District Proceedings and Records. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other certificates, affidavits, and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, shall be deemed representations of the District as to the facts stated therein.

5.02. Certification as to Official Statement. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are authorized and directed to certify that they have examined the final Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the final Official Statement is a complete and accurate representation of the facts

and representations made therein as of the date of the final Official Statement and further that said final Official Statement did not (as of the date of the final Official Statement) and does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the final Official Statement is to be used, or which is necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

5.03. Other Certificates. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the District or incumbency of its officers, at the closing the Board Chair, the Clerk, and the Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Payment of Costs of Issuance. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association on the closing date for further distribution as directed by the Municipal Advisor.

5.05. Electronic Signatures. The electronic signatures of the Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, to this Resolution and any document or certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the District thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The District shall comply with all the necessary requirements and take all necessary actions (or decline to take prohibited actions) to ensure that interest on the Bonds shall not be includable in gross income for federal income tax purposes under Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Treasury Regulations promulgated thereunder (the “Regulations”). The District covenants and agrees with the holders from time to time of the Bonds that it shall not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to federal income taxation under the Code and the Regulations, in effect at the time of such actions, and that it shall take or cause its officers, employees, or agents to take all affirmative action within their powers that may be necessary to ensure that such interest shall not become includable in gross income for federal income tax purposes under the Code and applicable Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Continuing Requirements. The District shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code including, without limitation, requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States. The Board Chair, the Clerk, and the Treasurer, being officers of the District charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates, and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the “gross proceeds” of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations. The District covenants and

agrees to retain such records, make such determinations, file such reports and documents, and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement in accordance with one of the spending exceptions set forth in Section 1.148-7 of the Regulations. The District shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

6.03. Not Private Activity Bonds. The District further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be determined to constitute “private activity bonds,” within the meaning of Sections 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder.

6.04. Qualified Tax-Exempt Obligations. The District hereby designates the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the District makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the District designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which shall be issued by the District (and all subordinate entities of the District) during calendar year 2022 shall not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the District during calendar year 2022 shall be designated for purposes of Section 265(b)(3) of the Code.

Section 7. Book-Entry System; Limited Obligation of District.

7.01. DTC. The Bonds shall be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the District, the Registrar, and the Paying Agent shall have no responsibility or obligation to any broker-dealers, banks, and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The District, the Registrar, and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such

Bonds, and for all other purposes. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments shall be valid and effectual to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." shall refer to such new nominee of DTC; and upon receipt of such a notice, the Clerk shall promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The District has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the District with respect to the Bonds shall agree to take all action necessary for all representations of the District in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the District, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the District shall notify DTC, whereupon DTC shall notify the Participants, of the availability through DTC of Bond certificates. In such event the District shall issue, transfer, and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the District shall issue and the Registrar shall authenticate Bond certificates in accordance with this resolution and the provisions hereof shall apply to the transfer, exchange, and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond shall be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. For purposes of this Section, "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Board Chair and Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. District Compliance with Provisions of Continuing Disclosure Certificate. The District hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the District to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Bonds shall cease, except that the pledge of the full faith and credit of the District for the prompt and full

payment of the principal of and interest on the Bonds shall remain in full force and effect. The District may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A
PURCHASE AGREEMENT

EXHIBIT B
FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF WASHINGTON
INDEPENDENT SCHOOL DISTRICT NO. 834
(STILLWATER AREA PUBLIC SCHOOLS)

GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS
SERIES 2022A

No. R-_____ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
0.000%	February 1, 20____	June 2, 2022	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Independent School District No. 834 (Stillwater Area Public Schools), a duly organized and existing school district in Washington County, Minnesota (the “District”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount specified above, on the Maturity Date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable February 1 and August 1 in each year, commencing February 1, 2023, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Registrar, Paying Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

The District may elect on February 1, 2030, and on any date thereafter to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the District and in such order as the District shall determine. If less than all Bonds of a maturity are called for redemption, the District shall notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant shall then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the optional redemption date.

[The Bonds maturing on February 1, 20__, shall hereinafter be referred to collectively as the “Term Bonds.” The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Mandatory Sinking Fund Redemptions

February 1, 20__	Term Bond
Year	Principal Amount

* *Maturity*

The principal amount of Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bond credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the District shall determine.]

This Bond is one of an issue in the aggregate principal amount of \$_____ all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the School Board of the District (the “Board”) on May 12, 2022 (the “Resolution”), for the purpose of providing money to aid in financing certain facilities and site maintenance projects which are included in the District’s ten-year facilities maintenance plan, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 123B.595, as amended. The principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the District are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the District in the event of any deficiency of ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The Board has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), relating to the disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

The District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, as amended, and to guarantee the payments of the principal of and interest on this Bond when due, pursuant to said statute.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the District shall cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the

same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed preliminary to and in the issuance of this Bond in order to make this Bond a valid and binding general obligation of the District in accordance with its terms, have been done, do exist, have happened, and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 834 (Stillwater Area Public Schools), Washington County, Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Board Chair and Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: June ___, 2022

**INDEPENDENT SCHOOL DISTRICT NO. 834
(STILLWATER AREA PUBLIC SCHOOLS),
WASHINGTON COUNTY, MINNESOTA**

(Facsimile)
Board Chair

(Facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Its Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not transfer this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert federal identification or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
June __, 2022	Cede & Co. Federal ID #13-2555119	

EXHIBIT C
TAX LEVY SCHEDULE

STATE OF MINNESOTA)
)
)
 COUNTY OF WASHINGTON)
)
)
 INDEPENDENT SCHOOL)
 DISTRICT NO. 834)

I, the undersigned, being the duly qualified Clerk of Independent School District No. 834 (Stillwater Area Public Schools), Washington County, Minnesota (the “District”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the School Board of the District held on the date specified above, with the original minutes on file in my office, and the extract is a full, true, and correct copy of the minutes insofar as they relate to the issuance and sale of the District’s General Obligation Facilities Maintenance Bonds, Series 2022A, in the original aggregate principal amount of \$_____.

WITNESS My hand officially as such Clerk this _____ day of May, 2022.

 Clerk of the School Board
 Independent School District No. 834
 (Stillwater Area Public Schools), Washington County,
 Minnesota



Agenda Item XI.B.
Date Prepared: April 22, 2022
ISD 834 Board Meeting

Consent Report: Resolution Approving NE Metro 916 Long Term Facility Maintenance Budget

Meeting Date: May 12, 2022

Contact Person: Mark Drommerhausen, Director of Operations

Summary:

To qualify for long term facility maintenance revenue a school board must adopt a budget as required by State Statute 123B.595.

State Statute 123B.595 Subdivision 3. states that upon approval through the adoption of the resolution by each member district or other cooperative units under section 123A.24, Subdivision 2, and the approval of the commissioner of education, a school district may include in its authority under this section a proportionate share of the long term maintenance costs of the intermediate district.

The proportionate share of costs is based on a blended rate. Half of the rate is determined by the LTFM budget times net tax capacity ratio (district/total) and the other half is LTFM budget times the ratio of ADM utilization (district/total).

Attachments: Resolution
LTFM Expenditure form

Recommendation:

A motion and a second to approve the NE Metro 916 Long Term Facility Maintenance Budget 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 \$100,000.

REQUESTED BY: Mark Drommerhausen, Director of Operations

DATE: May 12, 2022

DESCRIPTION OF REQUEST

State Statute 123B.595 Subdivision 3. states that upon approval through the adoption of the resolution by each member district or other cooperative units under section 123A.24, Subdivision 2, and the approval of the commissioner of education, a school district may include in its authority under this section a proportionate share of the long term maintenance costs of the intermediate district. The total FY 2023 member school districts cost is \$277,298.00.

FINANCIAL IMPACT

Budget(s) Impacted: \$26,990.00 Long-Term Facilities Maintenance Budget

Is This a One-Time Expenditure?

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

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

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

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

☒ **Yes** List Source(s): Long-Term Facilities Maintenance

☐ **No**

PROGRESS MONITORING

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 834
(Stillwater)
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a School Board meeting of School District No. 834, State of Minnesota, was held on _____(date), at _____(time), for the purpose, in part, of approving the FY 2024 Long-Term Facility Maintenance budget and authorizing the inclusion of a proportionate share of Northeast Metro 916 Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance.

Member _____ introduced the following resolution and moved its adoption:

Resolution approving Northeast Metro 916 Intermediate School District's long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of those projects in the district's application for fiscal year (FY) 2024 long-term facility maintenance revenue.

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

1. The school board of Northeast Metro 916 Intermediate School District has approved a long-term facility maintenance program budget for its facilities for the 2023-2024 school year (Pay 2023 Levy) in the amount of \$277,298.00 of which School District No. 834's proportionate share is \$26,990.00 for pay as you go projects. The various components of this program budget are attached hereto and are incorporated herein by reference. Said budget is hereby approved.
2. Minnesota Statutes, Section 123B.53, subdivision 1, as amended, provides that if an intermediate school district's long-term facility maintenance budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district program in its long-term facility maintenance revenue application.
3. The proportionate share of the costs of the intermediate school district's long-term facility maintenance program for each member school district to be included in its application shall be determined by utilizing a blended rate where 25% of the rate is determined by multiplying the total cost of the intermediate school district long-term facility maintenance times the ratio of the member school district's net tax capacity to the total net tax capacity of the intermediate school district and 75% of the rate is determined by multiplying the total cost of the intermediate school district long-term facility maintenance times the ratio of ADM utilization by district to the total ADM utilization. The inclusion of this proportionate share in the district's long-term facility

maintenance revenue application for fiscal year 2024 is hereby approved, subject to approval by the Commissioner of Education. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and, upon vote being taken thereon, the following voted in favor thereof:

And the following voted against:

WHEREUPON said resolution was approved and adopted by the school board of School District No. 834.

STATE OF MINNESOTA

COUNTY OF _____

I, the undersigned, being the duly qualified and acting Clerk of School District No. 834, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of Independent School District No. 834 held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Northeast Metro 916 Intermediate School District's long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of the School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk on _____(date).

Clerk
Independent School District No. 834



Division of School Finance
1500 Highway 35 West
Roseville, MN 55113-4265

Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only

ED - 02478-07

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.		Enter Information		Fiscal Year (FY) Ending June 30										
District Name:	District Number:	Date:	Email:	2022 (base year)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
District Name: Northeast Metro 916 Intermediate School District														
District Number: 916														
District Contact Name: Mark Kumlien														
Contact Phone #: 651-415-5650														
Expenditure Categories														
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.														
Finance Code Category (1)														
347	Physical Hazards	\$16,650	\$20,650	\$38,650	\$33,650	\$38,650	\$33,650	\$38,650	\$33,650	\$38,650	\$33,650	\$38,650	\$33,650	\$46,150
349	Other Hazardous Materials	\$8,500	\$8,500	\$11,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$12,500
352	Environmental Health and Safety Management	\$60,800	\$60,800	\$81,148	\$94,800	\$95,800	\$95,800	\$95,800	\$96,800	\$97,800	\$98,800	\$99,800	\$100,800	\$109,300
358	Asbestos Removal and Encapsulation	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
363	Fire Safety	\$20,450	\$20,250	\$26,300	\$23,050	\$24,100	\$24,600	\$24,600	\$24,600	\$24,600	\$24,600	\$24,600	\$24,600	\$31,300
366	Indoor Air Quality	\$7,500	\$7,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$22,500
Total Health and Safety Capital Projects														
		\$115,800	\$117,700	\$170,058	\$177,500	\$185,550	\$188,050	\$188,050	\$188,050	\$188,050	\$188,050	\$188,050	\$188,050	\$216,250
Health and Safety - Projects costing \$100,000 or more per Project/Year														
Finance Code Category (2)														
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Health and Safety Capital Projects \$100,000 or More														
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151														
Finance Code Category (3)														
355	Remodeling for prekindergarten (pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Remodeling for Approved Voluntary Pre-K Projects														
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility														
Finance Code Category (4)														
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Accessibility Projects														
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects														
Finance Code Category (5)														
368	Building Envelope	\$10,500	\$10,500	\$21,500	\$21,500	\$21,500	\$21,500	\$21,500	\$196,500	\$196,500	\$21,500	\$21,500	\$21,500	\$28,500
369	Building Hardware and Equipment	\$0	\$0	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
370	Electrical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
379	Interior Surfaces	\$78,200	\$4,800	\$27,700	\$62,700	\$97,700	\$72,700	\$72,700	\$72,700	\$72,700	\$97,700	\$117,700	\$97,700	\$73,700
380	Mechanical Systems	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
381	Plumbing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
382	Professional Services and Salary	\$12,000	\$12,000	\$0	\$0	\$0	\$0	\$0	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$17,000
383	Roof Systems	\$12,000	\$12,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$15,000
384	Site Projects	\$6,000	\$6,000	\$15,000	\$35,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Total Deferred Capital Expenditures and Maintenance														
		\$56,700	\$33,300	\$107,200	\$154,200	\$152,200	\$152,200	\$152,200	\$252,200	\$252,200	\$187,200	\$187,200	\$187,200	\$352,200
Fund Balance Section														
Fund 01														
Beginning Fund Balance 01-067-XX														
		\$11,038	\$438	\$126,736	\$181,138	\$187,188	\$201,688	\$201,688	\$201,688	\$201,688	\$201,688	\$201,688	\$201,688	\$201,688
LTFM Fiscal Year Revenue - Levy														
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Fiscal Year Revenue - AID If Applicable														
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Fiscal Year Revenue - Other														
		\$142,000	\$277,298	\$331,700	\$337,750	\$432,250	\$483,650	\$483,650	\$483,650	\$483,650	\$483,650	\$483,650	\$483,650	\$550,750
LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)														
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)														
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT if applicable - Special Legislation FY 20 and FY 21														
		\$172,000	\$151,000	\$377,298	\$331,700	\$337,250	\$432,250	\$483,650	\$483,650	\$483,650	\$483,650	\$483,650	\$483,650	\$550,750
LTFM Estimated Fiscal Year Expenditures														
		\$438	\$326,736	\$387,138	\$387,188	\$387,188	\$387,188	\$387,188	\$387,188	\$387,188	\$387,188	\$387,188	\$387,188	\$387,188
Ending Fiscal Year Fund Balance 01-067-XX														
		\$438	\$326,736	\$387,138	\$387,188	\$387,188	\$387,188	\$387,188	\$387,188	\$387,188	\$387,188	\$387,188	\$387,188	\$387,188

General Information and Instructions: Please read the **Instructions for Completion** on the **Instructions** tab before completing this report.

District Name:	Name of Person Completing this Report:	Title:	
Northeast Metro 916 Intermediate School District	Mark Kumlien	Director of Finance	
Telephone Number:	Email Address:		Date Submitted:
651-415-5650	mkumlien@916schools.org		

Long-Term Facilities Maintenance (LTFM) Revenue amounts to be Allocated to member School Districts for Fiscal Year (FY) 2024

[illegible]

Notes - Allocation method agreed to by member districts:

Blended rate: Net Taxing Capacity and ADM Utilization



Agenda Item: XI.C.
Date Prepared: May 12, 2022
ISD 834 Board Meeting

Agenda Item: District Wide One to One Device Purchase
Meeting Date: May 12, 2022
Contact Person: John Perry, Director of Learning Technology and Design Systems

Background

Mr. John Perry is requesting funds totaling \$2,254,725.45 to administer a district-wide one-to-one device program. In 2021, the ISD#834 community approved a capital projects technology levy that included implementation of a program that assigns a learning device to every student. Current district devices will be assigned to students in elementary classrooms. Newly purchased devices will be assigned to students in grades 6-12 starting in the 2022-2023 school year. These devices will be used to access learning resources and administer standardized assessments.

Location(s): District Wide

Project Name: District Wide One to One Device Program

Fund: Capital Projects Technology Levy

Recommendation:

A motion and a second to approve the District Wide One to One Device Purchase 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 \$100,000.

REQUESTED BY: John Perry

DATE: 05/12/2022

DESCRIPTION OF REQUEST

School board approval for funding of the district's one to one device program for students under the capital projects technology levy for the first 3 years.

FINANCIAL IMPACT

Total Cost: \$2,254,725.45 *(includes financing)*

Year 1: \$751,575.15, **Year 2:** \$751,575.15 **Year 3:** \$751,575.15

Budget(s) Impacted: Capital Projects Technology Levy

Is This a One-Time Expenditure?

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

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

☐ **No**, it will need to be funded for Fiscal Years _____ as long as the numbers support the need.

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

☒ **Yes** List Source(s): Capital Projects Technology Levy

☐ **No**

PROGRESS MONITORING



Vivacity Tech PBC
641 Fairview Ave #150
Saint Paul, MN 55104
877-731-2069

Quote# **QU-223449**
Expires: 05/06/2022

Project Name
(5,000) Lenovo 500e G3

PREPARED FOR	SALES REPRESENTATIVE
John Perry perryj@stillwaterschools.org Stillwater Area Public SD	John Buyse Regional Sales Manager - West 877-731-2069 x 120 jbuyse@vivacitytech.com

FLYER	PRODUCT	DESCRIPTION	QTY	PRICE	TOTAL
	Lenovo 500e G3 Notebook (82JCS07U00)	• 11.6" HD (1366x768), LCD Display • Intel Celeron N5100 Processor • 8GB Memory; 64GB Storage • No WFC • Stylus • I/O: 1 USB Type-C	5000	\$435.61	\$2,178,050.00
	Google Chrome OS Education License (CROSSWDISEDUNEW)	• Track assets • Pre-install and block apps • Create user groups • Control user access • Configure network access • Customize user features	5000		\$0.00
Download	Vivacity Tech Green Shipping Service (FEE- GRNSH)	• Custom Green Ship Box • Sturdy Cardboard Construction • Double Corrugation • Plastic Handles for Durability and Weight Distribution • Separate Housing for Power Adapters	1		\$0.00
	Vivacity Tech White Glove Service (SVC-WG)	• Upgrade all Chromebooks to the latest stable version of Chrome OS • Enroll into the customers' Google Apps domain • Power on and inspect for physical damage or blemishes • Inspect for hardware and/or software errors	5000		\$0.00
	Vivacity Tech Asset Tagging Service - Customer Provided (SVC-CS-ATAG)	• Vivacity Tech Asset Tagging Service • Asset Tags Provided by the Customer	5000		\$0.00
	Vivacity Tech Professional Services (SVC-PRO)	MAC address capture	5000		\$0.00

FLYER	PRODUCT	DESCRIPTION	QTY	PRICE	TOTAL
	LocknCharge FUYL Tower15 Charging Locker- USB-A& Outlet (LNC3-10439)	• Smart locker • Lockable (PIN or RFID) • Includes 3 year of LocknCharge Cloud software • Charging locker that holds 15 devices • Floor standing	7	0	\$0.00
	Vivacity Tech 36-Unit Smart Cart (VTCART-C36-BK)	• 36-Unit Locking and Charging Cart • All-Steel Construction for Durability • Cable Management Bar • 4" Non-Marring Casters • Non-Slip Top for Accessories • Cycle Timer for Intelligent Charging • Dimensions: 20.9"W x 21.3"D x 42.4"H (without handle) • 5-Year Mechanical and Electrical Warranty	111		\$0.00
	Vivacity Tech Pre-Wiring Service (SVC-WIRE)	• Charging cart will be pre-wired by Vivacity Tech certified technicians using wiring best practices for proper heat dissipation	111		\$0.00

Credit Card Payments are Subject to an Additional 3% Fee.

Contract
NCPA (SYNNEX NCPA 01-97)

Sub Total \$2,178,050.00

Shipping 0

Tax 0

Grand Total \$2,178,050.00

Pricing provided on Quotes expires on the expiration date stated on each Quote or while supplies last. If pricing is no longer accurate at the time of purchase your dedicated Account Manager will work with you to create an updated Quote.

We're excited about this opportunity to work with you and your school district. If you have questions or concerns, please check with your dedicated Account Manager listed on this quote, or contact our Sales Team at **(877) 731-2069 option 1** or **sales@vivacitytech.com**.

Vivacity Tech is the first Public Benefit Corporation to provide hardware technology to schools, as such we are required to give back a portion of our profits to schools for technology purposes. We believe we have a responsibility to ensure our nation's students succeed. Our efforts go far beyond selling products and begin with our team forming long-lasting partnerships focused on school districts' success.



Stillwater
AREA PUBLIC SCHOOLS

District-Wide 1-to-1 Device Purchase

Presented to the School Board
May 12, 2022

Technology Levy

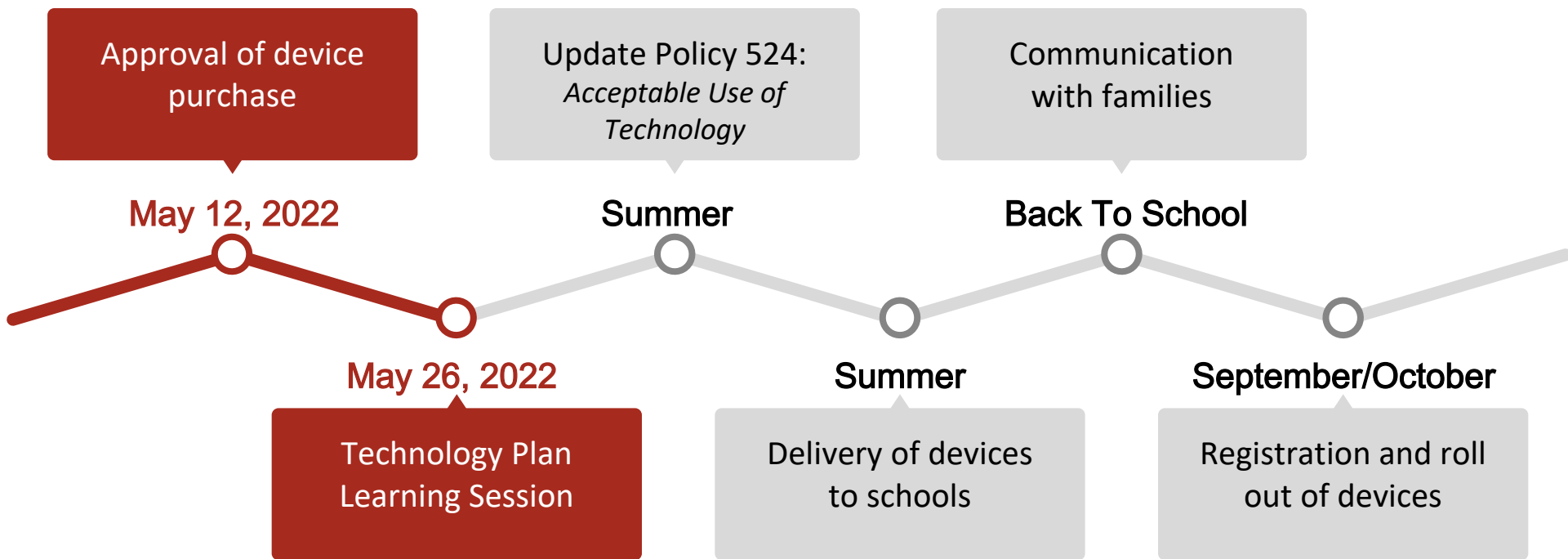
Approved by voters to provide:

- Technology for classrooms
- Devices for students, teachers
\$751,575.15/annually for 3 years
- Technology support staff
- Dedicated funding source for technology



\$4.7 million
annually to support
technology funding

1-to-1 Device Implementation Timeline



NOTE: Technology levy dollars available
July 1, 2022

Next Steps: May 26 Learning Sessions

- Review Learning & Innovation Technology Plan for 2022-2025
 - Fully Supported Technology
 - Regular and Reliable Technology Access
 - Unified Experience for Teaching and Learning
 - Anytime Anywhere Learning
 - Safe and Secure Learning





Agenda Item: XI.D.
Date Prepared: May 3, 2022
ISD 834 Board Meeting

Report for Information: Final Reading Policy 202 – School Board Officers
Meeting Date: May 12, 2022
Contact Person: Dr. Jennifer Cherry, Assistant Superintendent

Background:

The 2022 Policy Working Group will be presenting the School Board Officers Policy 202 for a final reading.

Policy 202 has not been revised since its second reading.

Policy 201.8 is redundant with Policy 202 and will be asked to be revoked when Policy 202 is approved

Included: A newly developed document of responsibilities of school board officers

Recommendation:

A motion and a second to approve Policy 202 – School Board Officers will be requested.

Motion by: _____ Second by: _____ Vote: _____

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
School Board Officers	202	Adopted: 07-12-2018	2-Year

I. PURPOSE

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

II. GENERAL STATEMENT OF POLICY

- A. The school board shall meet annually and organize by selecting a chair, a vice chair, a clerk, and a treasurer.
- B. The superintendent shall serve as an ex officio, non-voting member of the school board.

III. ORGANIZATION

The school board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a vice chair, a clerk, and a treasurer. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The responsibilities of clerk and treasurer may be delegated to District staff.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person.

IV. OFFICER'S RESPONSIBILITIES

A. Chair

The Chair has the following duties and responsibilities:

1. Presides at all meetings of the school board, countersign all orders upon the treasurer for claims allowed by the school board, represent the school district in all actions, and perform all duties a chair usually performs.
2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the order.

~~e. Exercises his/her duties under the state law, including but not limited to, the authorization for payment of claims as required by law.~~

- ~~d. Represents the district in all actions and performs all the duties usually incumbent on such officer.~~
- ~~e. Provides leadership to the Board and ensures the faithful execution of the Board's processes, exercises interpretive responsibilities with integrity, reflects the spirit and intent of the Board's policies.~~
- ~~f. Monitors Board actions to assure that they are consistent with the Board's own rules and policies and with other obligations imposed by agencies whose authority supersedes the board's own authority;~~
- ~~g. Conducts Board meetings using the authority normally vested in the Chair as described in Minnesota Statute and Robert's Rules of Order;~~
- ~~h. Ensures that deliberations are fair, open, productive, efficient and orderly and that only Board matters are discussed;~~
- ~~i. Leads periodic Board self assessments to ensure continuous process improvement.~~
- ~~j. Facilitates the annual transition of Board officers.~~
- ~~k. Makes interpretive decisions of Board policies using reasonable judgment.~~
- ~~l. Compiles and facilitates the Board's annual evaluation of the Superintendent.~~
- ~~m. Represents the Board as its official spokesperson about issues decided by the Board and other matters related to official board business.~~
- ~~n. Delegates authority, when appropriate, to other Board members.~~
- ~~o. Executes all documents authorized by the Board, except as otherwise provided by law or board action.~~
- ~~p. Appoints Board members, annually, to Board working groups and liaison assignments.~~
- ~~q. Taking into consideration agenda items proposed by Board members, works in concert with the Superintendent to develop proposed Board meeting agendas consistent with the Board's annual calendar.~~

~~3. The Chair is not authorized to:~~

- ~~a. Exercise any authority as an individual to supervise or direct the Superintendent.~~

B. Vice-Chair

~~The Vice-Chair has the following authority and duties:~~

- 1. Serves, with all the power and duties, in the absence of the Chair.
- ~~Assists Chair as requested in the execution of Chair responsibilities.~~

C. Treasurer

The Treasurer has the following duties:

- 1. The treasurer shall deposit the funds of the school district in the official depository.
- 2. The treasurer shall make all reports which may be called for by the school board and perform all duties a treasurer usually performs.
- 3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with Minn. Stat. § 123B.12.

- ~~a. Enters and maintains the records of itemized counts of all expenses of the district~~
- ~~b. Annually reviews superintendent's contract to ascertain status on compensation and~~
- ~~c. Reviews district expenses against the budget.~~
- ~~d. Serves on the Finance Board working group.~~

D. Clerk

1. The clerk shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk shall notify all persons elected of their election.
3. On or before September 15 of each year, the clerk shall:
 - a. file with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
 - b. make and transmit to the commissioner certified reports, showing:
 - 1) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;
 - 2) length of school term and enrollment and attendance by grades; and
 - 3) other items of information as called for by the commissioner.
4. The clerk shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
5. The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.
6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.

~~1. The Clerk has the following duties:~~

- ~~a. The clerk shall keep a record of all meetings in the books provided.~~
- ~~2. On or before September 15 of each year, the clerk shall:~~
 - ~~a. file with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.~~
 - ~~b. make and transmit to the commissioner certified reports, showing:~~
 - ~~1) revenues and expenditures in detail, and such other financial information — required by law, rule, or as may be called for by the commissioner;~~
 - ~~2) length of school term and enrollment and attendance by grades; and~~
 - ~~3) other items of information as called for by the commissioner.~~
- ~~3. The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.~~
- ~~4. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.~~
- ~~5. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.~~
- ~~6. The clerk shall perform the duties of the chair in the event of the chair's and the vice chair's temporary absences.~~
- ~~7. Signs documents as required.~~
- ~~8. The clerk shall perform any other record keeping and accounting as prescribed by state law.~~
- ~~9. Serves on the Board's Policy working group.~~

E. Superintendent

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
 - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;
 - b. recommend to the school board employment and dismissal of teachers;
 - c. annually evaluate each school principal assigned responsibility for supervising a school building within the district;
 - d. superintend school grading practices and examinations for promotions;
 - e. make reports required by the commissioner; and
 - f. perform other duties prescribed by the school board.

Legal References: Minn. Stat. § 123B.12 (Finance)
Minn. Stat. § 123B.14 (Officers)
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 126C.17 (Referendum Revenue)
Minn. Stat. Ch. 205A (School District Elections)



Responsibilities of School Board Officers to Accompany Policy 202 – School Board Officers

Review Cycle: To be reviewed in accordance with Policy 202.

Adopted:

School Board Duties (see policy 201)

- Hires and conducts evaluations of the superintendent
- Executes oversight of human, financial, and facility resources
- Sets policy
- Set School Board Operating Procedures
- Sets parameters for collective bargaining
- Serves as a bridge to the community and advocates for the district's public schools

Chair Duties

Minnesota statute 123b.14 Sub 2 & 4 describes some duties for the school board chair. In addition, chair duties include the following:

- Monitors Board actions to ensure that they are consistent with the Board's own rules and policies and with other obligations imposed by agencies whose authority supersedes the board's own authority (see policy 201)
- Conducts Board meetings using the authority normally vested in the Chair as described in Minnesota Statute and Robert's Rules of Order (see policy 203 & 203.1)
- Ensures that deliberations are fair, open, productive, efficient, and orderly, and that only Board matters are discussed (see policy 203 & 203.1)
- Leads periodic Board self-assessments to ensure continuous process improvement (see policy 212)
- Compiles and facilitates the Board's annual evaluation of the Superintendent (see policy 302.2 & 304)
- Executes all documents authorized by the Board, except as otherwise provided by law or board action (see policy 202)
- Appoints Board members, annually, to Board committees and liaison assignments (see policy 213)
- Taking into consideration agenda items proposed by Board members, works with the Superintendent to develop proposed Board meeting agendas consistent with the Board's annual calendar (see policy 203.5)
- Works with the entire board to supervise or direct the Superintendent and refrains from acting independently. ~~Is careful not to act as an individual to supervise or direct the Superintendent~~ (see policy 201)

Vice Chair Duties

The position of vice chair does not appear in statute. The Stillwater School Board has traditionally functioned with a vice chair. The duties include the following:

- Performs chair duties during absence of the chair
- May perform additional duties as assigned by the chair or board

Treasurer Duties

Minnesota statute 123B.14, 123B.12, 123B.26, 271.425 describes duties for the treasurer.

- *The board delegates all duties a treasurer normally performs to the Director of Finance.*
- *Serves on the Finance and Operations Committee (policy 213).*

Clerk Duties

Minnesota statute 123B.14 Sub 7 describes duties for the clerk..

- Working in conjunction with the assistant board clerk, the clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings, open and closed, and other required records of the school board. (see policy 204)

“The persons who perform the duties of the clerk and treasurer need not be members of the board and the board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the Office of Business Affairs.” ([Minn. Stat. 123B.14, sub. 1](#)) In practice, when a single person performs the duties of clerk and treasurer, that person often delegates at least some of the duties to others.

[Historical Chart of Stillwater Officers](#)



Agenda Item: XI.E.
Date Prepared: May 3, 2022
ISD 834 Board Meeting

Report for Information: Final Reading Policy 201.8 – Board Organization
Meeting Date: May 12, 2022
Contact Person: Dr. Jennifer Cherry, Assistant Superintendent

Background:

The 2022 Policy Working Group will be presenting the School Board Officers Policy 201.8 for a final reading.

Policy 201.8 is redundant with Policy 202 – School Board Officers and will be asked to be revoked.

Recommendation:

A motion and a second to revoke Policy 201.8 – Board Organization will be requested.

Motion by: _____ Second by: _____ Vote: _____

BOARD GOVERNANCE PROCESS

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Board Organization and Officers Roles	201.8	Adopted: 08-26-2010 Revised: 08-11-2016 Renumbered: 3-11-2021	Annually

1. The annual organizational meeting of the Board of Education shall be held at the first regular meeting in January. Newly elected Board members shall take the oath of office following the acceptance of the agenda.
2. The election of a Chair, Vice Chair, Clerk and Treasurer for the ensuing year shall then be held. All members are eligible to hold office.
3. Each officer shall be elected by a majority of the members of the Board present. The term of each office shall be for a period of one year. Each officer shall perform the official duties of the office and such other functions as are required by law or designated by the Board. Any officer of the Board may be removed from their officer role by a majority vote of the Board, in accordance with Board Governance Policy 11.0.
4. The members of the Board shall receive a stipend voted upon and approved at the annual organizational meeting.
5. Chair
 - 5.1. The Chair has the following authority and duties:
 - 5.1.1. When present, presides over all meetings of the Board.
 - 5.1.2. Exercises his/her duties under the state law, including but not limited to, the authorization for payment of claims as required by law.
 - 5.1.3. Represents the district in all actions and performs all the duties usually incumbent on such officer.
 - 5.1.4. Provides leadership to the Board and ensures the faithful execution of the Board's processes, exercises interpretive responsibilities with integrity, reflects the spirit and intent of the Board's policies.
 - 5.1.5. Monitors Board actions to assure that they are consistent with the Board's own rules and policies and with other obligations imposed by agencies whose authority supersedes the board's own authority;
 - 5.1.6. Conducts Board meetings using the authority normally vested in the Chair as described in Minnesota Statute and Robert's Rules of Order;

- 5.1.7. Ensures that deliberations are fair, open, productive, efficient and orderly and that only Board matters are discussed;
 - 5.1.8. Leads periodic Board self assessments to ensure continuous process improvement.
 - 5.1.9. Facilitates the annual transition of Board officers.
 - 5.1.10. Makes interpretive decisions of Board policies in the Board Governance Process and Board-Superintendent Relationship sections, using reasonable judgment.
 - 5.1.11. Compiles and facilitates the Board's annual evaluation of the Superintendent.
 - 5.1.12. Represents the Board as its official spokesperson about issues decided by the Board and other matters related to official board business.
 - 5.1.13. Delegates authority, when appropriate, to other Board members but the Chair remains accountable for members' use of delegated authority.
 - 5.1.14. Executes all documents authorized by the Board, except as otherwise provided by law.
 - 5.1.15. Appoints Board members, annually, to Board working groups and liaison assignments.
 - 5.1.16. Taking into consideration agenda items proposed by Board members, works in concert with the Superintendent to develop proposed Board meeting agendas consistent with the Board's annual calendar.
- 5.2. The Chair is not authorized to:
- 5.2.1. Make any interpretive decisions about policies created by the Board in the Results and Superintendent Limitations policy areas. Operational interpretation of these policies is the responsibility of the Superintendent.
 - 5.2.2. Exercise any authority as an individual to supervise or direct the Superintendent.

6. Vice-Chair

- 6.1. The Vice-Chair has the following authority and duties:
 - 6.1.1. Serves, with all the power and duties, in the absence of the Chair.
 - 6.1.2. Assists Chair as requested in the execution of Chair responsibilities.
 - 6.1.3. Serves as official time keeper when open forums occur.

7. Clerk

- 7.1. The Clerk has the following duties:

- 7.1.1. Keeps a record of all Board meetings of the district and the Board.
- 7.1.2. Signs and approves the payment of funds for claims and wages as required by law.
- 7.1.3. Performs such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
 - 7.1.3.1. Notifies, within three days after an election, all persons elected of their election.
- 7.1.4. By September 30 of each year:
 - 7.1.4.1. Furnishes to the auditor of the proper county an attested copy of the Clerk's record, showing the amount of proposed property tax voted by the district or the Board for school purposes.
- 7.1.5. Assures accuracy and completeness of Board meeting minutes.
- 7.1.6. Assures that Board policies are accurately recorded, maintained, posted, and current.
- 7.1.7. Signs documents as required.
- 7.1.8. Serves on the Board's Policy working group.

8. Treasurer

- 8.1. The Treasurer has the following duties:
 - 8.1.1. Deposits funds of the district in the official depository.
 - 8.1.2. Makes all reports which may be called for by the Board and performs all duties usually incumbent on such officer.
 - 8.1.3. In the event there are insufficient funds, claims shall be processed in accordance with state law.
 - 8.1.4. Enters and maintains the records of itemized counts of all expenses of the district
 - 8.1.5. Annually reviews superintendent's contract to ascertain status on compensation and benefits.
 - 8.1.6. Reviews district expenses against the budget.
 - 8.1.7. Serves on the Finance Board working group.



Agenda Item XII. A.
Date Prepared: May 2, 2022
ISD 834 Board Meeting

Report Agenda: Review of 2021-22 Budget Expenditure Update
Meeting Date: May 12, 2022
Contact Person: Dr. John Thein, Director of Finance

Summary:

Enclosed in your packet are documents concerning the 2021-2022 Budget Expenditure Update. The documents in the packet include:

- General Fund Object Expenditure Comparison
 - General Fund Program Code Comparison
 - Revenue Budget 2021-2022
-

Recommendation:

This is a report for information.

General Fund Object Expenditure Comparison

<u>May 1, 2021</u> <u>YTD Expenditures</u>	<u>% of Budget</u>	<u>May 1, 2022</u> <u>YTD Expenditures</u>	<u>% of Budget</u>	<u>Object</u>
\$43,151,024	74.9%	\$42,007,447	71.5%	Salaries
\$19,984,901	77.6%	\$19,408,203	70.7%	Benefits
\$14,060,181	69.0%	\$15,967,968	78.3%	Services
\$ 4,831,651	163.2%	\$ 2,799,034	81.9%	Tech/Sup.
\$ 2,241,676	33.5%	\$ 3,421,208	40.7%	Cap.Out.
\$ 819,588	97.5%	\$ 723,400	100.0%	Loan
<u>\$ 89,171</u>	<u>43.2%</u>	<u>\$ 47,859</u>	<u>24.2%</u>	Dues
\$85,178,196	74.4%	\$84,375,123	70.7%	Totals

Things to Keep in Mind for the 2022 - 23 Budget:

Large Budget Changes in General Fund Revenue & Expense

<u>Expenditures</u>	<u>Amount</u>	<u>Revenue</u>	<u>Amount</u>
Inflations/Surprises	\$ 1,300,000	Enrollment	\$ -250,000
Insurance/Benefits	\$ 1,000,000	Per Pupil	\$ 1,200,000
Operations	\$ 750,000	Referendum	\$ 3,500,000
Settlements	\$ 2,500,000	Surprises	\$ -500,000
Transportation	<u>\$ 1,200,000</u>	Tech. Levy	<u>\$ 2,800,000</u>
Totals	\$6,750,000		\$6,750,000

General Fund Program Code Comparison

<u>May 1, 2021 YTD Expenditures</u>	<u>Difference</u>	<u>May 1, 2022 YTD Expenditures</u>	<u>% of Change</u>	<u>Program Area</u>
\$ 3,348,101	\$ -456,830	\$ 2,891,271	-13.6%	Admin.
\$ 6,333,061	\$ -2,318,980	\$ 4,014,081	-36.6%	Dist. Sup.
\$ 34,686,650	\$ -933,461	\$ 33,753,189	-2.7%	Reg. Inst.
\$ 1,182,745	\$ -15,111	\$ 1,167,634	-1.3%	Vocat. Inst.
\$ 14,810,929	\$ 476,388	\$ 15,287,317	3.2%	Spec. Ed.
\$ 4,469,518	\$ -182,130	\$ 4,287,388	-4.1%	Inst. Sup.
\$ 9,172,149	\$ -499,697	\$ 8,672,452	-5.4%	Pupil Sup.
\$ 10,694,049	\$ 3,144,670	\$ 13,838,719	29.4%	Oper/Main.
<u>\$ 480,989</u>	<u>\$ -17,921</u>	<u>\$ 463,068</u>	<u>-3.7%</u>	Insurance
\$ 85,178,196	\$ -803,073	\$ 84,375,123	-0.9%	Totals

Things to Consider:

- Construction, Capital Outlay & LTFM
- COVID & ESSER Expenditures
- Enrollment
- Inflation
- Negotiations
- Staffing at appropriate levels, Utilities & Substitutes at all levels
- Timing & Spending
- Transportation Contract

Revenue Budget & Percentage Received YTD 2021 - 2022 - May 1, 2022

All Funds

<u>Revenue</u>	<u>Budget</u>	<u>Amount YTD</u>	<u>% YTD</u>
General Fund	\$119,545,137	\$ 74,771,516	62.6%
Food Service	\$ 5,446,382	\$ 4,689,805	86.1%
Community Ed.	\$ 7,113,948	\$ 5,524,137	77.7%
Construction	\$ 1,000	\$ 117,761	117.8%
Debt Service	\$ 9,284,306	\$ 5,289,337	57.0%
Custodial Fund	\$ 15,000	\$ 0	0.0%
Health Insur.	\$ 16,000,000	\$ 13,237,047	82.7%
Dental Insur.	\$ 1,200,000	\$ 864,217	72.0%
OPEB Trust	\$ 0.00	\$ -221,337	0.0%
Student Activity	\$ 190,000	\$ 0	0.0%
Totals	\$158,795,773	\$104,272,483	65.7%

	<u>YTD</u>	<u>Budget</u>
Total Revenue All Funds YTD	\$ 104,272,483	\$158,795,773
Total Expenditures All Funds YTD	\$ 118,018,613	\$160,118,176
Difference	\$ 13,746,130	\$ 1,322,403

83.3% of the budget year completed



Agenda Item: XII.B.
Date Prepared: May 3, 2022
ISD 834 Board Meeting

Report: Professional Development Update

Meeting Date: May 12, 2022

Contact Person: Caleb Drexler Booth, Director of Teaching and Learning

Summary:

This report is an update on the April 15th professional development day. Specific topics of professional learning included: BARR, PLC, Avant (Amigos Unidos), No More Next Time: Responding to Hurtful Language, Impact of Trauma on Learning, Responsive Classroom, Literacy including the Science of Reading, Letterland, and FastBridge, SEL and Mindfulness, Culturally Responsive Teaching, Anxiety, Emotional Regulation, Trauma Informed Practices, Design Thinking: Job-embedded PD and PLC's, FBA/BIB, Sharing by NASA.

Recommendation:

This is a report for information only.



Agenda Item: XII.C.
Date Prepared: May 3, 2022
ISD 834 Board Meeting

Report: Science Curriculum Update

Meeting Date: May 12, 2022

Contact Person: Caleb Drexler Booth, Director of Teaching and Learning

Summary:

This report is an update on the district instructional review of the new science standards. 6th grade teachers will be preparing to implement a new Earth Science focused course in the fall. Implementation of remaining grade levels and courses will occur during the 2023-2024, 2024-2025, and 2025-2026 school years.

Recommendation:

This is a report for information only.

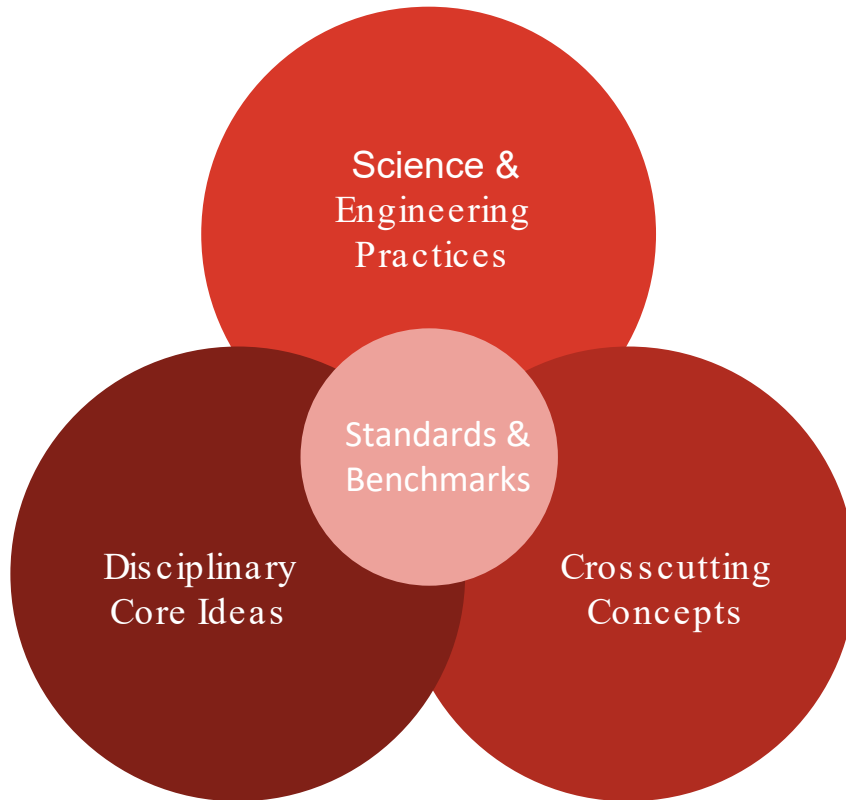


Science Instructional Review

Presented to the School Board

May 12, 2022

Shift in the New MN Standards



Old Version

8.3.3.1.2 Describe how gravity and inertia keep most objects in the solar system in regular and predictable motion.

Shift in the New MN Standards

STRAND

1 Exploring phenomena or engineering problems

SUBSTRAND

1.1 Asking questions and defining problems

CONTENT AREA

ESS: Earth's Place in the Universe

STANDARD

1.1.1 Students will be able to ask questions about aspects of the phenomena they observe, the conclusions they draw from their models or scientific investigations, each other's ideas, and the information they read.

BENCHMARK 6

E.1.1.1.1 Ask questions that arise from observations of patterns in the movement of night sky objects to test the limitations of a solar system model. (P: 1, CC: 1, CI: ESS1)

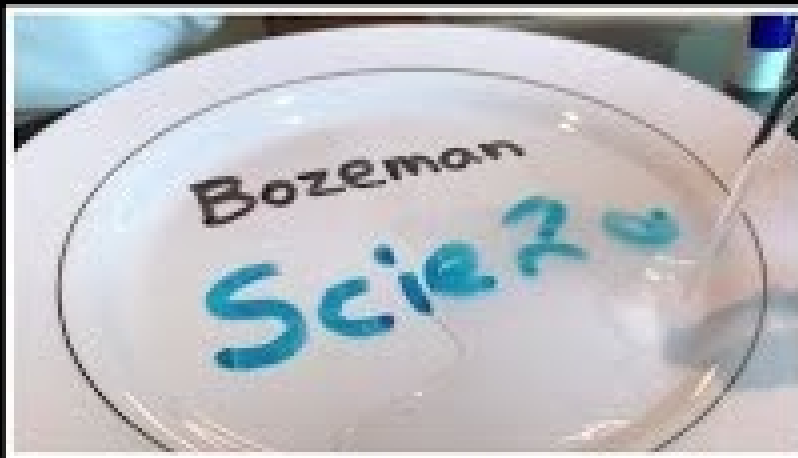
Emphasis is on students questioning the limitations of their own models and questioning the kinds of revisions needed to account for new data. Examples of observations may include the student's own observations or observations made by others. Examples of night sky objects include the Moon, constellations, and planets.

Good Phenomena:

- ✓ Spark curiosity and wonder
- ✓ Address the standards(s)
- ✓ Can be investigated
- ✓ Aren't always phenomenal

HS-PS1-3: Electrical Forces and Bulk Scale Structure

Plan and conduct an investigation to gather evidence to compare the structure of substances at the bulk scale to infer the strength of electrical forces between particles. (Patterns)



Science Implementation Timeline

2022-
2023

2023-
2024

2024-
2025

2024-
2025

Grade 6

Grades 3, 4, 5, 7

Grades K, 1, 2, 8

Grade 9
Environmental/
Earth Science

Biology

Chemistry

Physics

High school
electives



Stillwater
AREA PUBLIC SCHOOLS

Middle School Resources: Open Sci Ed

- Developed and field tested in collaboration with 10 partner states (and Saint Paul Public Schools to align with MN)
- Creative commons license: open-source
- Materials developed in Google Apps
- Includes simulations and data visualizations
- Utilizes standard laboratory equipment
- Middle school ready; Elementary and high school ready 2024
- Online and In-Person Professional Development

LEAP Science & Acceleration

Desired Results

A 6-12 science pathway that allows for:

- Advanced science learning
- Advanced science course-taking
- Flexibility in high school student schedules
- College and career readiness
- Multiple on/off pathways

Possible Creative Solutions

Middle School

- Differentiate in courses
- Create flex/flipped session
- Create on-demand module(s)
- 8th grade science elective

High School

- Create on-demand module(s)



Stillwater
AREA PUBLIC SCHOOLS

Elementary Next Year (Grades K-2; 3-5)

Teacher Committee

Spring/Summer/Fall - Learning Work (with Dr. Donna)

Fall/Winter 2022 - Materials Review & Selection (Gr. 3-5)

Winter/Spring 2023 - Implementation & Professional Development Plan

Grade 3-5 Staff

Fall 2022

- Instructional shifts
- Unpack new standards

Winter/Spring 2023

- Committee feedback loops

Spring/Summer/Fall 2023

- Training & Professional Development

High School

New AP Biology Textbook (Fall 2022)

- AP requires texts under 10 years old

Blended Solutions by Saavas

Integrate new science standards (by 2024-2025)

- Biology, Chemistry, Physics
- New materials

Develop Grade 9 Course (for 2025-2026)

- Environmental Studies: Earth Science



Questions?



Agenda Item: XII.D.
Date Prepared: May 3, 2022
ISD 834 Board Meeting

Report for Information: Second Reading Policy 213 – School Board Committees and Policy 201.9 – Board Working Groups and Meeting Date: May 12, 2022
Contact Person: Dr. Jennifer Cherry, Assistant Superintendent

Background:

The 2022 Policy Working Group will be presenting the School Board Committees Policy 213 and the Board Working Groups Policy 201.9 for a second reading.

Policy 213 has been revised since its first reading on April 28, 2022.

Policy 201.9 is redundant with Policy 213 and will be asked to be revoked at a future meeting

Recommendation:

Input from Board directors and community is requested. This will come back for a second reading at the next business meeting.

SCHOOL BOARD

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
School Board Committees	213	Adopted: 08-09-2018	2 Year

I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees of the school board. ~~The school board has determined that certain permanent standing committees or working groups, as described in this policy, facilitate the operation of the school board and the school district.~~

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school board to designate school board committees when it is determined that a committee process facilitates the mission of the school board. ~~A school board committee or working group will be formed by school board resolution which shall outline the duties and purpose of the committee or working group.~~
- B. A committee ~~or working group~~ is advisory in nature and has only such authority as specified by the school board
- C. The school board will receive reports or recommendations from a committee ~~or working group~~ for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.
- D. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.
- E. ~~A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.~~

III. APPOINTMENT OF COMMITTEES ~~WORKING GROUPS~~

The school board has determined that certain permanent standing committees, as described in this policy, facilitate the operation of the school board and the school district. The school board reserves the right to limit, create or abolish any standing or ad hoc committees for specific purposes as it deems appropriate.

- A. The school board hereby appoints the following ~~standing committees~~ ~~working groups~~:
 1. Policy Review - The Policy Review ~~Committee~~ ~~working group~~, ~~which shall include the Clerk~~, shall

work with the Superintendent and/or designee(s) in the review of District policies. The group shall recommend proposed changes to the entire Board, for consideration and approval.

2. Finance and Operations - The Finance and Operations ~~Committee working group~~, which shall include the Treasurer, shall work with the Superintendent and/or designee(s) in matters relative to the district's finances and operations. This working group shall provide consultation and perspective regarding district financial decisions before presentation to the entire Board.

B. The school board hereby appoints the following ad hoc committees:

1. ~~Personnel – The Personnel working group shall work with the Superintendent and/or designee(s) on issues related to personnel. This group shall provide consultation and perspective relative to district personnel issues and shall represent the entire Board on grievance issues.~~

2. Legislative – The Legislative ~~Committee working group~~ shall work with the Superintendent and/or designee(s) to develop a district specific legislative platform regarding legislative issues. This group shall advocate for the board's approved legislative platform and monitor legislation that impacts the education of students while the legislature is in session. The committee ~~and~~ shall provide updates to the entire Board regarding issues that affect the District. It is the responsibility of every board member to advocate for legislation that supports the education of our students.

3. Community Engagement - The Community Engagement ~~Committee working group~~ shall convene at the request of the board after they are given a clear mission and parameters for community engagement work assigned. ~~work with the superintendent and manager of community engagement and/or designee(s) to provide opportunities to engage residents in conversations about the school district. The group will help to determine engagement topics, identify key audiences, and plan various opportunities (both in person and online) to gather community feedback.~~ The ~~committee working group~~ recommendations will then be presented ~~ed~~ their work to the entire board and discuss the results.

C. The school board chair shall appoint the members and designate the chair of each ~~committee working group~~.

D. The school board will approve, by resolution, for each ~~committee working group~~, the members, the term and the charge or mission of each such committee.

E. ~~The working group chair shall report the actions of the school board working group at the next business meeting.~~

F. ~~The authority of a working group of the school board is advisory only and is limited to making recommendations to the school board, unless otherwise established by action of the School Board.~~

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of standing or ad hoc committees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A standing or ad hoc committee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a standing or ad hoc committee shall be by majority vote and be consistent with the governing rules of the school board.

D. The standing or ad hoc committee shall designate a secretary who will record the minutes of actions of the school board committee.

- E. The power of a standing or ad hoc committee of the school board is advisory only and is limited to making recommendations to the school board.
- F. A standing or ad hoc committee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

BOARD GOVERNANCE PROCESS

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Board Working Groups	201.9	Adopted: 08-26-2010 Revised: 08-11-2016 Renumbered: 3-11-2021	Annually

1. Board Working Groups

1.1. The Board may create working groups if they are deemed helpful to assist the Board in the performance of its responsibilities. If working groups are established, they shall be used exclusively to support the work of the Board.

1.2. Board working groups and other such entities, by whatever name created by the Board, shall not be used to oversee the staff. Working groups customarily shall prepare recommendations for Board consideration.

1.3. Board working groups may not speak or make decisions on behalf of the Board unless specifically authorized by the Board. The responsibilities and authority of all Board working groups are carefully stated in this policy to assure that members fully understand their duties and extent of authority, and to assure that committee work shall not usurp or conflict with the Board's own authority or conflict with authority delegated to the Superintendent.

1.4. Board established working groups are as follows:

1.4.1. Policy Review - The Policy Review working group, which shall include the Clerk, shall work with the Superintendent and/or designee(s) in the review of District policies. The group shall submit proposed changes to the entire Board, for approval.

1.4.2. Finance and Operations - The Finance and Operations working group, which shall include the Treasurer, shall work with the Superintendent and/or designee(s) in matters relative to the district's finances and operations. This working group shall provide consultation and perspective regarding district financial decisions before presentation to the entire Board.

1.4.3. Personnel - The Personnel working group shall work with the Superintendent and/or designee(s) on issues related to personnel. This group shall provide consultation and perspective relative to district personnel issues and shall represent the entire Board on grievance issues.

1.4.4. Legislative - The Legislative working group shall work with the Superintendent and/or designee(s) regarding legislative issues. This group shall advocate for and monitor legislation that impacts the education of students and shall provide updates to the entire Board regarding issues that affect the District.



Agenda Item: Adjournment
Meeting Date: May 12, 2022
Contact Person: School Board Chair

Agenda Item XIII. A.
Date Prepared: May 5, 2022
ISD 834 Board Meeting

The meeting must formally adjourn.



Stillwater School Board
Finance & Operations Meeting Notes
May 4, 2022

Attendees: Malinda Lansfeldt, Mark Drommerhausen, John Thein, John Perry, Linda Moncrief, Beverly Petrie, Pete Kelzenberg, Alison Sherman, Joan Hurley

I. Chromebooks 1-1 program

J. Perry presented information on a proposed purchase of Chromebooks that will bolster the district's one-to-one device program. This will be presented as an action item at the upcoming board meeting.

II. PowerSchool contract renewal

J. Perry presented information on a \$166,399 renewal of the district's annual contract to provide PowerSchool student information services, which will be submitted to the board at its next meeting.

III. NE Metro 916 District Long Term Facility Maintenance

M. Drommerhausen reported that the District 834 share of the annual Long Term Facility Maintenance costs for NE Metro 916 will be \$26,990. This will require approval at the next board meeting.

IV. Contract Renewal for Upper Lakes Foods

M. Drommerhausen presented a contract renewal for Upper Lakes Foods Inc., which is the vendor chosen by a consortium of 8 school districts, including Stillwater, which act together to be able to reduce food costs. The board will be asked to approve it at its next meeting.

V. Waste Management one-year renewal

M. Drommerhausen shared that our current solid waste and recycling services contract is with Waste Management of MN Inc. The current contract expires on June 30, 2022 and offers two one year extensions for the service and pricing. Waste Management of Minnesota, Inc. has provided solid waste and recycling services for the District for more than eighteen years and has proven to be a responsible partner to dispose of trash and process the recyclables created in our schools. Extending the contract will maintain current disposal rates for trash and recycling services for an additional year.

Respectfully submitted by Beverly Petrie



Stillwater School Board
Policy Meeting Notes
May 4, 2022

Present: Katie Hockert, Bev Petrie, Annie Porbeni, Jennifer Cherry, Malinda Lansfeldt, Joan Hurley, Cindy Gustafson

Agenda

- Continue review of policies from last meeting

Highlights of Discussion

- Update on 4/28/22 Learning Session on Transportation re: Bussing
 - No directive for policy change yet but potentially at a later date
- Policy 202: School Board Officers reviewed comments from second reading
 - Reworked wording on new orientation document per feedback
 - No changes made to policy wording
 - Moving to board to take action on 202 at next meeting on 5/12/22
 - 201.8 is redundant with 202 and will move to action for revocation on 5/12/22
- Policy 213: School Board Committees reviewed comments from first reading
 - Discussed personnel committee feedback. No change made to policy but potential change to board level grievance procedures to be proposed for second reading.
 - Added back language to include treasurer on the finance and operations committee per board feedback.
 - Discussed legislative committee feedback. No change made to policy.
 - Move 213 to board for second reading on 5/12/22
 - 201.9 is redundant with 213 and will move forward for second reading on 5/12/22
- Ran out of time again before discussing feedback on the Policy 209 package (209, 201.3, 209.1, 201.11) or continuing work on the Community Engagement package of (206, 201.3, 201.6, 207)

What's next

- For 5/12/22 board meeting: action on 202 with procedural document & 201.8, second reading on 213 & 201.9
- Resume discussion of Board Code of Conduct Policy Package (209 & 201.4, 209.1 & 201.11), and Community Engagement Package (206, 201.3, 201.6, 207)
- New Policies 601, 603, 604, 606.1, 606.2

Respectfully submitted by: Katie Hockert

Date: 5/12/22

Next Meeting of Policy Committee: May 18, 2022