



Independent School District 834
Stillwater City Hall – 216 North Fourth Street, Stillwater, MN
School Board Business Meeting Agenda – August 22, 2019 at 6:00 p.m.

- I. Call to Order**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. District Mission Statement and School Board Goals**
- V. Approval of Agenda**
- VI. Superintendent Report**
- VII. Introductory Items**
- VIII. Open Forum**
 - Forty speakers will be allotted two minutes each to speak
- IX. Consent Agenda**
 - A. Minutes of July 25, 2019 Special Meeting
 - B. Minutes of August 8, 2019 Special Meeting
 - C. Minutes of August 8, 2019 Business Meeting
 - D. Accept Gifts and Donations July 2019
 - E. Disbursement Register August 10-23, 2019
 - F. Human Resources Personnel Report
 - G. RFP-High Volume Copier/ Managed Print Services Including Workflow Solutions
 - H. Zayo PDN Dark Fiber for 2019-2020 Fiscal Year
 - I. Agreement between 1st Choice Pediatric Home Care and Independent School District 834 to provide nursing services.
 - J. Clinical Services Agreement between Allina Health System and Stillwater Area School District to provide therapy services
 - K. Two separate contracts for services between Accurate Home Care LLC and the Stillwater Area Public Schools to provide student services for two students.
- X. Reports**
 - A. Flex/e-Learning Day Update – Dr. McDowell
 - B. Post -Secondary and Concurrent Enrollment Options – Dr. McDowell
 - C. First Reading: Policy 412-Expense Reimbursement - Policy Work Group
 - D. First Reading: Policy 427-Workload Limits for Special Education Teachers -Policy Work Group
 - E. First Reading: Policy 502-Search of Student Lockers, Desks, Personal Possessions, and Students Person - Policy Work Group
 - F. First Reading: Policy 722-Public Data Requests -Policy Work Group
- XI. Action Items**
 - A. Negotiation Board Representatives – Chair Ptacek
 - B. District Memberships 2019-2020 – Chair Ptacek
 - C. Second Extension of Stephan Stagecoach, LLC Property Lease – Ms. Hoheisel
- XII. Board Member Reports**
 - A. Board Chair Report
 - B. Working Group Reports
 - 1. Community Engagement
 - 2. Finance and Operations
 - 3. Legislative
 - 4. Personnel

- 5. Policy
 - C. Board Member Reports
- XIII. **Adjournment**
 - A. Adjourn



Agenda Item I.
Date Prepared: August 12, 2019
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: August 22, 2019

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: August 12, 2019
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: August 22, 2019

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

Mike Ptacek, Board Chair

Shelley Pearson, Vice Chair

Liz Weisberg, Treasurer

Sarah Stivland, Clerk

Mark Burns, Director

Jennifer Pelletier, Director

Tina Riehle, Director

Denise Pontrelli, Superintendent of Schools (ex-officio)

Khuluc Yang, Student Representative for 2019-2020

Elise Riniker, Student Representative for 2019-2020

Recommendation:

Board action is not required.



Agenda Item III.
Date Prepared: August 12, 2019
ISD 834 Board Meeting

Agenda Item: Pledge of Allegiance
Meeting Date: August 22, 2019

Background:

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

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

Recommendation:

Board action is not required.



Agenda Item IV.
Date Prepared: August 12, 2019
ISD 834 Board Meeting

Agenda Item: District Mission and School Board Goals
Meeting Date: August 22, 2019

A School Board member will read the District Mission statement.

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

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

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

Increasing student achievement for ALL students.

Securing long-term financial stability of the district.

Increasing community trust and engagement.

Recommendation:

Board action is not required.



Agenda Item V.
Date Prepared: August 12, 2019
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: August 22, 2019

Background:

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

Recommendation:

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

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



Agenda Item VI.
Date Prepared: August 12, 2019
ISD 834 Board Meeting

Agenda Item: Superintendent Report
Meeting Date: August 22, 2019

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 VII.
Date Prepared: August 12, 2019
ISD 834 Board Meeting

Agenda Item: Introductory Items
Meeting Date: August 22, 2019
Student Report and District Recognition

Background:

- A. Each meeting 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.

- B. Each meeting an individual, team, or program will be recognized for their excellence.

Recommendation:

Board action is not required.



Agenda Item VIII.
Date Prepared: August 14, 2019
ISD 834 Board Meeting

Agenda Item: Open Forum
Meeting Date: August 22, 2019

Background:

If you wish to speak to the School Board, you will be able to do so at the start of the school board meeting during Open Forum. You may sign in only for yourself, not other individuals or groups, and only in person. The sign in sheet is made available 30 minutes prior and up to the start of the meeting. The School Board has expanded the number of speakers to 40 with a two minute limit. If you spoke at the last meeting, please consider allowing others to sign in before you. After you address the Board, please leave the podium.

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

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

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

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

Recommendation:

This is for informational purposes only.



Agenda Item IX. A.B.C.D.E.F.G.H.I.J.K.
Date Prepared: August 16, 2019
ISD 834 Board Meeting

Agenda Item: Consent Agenda
Meeting Date: August 22, 2019
Contact Person: Varies by item

Background:

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

- A. School Board Special Meeting Minutes July 25, 2019
Contact Person: Sarah Stivland, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.
- B. School Board Special Meeting Minutes August 8, 2019
Contact Person: Sarah Stivland, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.
- C. School Board Meeting Minutes August 8, 2019
Contact Person: Sarah Stivland, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.
- D. Accept Gifts and Donations July 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
A copy of the register has been distributed to board members
- E. Disbursement Register August 10, 2019 – August 23, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
A copy of the register has been distributed to board members.
- F. Human Resources Personnel Report
Contact Person: Cathy Moen, Executive Director of Administrative Services
A summary of personnel transactions for the month is included for your review.
- G. RFP-High Volume Copier/Managed Print Services Including Workflow Solutions
Contact Person: John Perry, Director of Learning, Teaching & Design
This information was provided at the August 8 business meeting. A summary is included for your review.
- H. Zayo PDN Dark Fiber for 2019-2020 Fiscal Year
Contact Person: John Perry, Director of Learning, Teaching and Design
This information was provided at the August 8 business meeting.



- I. Agreement between 1st Choice Pediatric Home Care and Independent School District 834 to provide nursing services.

Contact Person: Paul Lee, Director of Student Support Services

A copy of the agreement is included for your review.

- J. Clinical Services Agreement between Allina Health System and Stillwater Area School District to provide therapy services.

Contact Person: Paul Lee, Director of Student Support Services

A copy of the agreement is included for your review.

The District enters into a clinical services agreement each year with Allina Health System for Physical Therapist services. The District serves student's with disabilities, ages birth to 21 years of age who have Individual Education Plans that identify the need for direct physical therapy services to assure the provision of a free and appropriate public education. The District recommends the approval of the clinical services agreement for the 2019-2020 school year.

- K. Two separate contracts for services between Accurate Home Care LLD and the Stillwater Area Public Schools to provide student services for two students.

Contact Person: Paul Lee, Director of Student Support Services

A copy of the contracts is included for your review.

The District currently has three students with educational disabilities that require one to one nursing services to meet their complex medical needs while attending school. Each student's Individual Education Plan identifies the need for direct nursing services to assure the provision of a free and appropriate public education. The District recommends the approval of the presented contracts for nursing services for the 2019-2020 school year.

Recommendation:

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

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



Independent School District 834 – Stillwater Area Public Schools
Stillwater City Hall, 216 North 4th Street, Stillwater, MN
School Board Closed Meeting Minutes – July 25, 2019 at 5:00 p.m.

- I. The meeting was called to order at 4:59 p.m.
- II. Roll Call
Board Members present: Mark Burns, Shelley Pearson, Jennifer Pelletier, Chair Mike Ptacek, Tina Riehle, Sarah Stivland, Liz Weisberg.

District Members present: Superintendent Denise Pontrelli, Bob McDowell, Kirsten Hoheisel, Cathy Moen
- III. The Board adjourned to closed session at 5:00 p.m. to discuss negotiations.
Motion by: Member Riehle; Second by: Member Ptacek. Vote: 7 ayes, 0 nays, motion carried unanimously.
- V. Closed session adjourned to open meeting at 5:50 p.m.
Motion by: Member Pearson; Second by: Member Stivland; Vote: 7 ayes, 0 nays, motion carried unanimously.

Respectfully submitted by Sarah Stivland, clerk.



Independent School District 834 – Stillwater Area Public Schools
Stillwater City Hall, 216 North 4th Street, Stillwater, MN
School Board Closed Meeting Minutes – August 8, 2019 at 5:00 p.m.

- I. The meeting was called to order at 5:00 p.m.
- II. Roll Call
Board Members present: Mark Burns, Shelley Pearson, Jennifer Pelletier, Chair Mike Ptacek, Tina Riehle, Liz Weisberg

District Members present: Superintendent Denise Pontrelli, Bob McDowell, Kirsten Hoheisel, Cathy Moen
- III. The Board adjourned to closed session at 5:00 p.m. to discuss negotiations.
Motion by: Member Burns; Second by: Member Pearson. Vote: 6 ayes, 0 nays, motion carried unanimously.
- V. Closed session adjourned to open meeting at 5:54 p.m.
Motion by: Member Riehle; Second by: Member Pearson; Vote: 6 ayes, 0 nays, motion carried unanimously.

Respectfully submitted by, Mike Ptacek, Chair.



Independent School District No. 834 – Stillwater Area Public Schools
Stillwater City Hall, 216 North 4th Street, Stillwater, MN
August 8, 2019 – 6:00 p.m. Meeting Minutes

I. Call to Order: The meeting was called to order at 6:05 p.m.

II. Roll Call: Present: Mike Ptacek, chair; Shelley Pearson, vice chair; Liz Weisberg, treasurer, Mark Burns, director, Jennifer Pelletier, director; Tina Riehle, director; and Superintendent Pontrelli, ex-officio. Absent: Sarah Stivland, clerk

III. Pledge of Allegiance: The Board chair led the Pledge of Allegiance.

IV. District Mission and School Board Goals: The mission statement was read by Member Weisberg and the goals were read by Member Pearson.

V. Approval of the Agenda

Motion to approve the agenda by Member Pelletier; Second by: Member Pearson, Vote: 6 ayes, 0 nays, Motion Carried Unanimously.

Motion by Member Pelletier to amend the agenda to have a discussion and possible action to explore the generous offer by Dianne Polasik on behalf of the Whitson Fund. Vote 6 ayes and 0 nays. Motion carries unanimously.

VI. Superintendent's Report

Superintendent Pontrelli reported:

- Attended the MDE Back to School Conference with the topic of Servant Leadership.
- Attended Washington County Historical Society presentation to see the plan to build a Heritage Center on Greeley St. Would like to thank the Historical Society board for the invite.
- Met with Robin Anthony, Executive Director of the Chamber and members from the Partnership Plan to discuss opportunities with our career Pathways program. School board will have a work session to hear about this opportunity.
- August 13 we welcome new teachers to the district.
- August 19 all staff comes back and August 20 is the Welcome Back Kick-off.
- August 26 we welcome back 6th and 9th grade and begin ready set go conferences.
- Thank Community Thread and Community Education Program for the 'Stuff the Bus' program which was completed today. 78 volunteers worked 175 hours to provide for 94 families and 238 children.

VII. Introductory Items

There were no introductory items for this meeting.

VIII. Open Forum

1. Jill Kostynick – Hudson – Was a teacher at Withrow and now a teacher at Andersen. Children are thriving under this superintendent. The district needs to move forward and support the superintendent

2. Erick Anderson – Oak Park Heights – Accept the gracious offer and be a model for our students and community on the importance of working together.
3. Dianne Polasik – Stillwater – Offer for mediation was brought to last meeting. Funding for neutral mediation and no strings attached. Set aside past and try mediation.
4. Emma Pelletier – Lake Elmo – Spoke about respect towards family members of a board member. Proud graduate of Stillwater High School. Work together through adversity
5. Francis Porbeni – Woodbury – Praise for teachers and principals. Represent ethnic diverse backgrounds of parents.
6. Mark Deziel – Lake Elmo – Asked for an explanation for the need to end the superintendent's contract. Cost savings were proven at the last meeting.
7. Isaac Harrington – Hugo – Taught in elementary school that you are a team. A team is a chain and if one chain is unlinked then the entire team has failed. Reflect on this, what we can do to unite the divide.
8. Michelle Deziel – Lake Elmo – Glad that students and alumni are speaking up since they have the experience in the school district.
9. Jim Franklin – Lake Elmo – Processes would work if you would come together for the students and the district. Do not think it is right that all board members contact legal counsel. Lawyer notes should be released to all board members.

IX. Consent Agenda

- A. Minutes of July 25, 2019 School Board Meeting
- B. Disbursement Register July 27, 2019-August 9, 2019
- C. Human Resources Personnel Report
- D. Stillwater Area High School Data Room Cooling Project
- E. Illuminate Education

Motion by: Member Weisberg to accept and approve; Second by: Member Pelletier; Vote: 6 ayes, 0 nays, Motion Carried Unanimously.

X. Reports

A. District memberships 2019-2020

Recommendation made to renew the following memberships.

MN School Boards Association (MSBA) - \$14,037

MN State High Schools League (MSHSL) – No Fee

Association of Metropolitan School Districts (AMSD) - \$11,364

Schools for Equity in Education (SEE) - \$9,022.87

Motion by: Member Riehle to approve the MN State High Schools League membership; Second by Member Weisberg; Vote: 6 ayes, 0 nays

B. Request for Proposal – High Volume Copier and Managed Print Services including Workflow Software Solutions

The current lease for ISD 834's copier fleet is ending its five year term on September 30, 2019. The District has posted a Request for Proposals for new lease terms including copiers, finishers, accessories, supplies, and software licensing.

Submission responses were due on August 7, 2019. The board heard a report on the RFP process with the expectation that an action item for new lease approval will be presented at the August 22 school board meeting. The cost is \$400,000 over a 5 year total (approximately). Mr. Perry will follow up with an email.

C. Zayo PDN Dark Fiber for 2019-2020 Fiscal Year

School District 834 receives private dedicated network (PDN), point to point fiber optic services from Zayo Group, LLD. These fiber services provide network communications between all buildings within the district and are used for internet

services, communication radio services, video surveillance, and management of HVAC control systems. In the past these invoices have been paid monthly in line with how all telecommunications services are processed. The District is working to move these payments to an annual processing schedule. The next RFP cycle for these services is scheduled for 2021 in accordance with the Federal E-rate program. The annual amount for this service is \$163,000.

D. Explore the Generous Offer by Dianne Polasik of the Whitson Fund

Chair Ptacek shared interactions related to comments expressed at the July 11 Board Meeting by Directors Weisberg and Burns. Attempts were made to have a closed evaluation discussion with the Superintendent regarding her evaluation. Following Director Burns' request, District lawyer, Maggie Wallner, Received an informal Legal Opinion from Katherine Bealka, Information and Policy Division (IPAD). Ms. Bealka informed Ms. Wallner that the School Board could have one closed meeting to discuss the evaluation.

The Chair requested that "closed meeting" in an email to the Superintendent on July 24. Several conversations took place between the Chair and the Superintendent. A draft meeting format was shared by the Chair. On August 5, Ms. Pontrelli said her lawyer advised her to decline. She rejected the request.

Chair Ptacek also summarized Ms. Wallner's legal comments after several conversations regarding mediation.

Motion by: Member Pelletier to approve the reading of the email sent from legal counsel; Second by Member Pearson; Vote: 6 ayes; 0 nays. Motion carries unanimously.

The email was read by Member Pearson. Ms. Wallner expressed concerns about liability exposure if the Board accepted the type of mediation suggested by Ms. Polasik. The mediation must be conducted in an open meeting. "Engaging in this activity in an open meeting presents a variety of challenges and risks, including navigating the parameters of the Board members' immunity from liability for releasing private personnel data . . . and potential liability for defamation."

" . . . while there are immunity defenses (as well as other defenses) available to Board members in a defamation law suit – the immunity is not absolute."

Amendment to the motion by Member Riehle to ask Dianne Polasik to refine the offer and come back with additional information. No second. Amendment fails.

Motion by: Member Pelletier to move to explore the opportunity for mediation under the Whitson Foundation in order to begin having discussions on parameters involving all parties. Second by Member Burns. Vote: 3 Ayes (Burns, Pelletier, Pearson); 3 nays (Riehle, Ptacek, Weisberg) - motion fails

XI. Action Items

A. High School Tennis Court Payment

Mr. John Huenick from Kraus Anderson spoke to the Stillwater High School tennis courts surface cracks appearing prior to the expiration of the warranty period. The determination of the cause of cracking has not been conclusive. It was imperative that we resurfaced the tennis courts prior to the start of fall tennis to prevent future damage. The resurfacing of the tennis courts is near completion as of the date of this meeting. The District has not released a final retainage payment of \$77,500 to Peterson Companies until the tennis courts were resurfaced in the event new information was discovered during the project. The resurfacing process has not revealed any additional information as to why the premature cracking has occurred. An industry problem in the Midwest. As construction manager advisor Mr. Huenick asks to release Peterson's final check.

It is recommended that the ISD #834 release the final retainage payment to Peterson Companies for the Stillwater Area High School bond project.

Motion to approve releasing the retainage by Member Pearson; Second by: Member Weisberg, Vote: 6 ayes; 0 nays, Motion Carried Unanimously.

B. APEX Learning

Recent budget cuts required the District to reduce expenses across many programs, including the online learning platform. A team of teachers and administrators evaluated multiple online learning platforms used by the Alternative Learning Center, special education programming, and other students who require special access to online curriculum. The evaluation process was designed to determine which products meet all needs. Negotiations took place to determine which product would meet the District's budget parameters. Four solutions were considered. Apex Learning was chosen with a three year total of \$64,000 (effective August 25, 2019 through August 24, 2022).

Motion to approve the Apex Learning contract by Member Weisberg; Second by: Member Pearson, Vote: 6 ayes, 0 nays, Motion Carried Unanimously.

C. Bus Terminal – Approve Legal Counsel

There is a delay by the developer as it relates to the Hudson Blvd road realignment and the running of water and sewer lines. Our purchase agreement has timelines and expectations of the developer completing the aforementioned. Those timelines will not be met. To be proactive, administration is asking that we engage legal counsel in the event there is any adverse consequence (financially or otherwise) due to the developer's delay. The City of Lake Elmo is represented by Sarah Sonsalla of Kennedy and Graven. Sarah would typically represent our district as it relates to property. Therefore, it is requested that we engage Peter Mikhail of LeVander, Gillen & Miller, P.A. as our representation on this matter.

Motion to approve Peter Mikhail of LeVander, Gillen & Miller P.A. by Member Pearson; Second by: Member Pelletier, Vote: 6 ayes, 0 nays, Motion Carried Unanimously

XII. Board Member Reports

A. Board Chair Report

Closed session met at 5 pm today to review information dealing with negotiations. Ask for two appointments of board members for negotiations at the next board meeting. Board members on the Community Engagement Work Group are not part of the group as their role as a board member, but engage as community members and active listeners.

B. Working Group Reports

1. Community Engagement – Director Pearson – Meeting today was cancelled due to absences. Next meeting is August 22.
2. Finance and Operations – Director Weisberg – Meeting held on July 29. Most of meeting dealt with tennis court issue. Director Riehle created a one page form for guidelines for purchases over \$50,000. Administration is reviewing so there will be a consistent way to handle programs over \$50,000. Met with auditors and learned about the budget process.
3. Legislative – Chair Ptacek – AMSD meeting Friday at 8:00 am. State demographer will present on trends in the state. SEE meeting next Monday. See Chair Ptacek for information.
4. Personnel – Director Pearson - No meeting.
5. Policy – Director Burns – Met August 5. Reviewing existing and new policies. Policies coming for first reading at the next meeting.

C. Board Member Reports

1. Director Riehle – Attended Policy Work Group this past Monday. Last Saturday volunteered with a non-profit organization helping to renovate a vacant building for veterans. Asking for teacher surveys. Ask to get building liaisons started.
2. Director Weisberg – Have not responded to all emails due to volume. I have read all and will respond as I can. If possible would like a closed session on the evaluation and then to have mediation after the closed meeting.

3. Director Pearson – Thank you to Annette and team for the programs in the summer. District Calendar came out and it is a great piece.
4. Director Burns – Regardless of the vote tonight, look at opportunities to build a working relationship. Community Engagement Group board members participating need to be active listeners and not active participants.
5. Director Pelletier – Appreciate the answer from Cunningham Group of boards involvement with the Community Engagement Group. Express concern with three board members involved in this group and trust that we are in kind and quiet. Unable to attend all staff kick off due to work. Thanks everyone who ensures our students are cared for and supported.

XIII. Adjournment

- A. The meeting adjourned at 8:36 p.m.

Respectfully submitted, Mike Ptacek, board chair in absence of Sarah Stivland, school board clerk.

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

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Agee, Michael	Retirement	Custodian, LVL VI, 8.0 hours / day Stillwater Middle School	Custodial	October 1, 2019
Bischoff, Chad	Resignation	Fall Weight Room Supervisor Stillwater Area High School	Co-Curricular	July 23, 2019
Booker, Jessica	Resignation	Assistant Speech Coach Stillwater Area High School	Co-Curricular	July 22, 2019
Brynestad, Lea	Resignation	.80 FTE Art Teacher Andersen & Rutherford Elementary	SCEA	August 13, 2019
Hammond, Laura	Resignation	Head Speech Coach Stillwater Area High School	Co-Curricular	July 24, 2019
Harper, Gloria Jean	Resignation	1.0 FTE Special Education Teacher Stillwater Area High School	SCEA	August 8, 2019
LaNasa, Mira	Resignation	Assistant Pony Express Advisor Stillwater Area High School	Co-Curricular	July 23, 2019
McMillan, John	Resignation	Paraprofessional, 6.0 hrs/day Stillwater Middle School	SCPA	August 1, 2019
McMillan, Judith	Resignation	Paraprofessional, 6.0 hrs/day Oak-Land Middle School	SCPA	August 1, 2019
Thompson, Kim	Resignation	Assistant NHS Advisor Stillwater Area High School	Co-Curricular	July 25, 2019
Weiss, Michael	Resignation	Winter Weight Room Supervisor Stillwater Area High School	Co-Curricular	July 22, 2019

HIRES/REHIRE

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Bailey, Avery	1.0 FTE English Teacher Oak-Land Middle School	\$51,210.00	2019-2020 Staffing	SCEA	August 13, 2019
Bentley, Amber	1.0 FTE Instructional Coach Stillwater Middle School	\$69,924.00	2019-2020 Staffing	SCEA	August 13, 2019
Blazevic, Abigail	Paraprofessional, 7.5 hrs/day Lake Elmo Elementary	\$16.50 / hour	Replacement	SCPA	August 26, 2019
Buchmayer, Heather	Health Paraprofessional, 5 hrs/day District Wide	\$16.31 / hour	Replacement	SCPA	August 26, 2019
Casper, Breanna	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	August 12, 2019
Cobb, Joshua	Paraprofessional, 6.9 hrs/day Lake Elmo Elementary	\$16.50 / hour	Replacement	SCPA	August 26, 2019
Curtis, Kate	Cafeteria, 3 hrs/day Oak-Land Middle School	\$12.53 / hour	Replacement	Cafeteria	August 26, 2019
Fenske, John	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	August 12, 2019
Geister, Daniel	Paraprofessional, 6 hrs/day Rutherford Elementary	\$16.12 / hour	Replacement	SCPA	August 26, 2019
Geraghty, Kathleen	1.0 FTE Speech Pathologist LTS Afton-Lakeland Elementary	\$65,299.00	2019-2020 Staffing	SCEA	August 13, 2019 - June 2, 2020
Husting, Lauren	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	August 12, 2019
Imholte, Jessica	Pre School Teacher, 1043.09 hours Early Childhood Family Center	\$33.11 / hour	2019-2020 Staffing	SCEA	August 13, 2019
Kim, Michael	Assistant Volleyball Coach Stillwater Area High School	\$2,236.00	2019-2020 Staffing	SCEA	August 12, 2019
Lee, Bo	Human Resource Technician, 8.0 hours / day Central Services	\$20.43 / hour	Replacement	Tech Support	August 12, 2019
Loehr, Nathalie	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	August 12, 2019
Mancini, Wendy	Cafeteria, 3 hrs/day O. H. Anderson	\$12.53 / hour	Replacement	Cafeteria	September 3, 2019

Neuhaus, Max	Community Education Assistant, 6.25 hrs/day Lake Elmo Elementary	\$15.75 / hour	Replacement	CE Leads & Assistants	August 19, 2019
Nichols, Mary	Cafeteria, 4 hrs/day Mahtomedi High School	\$12.53 / hour	Replacement	Cafeteria	September 3, 2019
Parent, Ally	Adventure Club Assistant Andersen Elementary School	\$15.00 / hour	2019-2020 Staffing	Comm Ed	August 19, 2019
Pawelski, Celeste	Community Education Casual District Wide	\$13.25 / hour	Casual	Casual	August 1, 2019
Polski-Ryan, Susan	Paraprofessional, 6 hrs/day Rutherford Elementary	\$16.12 / hour	Replacement	SCPA	August 26, 2019
Robertus, Michelle	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	August 12, 2019
Sampson, Levi	1.0 FTE Special Education Teacher Stillwater Middle School	\$43,728.00	2019-2020 Staffing	SCEA	August 13, 2019
Schaan, Courtney	Community Education Casual District Wide	\$13.25 / hour	Casual	Casual	August 2, 2019
Schlemmer, Lindsay	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	August 12, 2019
Schweitzer, Danielle	Cafeteria, 4.5 hrs/day Mahtomedi High School	\$12.53 / hour	Replacement	Cafeteria	September 3, 2019
Searle, Kimberly	ECFE Parent Educator, 587.46 hours Early Childhood Family Center	\$32.89 / hour	2019-2020 Staffing	SCEA	August 13, 2019
Slominski, Kari	Community Education Casual District Wide	\$28.00 / hour	Casual	Casual	August 12, 2019
Skaar, Jordan	.65 PE / DAPE Teacher Andersen, Lake Elmo & Rutherford Elementary	\$49,234.00	2019-2020 Staffing	SCEA	August 13, 2019 - June 2, 2020
Skoug, Jenny	Paraprofessional, 6 hrs/day Transition	\$16.12 / hour	Replacement	SCPA	August 26, 2019
Soukup, Megan	Head Chevals Dance Coach Stillwater Area High School	\$4,472.00	2019-2020 Staffing	SCEA	October 1, 2019
St. Martin, Marion	Cafeteria, 4 hrs/day Mahtomedi High School	\$12.53 / hour	Replacement	Cafeteria	September 3, 2019
Turnau, Brynna	.80 FTE Science Teacher St. Croix Valley ALC	\$63,516.00	2019-2020 Staffing	SCEA	August 13, 2019
Zemlicka, Maddison	Paraprofessional, 3.0 hrs/day Stillwater Middle School	\$16.31 / hour	2019-2020 Staffing	SCPA	August 26, 2019
Zemlicka, Maddison	Office Clerk, 2.5 hrs/day Stillwater Middle School	\$17.95 / hour	2019-2020 Staffing	Tech Support	August 26, 2019

LEAVES OF ABSENCE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Berg, DeeAnn	Approve	1.0 FTE Speech Pathologist Afton-Lakeland Elementary	SCEA	August 23, 2018 - June 2, 2020 (revised dates)
Feldkamp, Kelly	Approve	1.0 FTE Elementary Education Teacher Brookview Elementary	SCEA	August 19, 2019 - October 19, 2019 (revised dates)
Schifsky, Tara	Approve	1.0 FTE Social Studies Teacher Oak-Land Middle School	SCEA	August 19, 2019 - November 1, 2019
Sirek, Scott	Approve	.4 FTE GATE Teacher (.6 FTE LOA 1st quarter, 2nd quarter TBD) Stillwater Middle School	SCEA	August 19, 2019 - TBD
White, Dee	Approve	1.0 FTE Special Education Teacher Stillwater Middle School	SCEA	August 21, 2019 - TBD

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Barre, Katie	1.0 FTE English Teacher Stillwater Area High School	1.2 FTE English Teacher Stillwater Area High School	2019-2020 Staffing	SCEA	August 19, 2019 - June 2, 2020
Bradshaw, Joseph	Custodian, Class IV, 8.0 hours / day Oak-Land Middle School	Custodian, Class II, 8.0 hours / day Oak-Land Middle School	Replacement	Custodial	August 30, 2019
Groves, Megan	.50 FTE Intervention Teacher Afton-Lakeland Elementary	1.0 FTE Elementary Education Teacher Afton-Lakeland Elementary	2019-2020 Staffing	SCEA	August 13, 2019

Roettger, Julie	1.0 FTE Elementary Education Teacher Afton-Lakeland Elementary	1.0 FTE Elementary Education Teacher Lily Lake Elementary	2019-2020 Staffing	SCEA	August 19, 2019
Smith, Sarah	.20 FTE Intervention Teacher Lake Elmo Elementary	.60 FTE Intervention Teacher Lake Elmo Elementary	2019-2020 Staffing	SCEA	August 19, 2019

ADDITIONAL ASSIGNMENTS

NAME	Position	Reason	Group	EFFECTIVE DATE
Lumby, Lancer	Cross Country Coach Stillwater Middle School	2019-2020 Staffing	Co-Curricular	July 23, 2019
Olson, Andrew	Boys Soccer Coach Stillwater Middle School	2019-2020 Staffing	Co-Curricular	July 23, 2019



Agenda Item: IX. G.
Date Prepared: August 16, 2019
ISD 834 Board Meeting

Consent Agenda: RFP-High Volume Copier/Managed Print Services Including Workflow Solutions

Meeting Date: August 22, 2019

Contact Person: Mr. John Perry, Director of Learning, Teaching & Design

Background: The current lease for ISD#834's copier fleet is ending its 5 year term on September 30th 2019. The District has posted a Request for Proposals for new lease terms including copiers, finishers, accessories, and software licensing. Submissions responses were due on August 7th, 2019. The District received 4 responses to the RFP, conducted follow-up conversations with each vendor to confirm the services and prices being proposed, and scored respondents accordingly.

Based on the evaluations of the respondent proposals, it is recommended that the district accept the proposal from Loffler Companies, Inc.

Final Vendor Ranking:

1. Loffler Companies, Inc.
2. EO Johnson
3. Marco
4. MOTG

Location(s): All

Project Name: Request for Proposal – High Volume Copier and Managed Print Services including Workflow Software Solutions

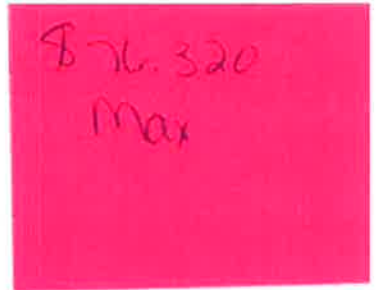
Fund: Technology Operation

Amount: \$325,020

Recommendation:

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

**2019-2020 Contract for Services
Agreement between 1st Choice Pediatric Home Care
and
Independent School District 834**



Member ID: '
Authorization #: '
Start Date and End Date: 09/03/2019-09/02/2020
Services: Complex Private-Duty Nursing Services

This Agreement is between 1st Choice Pediatric Home Care ("1st Choice"), 226 Colfax Ave North Suite:102, Minneapolis, Minnesota 55405, and Independent School District 834 ("School District").

Services and Responsibilities

1st Choice will provide nursing services to a student enrolled with the School District.

Hiring and supervision of the nurse(s) will be the responsibility of 1st Choice, including verification of appropriate licensure, background checks, and training.

1st Choice will obtain proof of negative tuberculosis screening of the assigned nurse(s).

1st Choice will notify the School District contact person in advance of any change in the assigned nurse(s), including assignment of a substitute nurse, and said notice will include start date.

If the School District wishes to address concerns about an assigned nurse, it will contact
at the following telephone number: or email address:

If 1st Choice wishes to address concerns about school based occurrences, it will contact Paula McDonald at the following telephone number: 651-351-8653 or email address: mcdonaldp@stillwaterschools.org

In addition to the regular duties of a licensed nurse, as a school contract person under the direction of the licensed teacher/s, the nurse will actively participate in the student's education program. It is the expectation of both the school district and 1st Choice that communication regarding the child's educational programming will occur between the parent and the school staff.

On any day in which the nurse assigned under this Agreement is unavailable, 1st Choice shall use best efforts to provide a qualified substitute nurse and provide all information necessary for the substitute nurse to provide individualized care to the student. School District acknowledges and understands that 1st Choice cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

1st Choice will orient nursing staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and the student's plan of care.

The School District will schedule and furnish the nurse assigned under this Agreement with appropriate orientation for the school setting. Assigned nursing staff shall comply with School District policies, regulations and procedures to the extent applicable.

The School District will furnish 1st Choice with all necessary records and information relevant to the student for purposes of service being provided.

Fees and Scheduling

1st Choice shall submit invoices to the School District for services provided. The invoice should be emailed to the contact listed below.

Mary Acosta
acostam@stillwaterschools.org
651-351-8383

The cost of services shall be as follows:

\$53/hour for Nursing Services. The school will only be billed for services when the student attends.

Fees shall include transport time to and from school only when the student is transported by the School District and the assigned nurse accompanies the student.

Hours not to exceed 7.5 per day. School district does not pay time for student to get into the home. Invoice will be paid after all DHS nursing logs have been submitted to school district.

Payments should be mailed to 1st Choice Pediatric at:
226 Colfax Ave North
Suite 102
Minneapolis, MN 55405

School District shall provide 1st Choice with a school calendar showing the days when school is in session for students. Days may be, reduced or changed as needed by the student. The School District will notify assigned nurses in a timely manner of any changes in the expected school calendar. The student's parent has the responsibility to inform 1st Choice when the student will be absent for all or a portion of a scheduled school day. It is anticipated that there will be days in which the student will not be well enough to come to school. The School District shall not be billed for any day in which the student was absent or otherwise not in attendance at the school site. 1st Choice shall bill the School District for all services rendered while the student is in attendance at the school site, regardless of how long the student may actually be in attendance at the school site; this includes those days in which the student arrives late to school or leaves school early.

Term and Hours:

The contract is effective 09/03/2019 and shall remain in effect until the end of the 2019-2020 school year unless otherwise agreed.

Cancellation Clause

Either party may cancel this Agreement at any time by providing 10 days written notice to the other. School District shall be responsible to pay for nursing services already provided at the time of cancellation, but shall have no further payment obligation.

Independent Contractor

For the purposes of this Agreement, 1st Choice is an independent contractor. Nothing contained in this Agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this Agreement shall be construed so as to find 1st Choice, its employees, agent or representatives to be employees of agents of the School District. The School District will make no deductions for Federal Income Tax, FICA, or State Income Tax.

1st Choice shall be solely responsible for all employment-related responsibilities for assigned nurses including compensation, withholding, worker's compensation and all other matters.

Hold Harmless

The School District shall indemnify and hold 1st Choice harmless for any and all damages, costs and expenses including attorney's fees which 1st Choice, its officials, employees, or agents may sustain arising from any act or omission of School District, its employees or agents in the execution or performance or failure to adequately perform obligations created by this Agreement.

Compliance

1st Choice agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, which are not or hereafter promulgated insofar as they relate to 1st Choice's performance of the provisions of this Agreement. It shall be the obligation of 1st Choice to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

Data Privacy

All the data created, collected, received, stored, used, maintained, or disseminated by 1st Choice, its agents and employees, in performing duties pursuant to this Agreement is subject to the requirements of The Minnesota Government Data Practices Act (MGDPA), Chapter 13 of the Minnesota Statutes, and the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g. 1st Choice, its agents and employees must comply with the requirements of these laws as if it were a government entity.

Assignment

1st Choice shall not assign this contract or any of the rights, duties or payments arising under this contract to any third party without the written consent of the School District. Pursuant to Minnesota Statute § 471.425, subd. 4a, if 1st Choice assigns any of the duties of this contract to a subcontractor, 1st Choice is required to pay the subcontractor within ten days of 1st Choice receipt of payment from the School District for undisputed services provided by the subcontractor

Contacts

The contact persons for this contract are identified below. The parties shall keep each other informed in writing of any change in the designated contact person. At the time of the execution of this contract, the following persons are the designated contacts:

School District ContactMary Acosta

Name

Accountant

Title

1875 S Greeley Street

Address

Stillwater, MN 55082

City, State, Zip

LSI- 351-8383

Phone

LSI- 351-8401

Fax

1st ChoiceDani Emanuelson

Name

Case Manager

Title

226 Colfax Avenue North, 101

Address

Minneapolis, MN 55404

City, State, Zip

612-770-4177

Phone

612-454-2664

Fax

Governing Law

Minnesota law shall be used to construe and interpret this contract, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.

Examination of Records

The books, records, documents and accounting procedures and practices of 1st Choice, that are relevant to this contract, are subject to examination by the School District and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years, pursuant to Minnesota Statute § 16C.05, subd. 5.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge that they have read and understand the contract documents and have executed this contract on the dates recorded below.

Independent School District 834**1st Choice Pediatric Home Care**By: [Signature]

By: _____

Title: Dir. Student Support Services

Title: _____

Date: 8/12/19

Date: _____

By: _____

Title: _____

Date: _____

150,000?
655 41
\$126,456

**CLINICAL SERVICES AGREEMENT FOR THERAPY SERVICES
(Allina Providing Services)**

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

**ARTICLE I
TERM**

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

**ARTICLE II
ALLINA DUTIES**

2.1 Services. Beginning on the later of August 19, 2019 or the Signature Date (the "Effective Date"), Allina will assign individuals to provide, and will provide, the Services set forth in Exhibit 2.1 (the "Services"), attached hereto and incorporated herein. Individuals assigned by Allina may be modified at any time with the approval of Company. Company may object at any time to Allina's assignment of any individual providing the Services pursuant to this Agreement, and if Company so objects, Allina will assign a replacement acceptable to Company. In providing the Services, Allina will comply with all applicable Company safety and security policies and procedures.

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

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

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

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

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

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

ARTICLE III COMPANY DUTIES - PAYMENT

3.1 Payment. Company will make payment of the amount due under this Agreement to Allina in a timely manner in response to receipt of an invoice supported by adequate documentation. Company will pay Allina \$70.82 per hour. Minimum charge per week will be 68 hours for Physical Therapy service to the company. This will include travel time (between school and Courage Kenny Rehabilitation Institute), preparation, direct and consultation services, and documentation. The school will be billed for weekly therapy services for each week that school is open, regardless of student's attendance. Mileage will be reimbursed at current IRS rate for intra-school travel for contracts with more than one service site.

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

ARTICLE IV INDEMNIFICATION AND INSURANCE

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

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

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

ARTICLE V TERMINATION

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

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

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

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

5.1.4 By Allina without cause upon 30 days' notice.

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

ARTICLE VI REGULATORY REQUIREMENTS

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

6.2 Confidential Information.

6.2.1 Proprietary Data. The parties acknowledge that they may receive confidential and proprietary information and trade secrets concerning the other party and its business and professional activities ("Proprietary Data") throughout the term of this Agreement. Except as

may be required for purposes of this Agreement, each parties agrees not to use for its own benefit or disclose to any third party the Proprietary Data of the other party without the other party's prior consent, unless such disclosure is required by an order of a tribunal of competent jurisdiction in connection with a legal action. Without limiting the applicability of the foregoing, each party will also treat as Proprietary Data any information or materials specifically designated as such by the other party. In the event that this Agreement is terminated for any reason whatsoever, each party will immediately return or destroy all Proprietary Data of the other party and any analyses generated therefrom then in its possession and will destroy any electronic databases, or delete the appropriate portion thereof, that contain such information.

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

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

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

ARTICLE VII MISCELLANEOUS

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

7.2 Notices. Any notice pursuant to this Agreement will be in writing and will be personally

delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stillwater Area School District

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

By 

By _____

Print PAUL T. LEE

Print _____

Title Dir. of Student Support Svs. Title Vice President of Operations

Dated 8/12/19

Dated _____

EXHIBIT 2.1

A. SCOPE OF WORK

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

Exhibit 3.2
SCHOOL OBLIGATIONS

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

**Contract for Services
2019 - 2020 School Year
Agreement between Accurate Home Care LLC.
And
Stillwater Area Public Schools, District #834**

*\$80.00
Max*

This agreement is between *Accurate Home Care, LLC., 9000 Quantrelle Ave NE, Suite, 200, Otsego, MN 55330, Contractor,* and *Stillwater Area Public Schools, District #834, 1875 South Greeley St, Stillwater, MN 55082.*

Scope of Service

- Accurate Home Care shall provide the services described in attached addendum 1 to
- Accurate Home Care shall hold appropriate licensure for provision of services.
- District requires a current copy of license for individuals providing services.
- Services are consultative with special education staff.
- Accurate Home Care shall provide a copy of Criminal Background Report for nurses providing services, upon request.

Services Provided at Sites

Services to be provided at school site(s) and district-provided transportation to and from school. Services will be paid up to 7.5 hours per day,

Payment

The cost of services shall be as set forth in Fees Section. Accurate Home Care shall submit an invoice and corresponding daily nursing logs to the district for services provided. Daily nursing logs must be completed with duties performed and time spent up to a total of 7.5 hours per day. Payment will be made after nursing logs have been verified and school board approval

The invoice will be mailed to:
**Stillwater Area Public Schools, District #834,
Attn: Mary Acosta
1875 South Greeley St,
Stillwater, MN 55082**

Fees

\$112/hour with 50% discount at \$56.00/hour for RN Services

\$84/hour with 50% discount at \$42.00/hour for LPN Services

**Includes transportation time to and from school.*

Independent Contractor

For the purposes of this Contract, Accurate Home Care is an independent contractor. Nothing contained in this Contract is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this Contract shall be construed so as to find Accurate Home Care, its employees, agents or representatives to be employees or agents of the District. The district will make no deductions for federal Income Tax, FICA, or state Income Tax.

Hold Harmless

Accurate Home Care shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Accurate Home Care in the execution, performance, or failure to adequately perform Accurate Home Care's obligations under this Contract.

Insurance

Accurate Home Care shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
 - A. Statutory State Coverage
 - B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 each Policy Limit
2. General Liability Insurance
 - A. Commercial Liability Policy – Occurrence (Form CG 00 01 96 or its equivalent)

Each Occurrence	\$1,000,000
Personal Injury Liability	\$1,000,000
Products/Completed Operations Aggregate	\$3,000,000
General Aggregate	\$3,000,000
3. Automobile Liability Insurance including hired/non-owned Auto.
4. Professional Liability Insurance with limits of \$1,000,000 each occurrence/\$3,000,000 aggregate.

****The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of Accurate Home Care liability to district under this contract.***

Compliance

The contractor agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units. It shall be the obligation of Accurate Home Care to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by Accurate Home Care in performing duties pursuant to this Contract is subject to the State's regulations.

Term

The contract is effective upon signature of both parties, and shall remain in effect until the end of the school year unless otherwise agreed. Contracts shall be renewed annually.

This Contract shall be reviewed and authorized by the School District Designee.

This Contract is duly executed on this 16th day of August, 2019.

School District: <u>Stillwater</u>	Accurate Home Care <u>Jacobson</u>
Name: <u>[Signature]</u>	Name: <u>Jackie Jacobson</u>
Title: <u>Director of Student Support Services</u>	Title: <u>Director of Operations</u>
Date: <u>8/12/19</u>	Date: <u>8/5/19</u>

Addendum 1

Expectations for Accurate Home Care Nurses Providing Care in a School Setting:

- Attend to all nursing needs of the student, assist student with educational support, foster peer relationships, encourage developmentally appropriate independence.
 - The nurse will only help the assigned student, and may not provide assistance to other students or act as a teacher's aide.
- Wear or possess AHC Identification badge at all times.
- Refrain from use of personal cell phone, except in the case of emergency.
- Keep the school informed of any changes that may require modification to the school schedule, with consideration to privacy of the student.
- Be attentive to the student at all times, providing ongoing assessment intervention as the student's condition warrants throughout the school day.
- Maintain close proximity and/or visual access to the student at all times or ensure student is directly supervised by school personnel. The nurse is expected to maintain a rapid response time to provide any urgent intervention warranted by the student's condition.
 - There are no designated break times during the nurse's shift.
- Provide nursing interventions in an appropriate area to minimize disruption to the student, peers, and school personnel, while maintaining the student's dignity and right to privacy.
- Maintain student-centered professional communication with appropriate faculty and staff.
 - Provide care coordination with School Nurse, AHC Clinical Manager, Physician(s), and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Complete all required documentation upon completion of each shift/school day.
- Ensure that appropriate faculty and staff are aware of the student's Emergency Action Plan, including identification of modifications to the Plan specific to the school setting.
- Maintain confidentiality at all times, pursuant to HIPAA rules and professional boundaries.

Expectations for School Faculty and/or Staff:

- Provide coordination and/or direction of classroom, instruction, and educational activities.
- Develop and implement the student's daily schedule with collaboration from the nurse regarding treatments, medication administration, therapies, and other care needs.
- Communicate directly with the parent/guardian/responsible party regarding academic or behavioral concerns. The teacher/school will not use the AHC nurse or agency as a conduit between the school and the parents.
- Facilitate peer education regarding student condition as permitted by parent/guardian/responsible party.
- Maintain confidentiality at all times.
- Maintain student-centered professional communication with agency personnel.
 - Participate in care coordination with School Nurse, AHC staff, and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Provide lifting/transfer assistance and equipment to ensure that child is transferred safely for all required cares and therapies.

880,640
Max

**Contract for Services
2019 - 2020 School Year
Agreement between Accurate Home Care LLC.
And
Stillwater Area Public Schools, District #834**

This agreement is between *Accurate Home Care, LLC., 9000 Quantrelle Ave NE, Suite, 200, Otsego, MN 55330, Contractor*, and *Stillwater Area Public Schools, District #834, 1875 South Greeley St, Stillwater, MN 55082.*

Scope of Service

- Accurate Home Care shall provide the services described in attached addendum 1 to
- Accurate Home Care shall hold appropriate licensure for provision of services.
- District requires a current copy of license for individuals providing services.
- Services are consultative with special education staff.
- Accurate Home Care shall provide a copy of Criminal Background Report for nurses providing services, upon request.

Services Provided at Sites

Services to be provided at school site(s) and district-provided transportation to and from school. Services will be paid up to 7.5 hours per day,

Payment

The cost of services shall be as set forth in Fees Section. Accurate Home Care shall submit an invoice and corresponding daily nursing logs to the district for services provided. Daily nursing logs must be completed with duties performed and time spent up to a total of 7.5 hours per day. Payment will be made after nursing logs have been verified and school board approval

The invoice will be mailed to:
**Stillwater Area Public Schools, District #834,
Attn: Mary Acosta
1875 South Greeley St,
Stillwater, MN 55082**

Fees

\$112/hour with 50% discount at **\$56.00/hour** for RN Services

\$84/hour with 50% discount at **\$42.00/hour** for LPN Services

**Includes transportation time to and from school.*

Independent Contractor

For the purposes of this Contract, Accurate Home Care is an Independent contractor. Nothing contained in this Contract is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this Contract shall be construed so as to find Accurate Home Care, its employees, agents or representatives to be employees or agents of the District. The district will make no deductions for federal Income Tax, FICA, or state Income Tax.

Hold Harmless

Accurate Home Care shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Accurate Home Care in the execution, performance, or failure to adequately perform Accurate Home Care's obligations under this Contract.

Insurance

Accurate Home Care shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
 - A. Statutory State Coverage
 - B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 each Policy Limit
2. General Liability Insurance
 - A. Commercial Liability Policy – Occurrence (Form CG 00 01 98 or its equivalent)

Each Occurrence	\$1,000,000
Personal Injury Liability	\$1,000,000
Products/Completed Operations Aggregate	\$3,000,000
General Aggregate	\$3,000,000
3. Automobile Liability Insurance including hired/non-owned Auto.
4. Professional Liability Insurance with limits of \$1,000,000 each occurrence/\$3,000,000 aggregate.

****The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of Accurate Home Care liability to district under this contract.***

Compliance

The contractor agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units. It shall be the obligation of Accurate Home Care to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by Accurate Home Care in performing duties pursuant to this Contract is subject to the State's regulations.

Term

The contract is effective upon signature of both parties, and shall remain in effect until the end of the school year unless otherwise agreed. Contracts shall be renewed annually.

This Contract shall be reviewed and authorized by the School District Designee.

This Contract is duly executed on this 16th day of August, 2019.

School District: <u>STILLWATER</u>	Accurate Home Care: <u>Jackie Jacobson</u>
Name: <u>[Signature]</u>	Name: <u>Director of Operations</u>
Title: <u>Director of Student Support Services</u>	Title: <u>Jackie Jacobson</u>
Date: <u>8/12/19</u>	Date: <u>8/15/19</u>

Addendum 1

Expectations for Accurate Home Care Nurses Providing Care in a School Setting:

- Attend to all nursing needs of the student, assist student with educational support, foster peer relationships, encourage developmentally appropriate independence.
 - The nurse will only help the assigned student, and may not provide assistance to other students or act as a teacher's aide.
- Wear or possess AHC identification badge at all times.
- Refrain from use of personal cell phone, except in the case of emergency.
- Keep the school informed of any changes that may require modification to the school schedule, with consideration to privacy of the student.
- Be attentive to the student at all times, providing ongoing assessment intervention as the student's condition warrants throughout the school day.
- Maintain close proximity and/or visual access to the student at all times or ensure student is directly supervised by school personnel. The nurse is expected to maintain a rapid response time to provide any urgent intervention warranted by the student's condition.
 - There are no designated break times during the nurse's shift.
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- Complete all required documentation upon completion of each shift/school day.
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Expectations for School Faculty and/or Staff:

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- Facilitate peer education regarding student condition as permitted by parent/guardian/responsible party.
- Maintain confidentiality at all times.
- Maintain student-centered professional communication with agency personnel.
 - Participate in care coordination with School Nurse, AHC staff, and Responsible Party/Parties.
 - Encourage continuity of care from home to school, including school/guardian communication.
- Provide lifting/transfer assistance and equipment to ensure that child is transferred safely for all required cares and therapies.



Agenda Item: X. A.
Date Prepared: August 14, 2019
ISD 834 Board Meeting

Report for Information: Flex/eLearning Days
Contact Person: Dr. McDowell, Assistant Superintendent
Action Timeline: September, 2019

Summary: The 2017 Legislature amended the Length of School Year; Hours of Instruction (Minn. Stat. § 120A.41) to include the option of a school district utilizing up to five e-Learning days, due to inclement weather. These days are counted as instructional days and included as hours of instruction. A school district, through consultation with teacher representation, may develop a plan for these days. Stillwater Area Public Schools district administration and teacher representatives have developed a draft plan for such days. SAPS will call these days Flex Days. Dr. McDowell will share the components of the draft plan to include purpose, process, expectations, communication and differences between elementary and secondary plans.

Recommendation: It is anticipated that a final plan for approval will be brought to the school board in September.



Flex/e-learning Days

Presented to the School Board
August 22, 2019

Curiosity Thrives Here

Rationale & Purpose

Minnesota State Statute 120A.414

- 5 e-learning days due to inclement weather
- Recorded as instructional days and included in hours of instruction calculations
- Highly encouraged by Governor and Commissioner

Flex/e-learning Days

- Provide for an uninterrupted alternate learning experience
- Avoid mid-year calendar reconfigurations
- Provide meaningful learning for all students on inclement weather days
- Provide flexibility and continuity in students' learning



Stillwater
AREA PUBLIC SCHOOLS



Anticipated Process

Process:

- Activated after the second inclement weather day
- Learning experiences provided in either online or offline formats
- Attendance taken via Schoology and/or assignment completion
- Teachers decide on assignment completion timeline

Annual Notification and Announcements to Parents

- The district will notify parents of Flex/e-learning plan by October of each school year
- Flex/e-learning Day announced by 5:30 a.m. on the day in question

Teacher Expectations and Communication

- Access to remote instruction is made available during normal school hours
- Communication occurs using district-adopted communication platforms
- Plans developed for students with an IEP/504

View by Level

Elementary

- ☐ Teachers send home necessary lessons, materials, and directions prior to scheduled Flex/e-learning Day
- ☐ Teachers have times available for questions, using district adopted communication platforms, during normal school hours
- ☐ Student attendance determined based on assignment completion

Middle/High School

- ☐ Teachers have lessons, materials, and directions posted using district adopted technology or provide necessary materials/directions prior to the scheduled Flex/e-learning Day
- ☐ Teachers have times available for questions, using district adopted communication platforms, during normal school hours
- ☐ Student attendance taken via Schoology and/or assignment completion



Questions?



Agenda Item: X. B.
Date Prepared: August 14, 2019
ISD 834 Board Meeting

Report for Information: PSEO/Concurrent Enrollment/916 Career/Tech Programming
Contact Person: Dr. McDowell, Assistant Superintendent
Action Timeline: NA

Summary: Stillwater Area Public Schools offers Post Secondary Enrollment Options, Concurrent Enrollment and NE Metro 916 Career and Technical options to high school students. Dr. McDowell and Principal Bach will share aspects of all three program options. This report will include information about how students enroll, enrollment numbers, differences between the programs, credit opportunities, and costs.

Recommendation: This report is for information only. No recommendation will be made.



PSEO, Concurrent Enrollment, & 916 Career/Tech Programming

Presented to the School Board
August 22, 2019

Curiosity Thrives Here

Post Secondary Enrollment Options

- Option for 10th-12th graders
 - 10th graders may take one CTE class
- Students take courses at the college campus or online
- Students can enroll up to full time
- Students must apply by May 30 and be admitted to the college/university
- Students meet with SAHS counselor prior to enrollment
- Students are considered college students

Funding PSEO:

- No cost to students/families
- U of M and 4-year schools collect funds from the state to cover tuition
- Century College is a contracted \$225/credit service

Post Secondary Enrollment Options 2018-2019

	Number of Students <i>(full time and part- time)</i>
Century College	109 students
University of Northwestern - St. Paul	15 students
University of Minnesota - Twin Cities (U of M)	10 students
Other (Bethel, Gustavus, Inver Hills, & Hennepin Tech)	6 students
Total	140 students

Concurrent Enrollment/CIS

- U of M offers CIS
- Century College offers Concurrent Enrollment
- Students are enrolled in SAHS and a college/university
- Students take college-level courses at SAHS
- Students receive both high school and college credit
- Teachers must meet criteria established by college/university
- College/university may dictate course requirements

Funding Concurrent Enrollment/CIS:

- No cost to students/families
- District pays approx. \$3,000 per course to Century College
- District pays \$145 per student for each course to U of M



Stillwater
AREA PUBLIC SCHOOLS

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Concurrent Enrollment and College In The Schools (CIS) 2018-2019



Century	167 students	Band, Choir, Orchestra
U of M	76 students	Animal Science, Human Anatomy & Physiology, Exploring the Teaching Profession

Career & Technical Electives

- Offered through NE Metro 916, courses at Century College
- Available to 12th grade students
- Courses are specialized high school elective courses in Business, Health, Public Service, Technology
- District provides transportation
- Credit may articulate to college credit

Funding CT Electives:

- No cost to students/families
- District pays per slot, per membership days



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61 Students

Animal Science, Auto Tech, Auto Dismantling, Diesel Trucks and Engine Tech, Construction Occupations, Cosmetology, Dental Careers, Medical Careers, EMT, Design & Digital Media, Computer Hardware/Software/Game Design, Entrepreneurship, Honors Mentor Connection, Law Enforcement/Criminal Justice

Programming Costs

PSEO	Century College Contract	\$218,025
CIS	University of Minnesota Agreement	\$11,020
Concurrent Enrollment	Century College	\$8,250
Career & Tech Electives	NE Metro 916	\$165,291



Questions?



Agenda Item X. C.D.E.F.
Date Prepared: August 15, 2019
ISD 834 Board Meeting

Meeting Date: August 22, 2019
Contact Person(s): Policy Working Group
Action Item: Policies for First Reading

Summary:

The 2019 Policy Working Group will be presenting these policies for their first reading.

- C. Policy 412 – Expense Reimbursement
- D. Policy 427 – Workload Limits for Special Education Teachers
- E. Policy 502 – Search of Student Lockers, Desks, Personal Possessions, and Students Person
- F. Policy 722 – Public Data Requests

The policies are included for your review.

Recommendation:

This is a report for future action. Action will be requested at the September 26, 2019 business meeting.

PERSONNEL

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Expense Reimbursement	412	Adopted:	3 years

~~[Note: School districts are required by statute to have a policy addressing these issues.]~~

I. PURPOSE

The purpose of this policy is to identify school district business expenses that involve initial payment by an employee and qualify for reimbursement from the school district, and to specify the manner by which the employee seeks reimbursement.

II. AUTHORIZATION

All school district business expenses to be reimbursed must be approved prior to purchase by the supervising administrator. Such expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district business-related expenses.

III. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the IRS mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

IV. AIRLINE TRAVEL CREDIT

- A. Airline tickets must be booked through a travel agent or through another method, whichever costs the least. The district provides payment for travel on coach class or tourist class only. Employees utilizing school district funds to pay for airline travel are required to ensure that any credits or other benefits issued by any airline accrue to the benefit of the school district rather than the employee.
- ~~1. To the extent an airline will not honor a transfer or assignment of credit or benefit from the employee to the school district, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.~~

2. ~~Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit received. Reimbursement for airline travel expenses will not be made until such documentation is provided.~~
- B. The District's P-Card ~~Mastercard~~ should be used to make travel (airline/hotel reservations) and conference registrations; personal credit cards must not be used to purchase airline tickets~~Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school district purposes will be required to utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.~~
- C. ~~The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.~~

V. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent or designee shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

- Legal References:** Minn. Stat. § 15.435 (Airline Travel Credit)
Minn. Stat. § 471.665 (Mileage Allowances)
~~Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)~~
~~Minn. Op. Atty. Gen. 161b 12 (Aug. 4, 1997) (Transportation Expenses)~~
~~Minn. Op. Atty. Gen. 161B 12 (Jan. 24, 1989) (Operating Expenses of Car)~~
- Cross References:** ~~MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members).~~

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Workload Limits for Certain Special Education Teachers Special Education Workload	S.R. 1.28 427	Adopted: 07-27-2017 <u>Reviewed:</u>	Annually

~~[Note: School districts are required by Minn. Rule 3525.2340, Subp. 4.B., to have a policy for determining the workload limits of special education staff who provide services to students who receive direct special education services 60 percent or less of the instructional day.]~~

~~[Note: Minn. Stat. § 179A.07, Subd. 1, of the Public Employment Labor Relations Act (PELRA) provides that a public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, the organizational structure, selection of personnel, and direction and number of personnel. MSBA's position is that this policy is not a mandatory subject of bargaining. School districts, therefore, are cautioned to not relinquish their inherent managerial right to determine workload limits for special education teachers.]~~

I. PURPOSE

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

“Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Professional Educator Licensing and Standards Board to instruct children with specific disabling conditions.

B. Direct Services

“Direct services” means special education services provided by a special education teacher when the services are related to instruction, including cooperative teaching.

C. Indirect Services

“Indirect services” means special education services provided by a special education teacher which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum,

materials, or equipment; and direct contact with children with disabilities to monitor and observe.

D. Workload

“Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

III. GENERAL STATEMENT OF POLICY

- A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.
- B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers’ exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employment Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers’ exclusive representative.

Legal References: Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)
Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions of “Direct Services,” “Indirect Services,” “Teacher,” and “Workload”)
Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

~~**Cross References:** MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)~~
~~MSBA/MASA Model Policy 608 (Instructional Services—Special Education)~~

STUDENTS

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Search of Student Lockers, Desks, Personal Possessions, and Student's Person	<u>502</u>	Adopted:	Annually

~~[Note: School districts are required by statute to have a policy addressing these issues.]~~

I. PURPOSE

The purpose of this policy is to provide for a safe and healthful educational environment by enforcing the school district's policies against contraband.

II. GENERAL STATEMENT OF POLICY
A. Lockers and Personal Possessions Within a Locker

Pursuant to Minnesota statutes, school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

B. Desks

School desks are the property of the school district. At no time does the school district relinquish its exclusive control of desks provided for the convenience of students. Inspection of the interior of desks may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

C. Personal Possessions and Student's Person

The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

D. A violation of this policy occurs when students use lockers and desks for unauthorized

purposes or to store contraband. A violation occurs when students carry contraband on their person or in their personal possessions.

III. CANINE DETECTION

In order to maintain a safe and healthy educational environment, planned and generalized schoolwide canine detection procedure (commonly referred to as canine sniff) of student lockers, desks, vehicles when parked on school property, and school facilities and grounds may be conducted periodically in District 834. In addition, canine detection may also be utilized when an administrator has a specific suspicion that contraband is present on school property. The contraband the canine may detect includes drugs, bomb devices and firearms. Notification of canine detection will be provided annually prior to the start of the school year

IV. DEFINITIONS

- A. “Contraband” means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and “look-alikes,” alcoholic beverages, controlled substances and “look-alikes,” overdue books and other materials belonging to the school district, and stolen property.
- B. “Personal possessions” includes, but is not limited to, purses, backpacks, bookbags, packages, and clothing.
- C. “Reasonable suspicion” means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official’s personal observation, a report from a student, parent or staff member, a student’s suspicious behavior, a student’s age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- D. “Reasonable scope” means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g., to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

IV. PROCEDURES

- A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.
- B. School officials may inspect the personal possessions of a student and/or a student’s person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student’s person will be reasonable in its scope and intrusiveness.

- C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school officials.
- D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same sex. A second school official of the same sex shall be present as an observer during the search of a person whenever feasible.
- E. A strip search is a search involving the removal of coverings or clothing from private areas. Mass strip searches, or body cavity searches, are prohibited. Strip searches will be conducted only in circumstances involving imminent danger.
- F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.
- G. ~~A copy of~~ This policy will be ~~included~~~~printed~~ in the student handbook ~~and/or~~ disseminated in any other way which school officials deem appropriate. The school district shall provide a copy of this policy to a student when the student is given use of a locker.

VI. DIRECTIVES AND GUIDELINES

School administration may establish reasonable directives and guidelines which address specific needs of the school district, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, etc.

VII. SEIZURE OF CONTRABAND

If a search yields contraband, school officials will seize the item and, where appropriate, turn it over to legal officials for ultimate disposition.

VIII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion, and the student may, when appropriate, be referred to legal officials.

Legal References: U. S. Const., amend. IV
Minn. Const., art. I, § 10
Minn. Stat. § 121A.72 (~~School Locker Policy~~Locker Searches)
~~New Jersey v. T.L.O., 469 U.S. 325, 105 S.Ct. 733, 83 L.Ed.2d 720 (1985)~~
~~G.C. v. Owensboro Public Schools, 711 F.3d 623 (6th Cir. 2013)~~

Cross References: ~~MSBA/MASA Model Policy 417 (Chemical Use and Abuse)~~
~~MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)~~
~~MSBA/MASA Model Policy 501 (School Weapons)~~
~~MSBA/MASA Model Policy 506 (Student Discipline)~~

NON-INSTRUCTIONAL OPERATIONS

POLICY TITLE	POLICY NUMBER	ADOPTED/REVIEWED	REVIEW FREQUENCY
PUBLIC DATA REQUESTS	722		3 Year

~~*[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests.]*~~

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Government Data

“Government data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

B. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

C. Public Data

“Public data” means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

D. Responsible Authority

“Responsible authority” means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. ~~Until an individual is designated by the school board, the responsible authority is the superintendent.~~

E. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

- a. Date the request is made;
- b. A clear description of the data requested;
- c. ~~Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and~~
- d. Method to contact the requestor (such as phone number, address, or email address).

2. A requestor is not required to explain the reason for the data request.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

- B. The responsible authority will respond to a data request at reasonable times and places as follows:
1. The responsible authority will notify the requestor in writing as follows:
 - a. The requested data does not exist; or
 - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
 2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
 3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
 4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in

a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

- a. Date the request is made;
- b. A clear description of the data requested; and
- c. ~~Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.);~~ and
- d. Method to contact requestor (phone number, address, or email address).

- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and ~~either one of the following:~~

~~a2.~~ The summary data requested; or

~~b3.~~ A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

~~c4.~~ A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

- C. ~~The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.~~

VI. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:
 - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
 - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
 - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
 - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.~~Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.~~
2. The school district may assess costs associated with the preparation of summary data as follows:
 - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

- b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

Data Practices Contacts

Responsible Authority:

~~{Name}~~ [Denise Pontrelli](#)
~~{Location}~~ [Central Services Building](#)
[1875 Greeley Street South](#)
[Phone: 651.351.8340](#)
[Email: Pontrellid@stillwaterschools.org](#)
~~{Phone number; email address}~~

Data Practices Compliance Official:

~~{Name}~~ [Bob McDowell](#)
~~{Location}~~ [Central Services Building](#)
[1875 Greeley Street South](#)
[Phone: 651.351.8340](#)
[Email: McDowellr@stillwaterschools.org](#)
~~{Phone number; email address}~~

Data Practices Designee(s):

~~{Name}~~ [Cathy Moen](#)
~~{Location}~~ [Central Services Building](#)
[1875 Greeley Street South](#)
[Phone: 651.351.8340](#)
[Email: Moenc@stillwaterschools.org](#)
~~{Phone number; email address}~~

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices ~~Act~~)

~~**Cross References:** MSBA/MASA Model Policy 406 (Public and Private Personnel Data)~~
~~MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil~~
~~Records)~~



Agenda Item XI. A.
Date Prepared: August 14, 2019
ISD 834 Board Meeting

Action Item: Negotiation Board Representatives
Meeting Date: August 22, 2019
Contact Person: Board Chair Ptacek

Background:

The School Board Chair will appoint board members to participate in negotiations.

Recommendation:

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

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



Agenda Item XI. B.
Date Prepared: August 12, 2019
ISD 834 Board Meeting

Action Item: Renewal of District Memberships 2019-2020
Meeting Date: August 22, 2019
Contact Person: Board Chair Ptacek

Background:

Member Organization

Membership Fee

MN School Boards Association (MSBA)

\$14,037

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

Association of Metropolitan School Districts (AMSD)

\$11,364

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

Schools for Equity in Education

\$9,022.87

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

Recommendation:

A motion and a second to approve the district memberships for 2019-20 will be requested.

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



Agenda Item XI.C.
Date Prepared: August 12, 2019
ISD 834 Board Meeting

Action Item: Second extension of Stephan Stagecoach, LLC Property Lease
Meeting Date: August 22, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
Action Timeline: August 22, 2019

Summary:

Our current extension agreement with Stephan Stagecoach LLC is set to expire on August 31, 2019. With the delay of the bus facility improvements, a second extension agreement was granted by Stephan Stagecoach, LLC. The new term would require the school district to vacate the premise by September 30, 2019. All terms and conditions of the existing extension shall remain unchanged.

Administration recommends that the Board consider approving a second extension agreement with Stephan Stagecoach, LLC that will expire on September 30, 2019.

Recommendation:

A motion and a second to approve the second extension of Stephan Stagecoach, LLC property lease agreement will be requested.

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

August 15, 2019

Kristen Hoheisel
Executive Director of Finance and Operations
Stillwater Public Schools
1875 S. Greeley St.
Stillwater, MN 55082

Dear Ms. Hoheisel,


In response to your request, I am offering to extend the term of the existing lease at 5280 and 5288 Stagecoach Trail, Oak Park Heights, MN. The new term shall require the school district to vacate the premises by September 30, 2019.

All terms and conditions of the existing lease shall remain unchanged.

Please sign and return a copy of this letter within seven days from today. A pdf emailed copy is sufficient.

Thank you very much.

Sincerely,



Sydney Stephan
Stephan Stagecoach LLC
22200 Meadowbrook Ave. N.
Scandia, MN 55073
stagecoachproperty@gmail.com

Accepted by: _____ Date _____



Agenda Item XII. A. B.C.
Date Prepared: August 12, 2019
ISD 834 Board Meeting

Agenda Item: School Board Reports
Meeting Date: August 22, 2019

Background:

- A. Chairperson Report
- B. Working Group Reports
 - 1. Community Engagement
 - 2. Finance and Operations
 - 3. Legislative
 - 4. Personnel
 - 5. Policy
- C. Board Member Reports

Each meeting the Board Chair and the members of the school board will provide updates on items of interest in the announcement category. Many times these topics develop between the time the agenda is prepared and distributed, and the meeting date. Topics generally include announcement of attendance at district events, working group updates, communications items, informational items and correspondence items worth noting. What is included in this item will vary each meeting depending on the nature of the topics, the school year schedule and time of activities.

Recommendation:

Board action is not required.



Agenda Item XIII.
Date Prepared: August 15, 2019
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: August 22, 2019
Contact Person: School Board Chair

Background:
The meeting must be adjourned formally.
