



**Independent School District 834
Video Conference
School Board Business Meeting Agenda – March 25, 2021 6:00 p.m.**

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Superintendent Report**
- V. **Introductory Items**
 - A. Student Report
 - B. Recognition – Milan Jostes, US Junior Speedskating Championships Competition
- VI. **Open Forum**

Fifteen speakers will be allotted three minutes each to speak
- VII. **Consent Agenda**
 - A. Minutes of March 11, 2021 Business Meeting
 - B. Disbursement Register – March 13, 2021 - March 26, 2021
 - C. Accept Gifts and Donations – February 2021
 - D. Accept Treasurer's Report – February 2021
 - E. 2021 Roof Replacement
 - F. Stillwater Area High School Fire Pump Replacement
 - G. Human Resources Personnel Report
- VIII. **Reports**
 - A. District Leadership and School Board Professional Development - Paula Forbes
 - B. Contract Reviews - March 5, 2021 - March 18, 2021 – Dr. John Thein
 - C. In-Person School Board Meeting Update - Mr. John Perry
- IX. **Action Items**
 - A. Policy Number Alignment - Dr. Jennifer Cherry
- X. **Board Member Reports**
 - A. Board Chair Report
 - B. Working Group Reports
 - 1. Finance and Operations
 - 2. Legislative
 - 3. Policy
 - C. Board Member Reports
- XI. **Adjournment**
 - A. Adjourn

In response to guidance from the Centers for Disease Control and Prevention (CDC) on social distancing, the school board meeting will be available to the public to watch online only. The meeting will be web streamed live and archived on the district's website. Future board meetings may be conducted electronically until CDC recommendations related to the COVID-19 situation change

Agenda Item I.
Date Prepared: February 3, 2021
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: March 25, 2021

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.

Agenda Item: Roll Call
Meeting Date: March 25, 2021

Background:

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

Board Members

Beverly Petrie, Chair

Alison Sherman, Vice Chair

Matt Onken, Treasurer

Annie Porbeni, Clerk

Katie Hockert, Director

Tina Riehle, Director

Liz Weisberg, Director

Malinda Lansfeldt, Interim Superintendent, Ex-Officio

Recommendation:

Board action is not required.

Agenda Item III.
Date Prepared: February 3, 2021
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: March 25, 2021

Background:

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

Recommendation:

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

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

Agenda Item IV.
Date Prepared: February 3, 2021
ISD 834 Board Meeting

Agenda Item: Superintendent Report
Meeting Date: March 25, 2021

Background:

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

Recommendation:

Board action is not required.

Agenda Item: Introductory Items
Meeting Date: March 25, 2021
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: Open Forum
Meeting Date: March 25, 2021

Background:

Open Forum Expectations during COVID-19 Pandemic

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

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

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

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

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

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

Recommendation:

This is for informational purposes only.



**Agenda Item VII. A.B.C.D.E.F.G.
Date Prepared: March 19, 2021
ISD 834 Board Meeting**

Agenda Item: Consent Agenda
Meeting Date: March 25, 2021
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 Regular Meeting Minutes March 11, 2021

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

A copy of the minutes is included for your review.

B. School Board Meeting Disbursement Register March 13, 2021 to March 26, 2021

Contact Person: Dr. John Thein, Director, Finance

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

C. Accept Gifts and Donations – February 2021

Contact Person: Dr. John Thein, Director, Finance

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

D. Treasurer's Report – February 2021

Contact Person: Dr. John Thein, Director, Finance

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

E. 2021 Roof Replacement

Contact Person: Mark Drommerhausen, Director, Operations

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

F. Stillwater Area High School Fire Pump Replacement

Contact Person: Mr. Mark Drommerhausen, Director, Operations

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

G. Human Resources Personnel Report

Contact Person: Cindy Gustafson, Executive Director of Administrative Services

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

Recommendation:

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

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



Independent School District No. 834 – Stillwater Area Public Schools
Video Conference
March 11, 2021 – 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: Beverly Petrie, Chair, Alison Sherman, Co-Chair, Matt Onken, Treasurer, Annie Porbeni, Clerk, Katie Hockert, director, Tina Riehle, director.
- III. **Approval of the Agenda**

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

Liz Weisberg, director joined at 6:09 p.m.

IV. **Superintendent Report**

- Interim Superintendent Lansfeldt was able to meet with Senator Chamberlain this week to promote the AMSD education platform.
- At this point, any school district staff member who indicated that they would like to receive the COVID-19 vaccine should have received an email from one of the state vaccine sites to sign up for an appointment.
- The Minnesota State High School League (MSHSL) approved Section 211.01 of the MSHSL Constitution. This amendment provides for two superintendents to be added to the Board of Directors. These superintendents will be selected by the Minnesota Association of School Administrators (MASA).
- Paula Forbes will provide professional development to our district leadership team and our school board members. The series of training will bring people together, establish communications, set priorities and continue equity work.
- Attended the Stillwater Chamber Mixer at the JX Event Center along with Annette Salaman, Director of Community Education.
- High School students started back to school in-person on Monday, March 8, 2021

V. **Introductory Items**

A. **Student Report**

Mara provided a report on academics and Student Life -

- Students who have selected to stay online have the opportunity to interact with many of their classes via Zoom.
- Students who are taking the AP test this spring have received their schedules via school email. Tests are staggered throughout the end of the school year.

Brynn provided a report on Activities -

- Mara shared an update on high school sporting events. For more information, please visit; <https://goponies.org/>.

- B. Recognition - Roxy Humphrey, Andersen Elementary
Anna Wilcek, principal at Andersen Elementary recognized Roxy Humphrey, a fifth grade teacher at Andersen Elementary, who recently published her first children's book.

VI. Open Forum

- Pamela Carlson, Stillwater, MN - Thank you to students and staff.

VII. Consent Agenda

- A. Minutes of February 25, 2021 Business Meeting
- B. Minutes of March 4, 2021 Closed Meeting
- C. Disbursement Register – February 27, 2021 – March 12, 2021
- D. Human Resources Personnel Report
- E. Type III District Vehicles

Motion to approve the Consent Agenda Items B, C and E by: Member Onken; Second by: Member Hockert; Vote: 7 ayes, 0 nays: Motion carried unanimously.

Motion to approve the Consent Agenda Item A as corrected by: Member Riehle; Second by: Member Sherman; Vote: 7 ayes, 0 nays: Motion carried unanimously.

Motion to approve the Consent Agenda Item D by: Member Weisberg; Second by: Member Hockert; Vote: 7 ayes, 0 nays: Motion carried unanimously.

VIII. Reports

- A. On the Dial - Interim Superintendent Lansfeldt
Interim Superintendent Lansfeldt provided an update on the return to school for middle and high school students. She reviewed the operational capacity challenges and staffing shortages. She reported that all district staff members have been offered the opportunity to schedule a vaccine appointment through the state or county.
- B. Contract and Expenditures Reviews - Dr. John Thein, Director of Finance
This is an information report on the eight contracts from February 19, 2021 through March 4, 2021 for goods and services equaling less than \$50,000.00
- C. Enrollment & Finance Update - Mr. Mark Drommerhausen, Director of Operations and Dr. John Thein, Director of Finance
Mr. Drommerhausen shared 2021-2022 enrollment projections and Dr. Thein discussed the district's budget. This information was shared during the work session prior to the board meeting.
- D. Policy Number Alignment - Dr. Jennifer Cherry, Assistant Superintendent
Dr. Cherry shared that for the past several years, as policies have been revised or adopted a new numbering system has been utilized. This new numbering system follows the Minnesota School Board Association Model Policies. A number of existing district policies, not yet up for review by the Board, utilizes an older numbering system which is categorized by name/letters followed by a number. Having two different naming and numbering systems is confusing and makes finding and accessing district policies difficult. To create clarity and transparency around school district policy, moving to one numbering system is recommended.
- E. Online Learning Recommendation - Dr. Jennifer Cherry
Dr. Cherry updated that the interest in supporting online learning for the 2021-2022 school year was lower than anticipated. Staff will continue to develop flexible scheduling options and online courses. Staff will continue to work with families to meet the needs of students.

IX. Action Items

- A. Boundary Realignment - Mr. Mark Drommerhausen, Director of Operations
Mr. Drommerhausen presented Information regarding a proposed attendance boundary realignment for an existing and a proposed housing development at the corner of Hudson Road and Settlers Ridge Parkway in Woodbury at the February 25, 2021 School Board Business meeting.

Motion to approve the Attendance Area 32B North and 32B South Realignment by: Member Onken; Second by: Member Sherman; Vote: 7 ayes, 0 nays: Motion carried unanimously.

X. Board Reports

- A. Board Chair Report – Chair Petrie has been attending weekly MSBA informational meetings regarding the legislature. This is a funding year for the next two years. A letter was sent to Legislatures from various organizations dealing with education issues. A couple of requests in the letter were asking for help to mitigate the impact due to enrollment loss and to provide funding for summer school.
- B. Working Group Reports
 1. Finance and Operations - Nothing to report
 3. Legislative - Chair Petrie reported this in her Board Chair Report
 4. Policy - Next meeting is on March 17, 2021
- C. Member Reports:
 - Director Weisberg reported that Community Ed has a negative budget balance due to childcare provided during the pandemic. There are some legislative bills that could possibly give some relief. She is also requesting information from the administration from the 2019 audit on the corrective actions and a complete accounting expense on the bus terminal for the upcoming Finance and Operations meeting.
 - Dr. Hockert will be participating in District 916 Superintendent interviews.

XI. Adjournment

- A. The meeting adjourned at 8:30 p.m.

Respectfully submitted, Annie Porbeni, Clerk



Agenda Item: VII. E.
Date Prepared: March 10, 2021
ISD 834 Board Meeting

Agenda Item: 2021 Roof Replacement
Meeting Date: March 25, 2021
Contact Person: Mark Drommerhausen, Director of Operations

Background: The Stillwater Area Public Schools – 2021 Roof Project is scheduled to take place at Oak Park School.

The areas of roof at Oak Park School to be replaced cover the cafeteria, gym and current Transitions classrooms. These roof sections were last replaced in 1989 and have reached life expectancy. It will be replaced by the District's standard modified built up roofing system that includes a 30 year warranty on materials and labor.

Construction costs for this project were estimated to be \$502,000 and are part of the approved FY 2022 Long-Term Facilities Maintenance funding.

Eight bids were received on March 9, 2021. The lowest responsible bidder was Ettel and Franz Roofing Company of St. Paul, MN for a bid total of \$547,700. Kraus-Anderson has verified the bidders and recommends them as the lowest responsible bidder. Administration is requesting to award the bid to Ettel and Franz Roofing Company at Oak Park School.

Location(s): Oak Park School

Project Name: Stillwater Area Public Schools – 2021 Roof Projects

Fund: Long-Term Facilities Maintenance – Roof Replacement

Item: Roof replacement at Oak Park School

Amount: Ettel and Franz Roofing Company at Oak Park School for a bid total of \$547,700.00

Recommendation:

Approval of the Consent Agenda will be requested.

EXPENDITURE APPROVAL FORM

Fiscal Year 2020-2021

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

REQUESTED BY: Mark Drommerhausen, Director of Operations

DATE: March 16, 2020

DESCRIPTION OF REQUEST

Replace a roof section at Oak Park School. The areas of roof cover the cafeteria, gym and current Transitions classrooms. The lowest responsible bidder is by Ettel and Franz Roofing Company of St. Paul, MN for a bid total of \$547,700.00.

FINANCIAL IMPACT

Budget(s) Impacted: \$547,700 Long-Term Facilities Maintenance Budget

Is This a One-Time Expenditure?

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

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

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

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

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

☐ **No**

PROGRESS MONITORING

Work to be completed summer of 2021



March 10, 2021

Mr. Anthony V. Willger
Stillwater Area Public Schools – ISD #834
1875 Greeley Street South
Stillwater, MN 55082

RE: Stillwater Public Schools – Oak Park 2021 Roof Replacement – Bid Verification

Dear Mr. Willger:

This letter is concerning the contract awards for the Stillwater Public Schools – Oak Park 2021 Roof Replacement project that was bid on March 9, 2021. Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders and their bid amount.

Work Scope		Contractor, City, State		Bid Amount
WS 07-H	Roofing	Ettel & Franz Roofing Company St. Paul, MN	Base Bid	\$547,700.00

The total amount of the Base Bids is **\$547,700.00**

We have enclosed the Bid Tabulation sheets that reflect the bids received.

If you have any questions regarding this information, please do not hesitate to contact me at 612-590-9264.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Khalid Maye
Project Manager



ARCHITECT: Wold Architects and Engineers

3/9/21 2:00 PM

WS 07-H: Roofing



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

Agenda Item: Stillwater Area High School Fire Pump Replacement
Meeting Date: March 25, 2021
Contact Person: Mark Drommerhausen, Director of Operations

Background: The Stillwater Area High School Fire Pump Replacement project will replace the pump, diesel engine, jockey pump and controller for the Stillwater Area High School's fire suppression system. Substantial damage to the fire pump's engine occurred during a routine weekly test. After being evaluated by Cummins Inc., it was determined the engine will need to be replaced. The pump, jockey pump and controller will also be replaced at this time due to their age and compatibility of the new engine. The MN State Fire Marshal's Office has issued written orders to replace the buildings fire pump. This project will be funded by the Long Term Facilities Maintenance program.

Two proposals were received for the Stillwater Area High School Fire Pump Replacement project. The lowest proposal is from Summit Fire Protection of Saint Paul, MN for a total of \$98,265.00. Administration requests approval to award the proposal to Summit Fire Protection.

Location(s): Stillwater Area High School

Project Name: Stillwater Area High School Fire Pump Replacement

Fund: Long-Term Facilities Maintenance

Item: Fire Pump Replacement

Amount: Summit Fire Protection for a total of \$98,265.00

Recommendation:

Approval of the Consent Agenda will be requested.

EXPENDITURE APPROVAL FORM

Fiscal Year 2020-2021

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

REQUESTED BY: Mark Drommerhausen **DATE:** 3/15/2021

DESCRIPTION OF REQUEST

The Stillwater Area High School Fire Pump Replacement project will replace the pump, diesel engine, jockey pump and controller for the Stillwater Area High School's fire suppression system. Substantial damage to the fire pump's engine occurred during a routine weekly test. After being evaluated by Cummins Inc., it was determined the engine will need to be replaced. The pump, jockey pump and controller will also be replaced at this time due to their age and compatibility of the new engine. The MN State Fire Marshal's Office has issued written orders to replace the buildings fire pump. This project will be funded by the Long Term Facilities Maintenance program.

Two proposals were received for the Stillwater Area High School Fire Pump Replacement project. The lowest proposal is from Summit Fire Protection of Saint Paul, MN for a total of \$98,265.00. Administration requests approval to award the proposal to Summit Fire Protection.

FINANCIAL IMPACT

\$98,265.00. Additional costs will be incurred to that are identified in the exclusions of the proposal.

Budget(s) Impacted: \$98,265.00 Long-Term Facility Maintenance Budget.

Is This a One-Time Expenditure?

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

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

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

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

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

☐ **No**

PROGRESS MONITORING

Work to be completed ASAP.

Stillwater Area Public Schools -Stillwater Area High School Fire Pump Replacement
15-Mar-21

Company Name	Proposal Price
Summit Fire Protection 575 Minnehaha Avenue W. St. Paul, MN 55103	\$98,265.00
Viking Automatic Sprinkler Co. 301 York Ave. St. Paul, MN 55130	\$133,990.00

Proposal and Contract

Summit Fire Protection Co. ("Summit Fire Protection") makes the following proposal (the "Proposal"):

Date of Proposal: March 2, 2021

Proposal Submitted To: ISD #834

Attention: Tony Willger

Regarding: Fire Sprinkler Fire Pump Proposal

Project Name: Stillwater Area High School
Address: 5701 Stillwater Blvd.
Oak Grove Heights, MN 55082

Specifications: The equipment to be provided by Summit Fire Protection as part of this Proposal, as well as design and installation services, are sometimes collectively referred to in this Proposal as the "Project".

SCOPE OF WORK

Summit Fire Protection shall provide the necessary labor and materials to make the requested corrections to the fire sprinkler system. Work is to be performed during normal working hours and days. All work to be in accordance with NFPA 13 and the Authority Having Jurisdiction.

- Replace existing 1500 gallons per minute diesel engine fire pump.
- Install UL Listed/ FM approved Aurora 6x8x18B Model 481 horizontal split case fire pump.
- Includes Clark model JU6H-UFADNO, 197 HP diesel engine at 1750 rpm.
- Includes high pressure discharge flange.
- Includes 6x8 concentric discharge increaser.
- Includes high pressure relief valve.
- Includes 6x8 enclosed waste cone.
- Install Tornatech model GPD fire pump controller with 12-volt battery charger.
- Install UL Listed/FM approved Aurora jockey pump model PVM3-12.
- Install Tornatech Model JP3 jockey pump controller.
- All associated controller trim valves and piping included.
- Permit as required by the city of Stillwater.

EXCLUSIONS

- System valve replacement
- System pipe replacement or repair
- Fire pump test valves and connections
- Overtime or after-hours labor
- Fire alarm system or audible alarms
- Concrete pump pad alteration for pump alignment
- Diesel fuel storage tank replacement and fuel lines
- Exhaust piping replacement
- Electrical wiring

Contract Price: Summit Fire Protection shall perform the above-described work at the following price: **\$ 98,265.00** Ninety-Eight Thousand Two Hundred and Sixty-Five Dollars (the "Contract Price").

Completion of the Project: Summit Fire Protection offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit Fire Protection's option, if Summit Fire Protection does not receive a signed acceptance of this Proposal by Owner after 30 days. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit Fire Protection and Owner.

SUMMIT FIRE PROTECTION CO.

By: Andrew Kovala

Signature

Andrew Kovala

Print Name

Sales Representative

Phone: (612) 214-6991

OWNER ACCEPTANCE OF PROPOSAL

Summit Fire's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit Fire Protection and Owner.

OWNER:

By:

Signature

Print Name

Date

SUMMIT FIRE PROTECTION CO PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Fire Protection Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit Fire Protection," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit Fire Protection and Owner by a written change order signed by Summit Fire Protection and Owner. Summit Fire Protection reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit Fire Protection will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit Fire Protection shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit Fire Protection will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit Fire Protection will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit Fire Protection provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit Fire Protection shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit Fire Protection in connection with Summit Fire Protection's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit Fire Protection based on Summit Fire Protection's standard fees and charges at the time. No other express or implied warranties are made by Summit Fire Protection. Summit Fire Protection's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit Fire Protection, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit Fire Protection and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit Fire Protection applies, Summit Fire Protection shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit Fire Protection.
6. **Access.** Owner shall allow Summit Fire Protection to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit Fire Protection personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit Fire Protection until payment in full of the Contract Price, at which time title shall pass to Owner. Summit Fire Protection shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit Fire Protection other rights and remedies.
8. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**
 - (a) **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.**
 - (b) **UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."**
9. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit Fire Protection under this Contract, Owner agrees that the maximum liability of Summit Fire Protection shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit Fire Protection with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit Fire Protection harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit Fire Protection.
10. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit Fire Protection as and when required, Summit Fire Protection shall have the right, but not the obligation, to immediately stop work on the Project and Summit Fire Protection may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit Fire Protection for reasonable legal fees and costs incurred by Summit Fire Protection in the enforcement of this Contract.
11. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit Fire Protection, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit Fire Protection agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit Fire Protection are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit Fire Protection agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit Fire Protection agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit Fire Protection expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
12. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

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

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Acosta, Mary	Resignation	SSS Accountant Central Services	CSS	May 13, 2021
Bailey, Avery	Resignation	1.0 FTE English Teacher Oak-Land Middle School	SCEA	June 7, 2021
Ford, Cristin	Resignation	1.0 FTE Special Education Teacher Lake Elmo Elementary	SCEA	June 7, 2021
Huninghake, Audrey	Resignation	Cafeteria 5.0 hrs/day Andersen Elementary	Cafeteria	March 5, 2021
Stone, Jacob	Resignation	Custodian LVL IV, 8.0 hrs/day Early Childhood Family Center	Custodial	February 28, 2021

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Adams, Susan	Cafeteria 4.0 hrs/day Mahtomedi High School	\$15.56 / hour	Replacement	Cafeteria	March 16, 2021
Ahlgren, Adam	Summer Grounds Crew, 8.0 hrs/day District Wide	\$12.50 / hour	2020-2021 Staffing	Casual	May 17, 2021 - August 15, 2021
Anderson, Nisha	Community Education Assistant 4.0 hrs/week Andersen Elementary	\$15.75 / hour	Replacement	CE Leads & Assistants	April 6, 2021
Chau, Isabella	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	April 1, 2021
Connors, Michael	Summer Grounds Crew, 8.0 hrs/day District Wide	\$12.50 / hour	2020-2021 Staffing	Casual	May 17, 2021 - August 15, 2021
Cote, Sawyer	Summer Grounds Crew, 8.0 hrs/day District Wide	\$12.50 / hour	2020-2021 Staffing	Casual	May 17, 2021 - August 15, 2021
Hendrickson, Junko	Cafeteria 3.0 hrs/day Lake Elmo Elementary	\$15.28 / hour	Replacement	Cafeteria	March 15, 2021
Mason, Alexander	Paraprofessional 6.0 hrs/day Stonebridge Elementary	\$16.50 / hour	Replacement	SCPA	March 9, 2021
Millar, Sandra	Paraprofessional 4.0 hrs/week Early Childhood Family Center	\$18.14 / hour	Replacement	SCPA	March 17, 2021
Potter, Noah	Summer Grounds Crew, 8.0 hrs/day District Wide	\$12.50 / hour	2020-2021 Staffing	Casual	May 17, 2021 - August 15, 2021
Rivera-Rios, Alejandra	Community Education Casual District Wide	\$15.00 / hour	Casual	Casual	March 15, 2021
Schraut, Sherry	Paraprofessional 6.0 hrs/day Rutherford Elementary	\$16.12 / hour	Replacement	SCPA	March 16, 2021
Sortedahl, John	Summer Grounds Crew, 8.0 hrs/day District Wide	\$12.50 / hour	2020-2021 Staffing	Casual	May 17, 2021 - August 15, 2021
Springer, Cade	Summer Grounds Crew, 8.0 hrs/day District Wide	\$12.50 / hour	2020-2021 Staffing	Casual	May 17, 2021 - August 15, 2021

LEAVES OF ABSENCE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Fischer, Melissa	Approve	Health Care Specialist, 6.5 hrs/day Stillwater Area High School	CSS	January 15, 2021 - February 23, 2021
Mankowski, Ashley	Approve	.8 FTE Science Teacher St. Croix Valley ALC	SCEA	January 4, 2020 - March 24, 2021
Mathaus, Erin	Approve	Paraprofessional 6.0 hrs/day Oak-Land Middle School	SCPA	March 22, 2021-April 5, 2021

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Bayers, Lisa	Cafeteria 4.0/hrs day Stonebridge Elementary	Paraprofessional 6.0 hrs/day Rutherford Elementary	Replacement	SCPA	March 15, 2021
Johnson, Valentine	Custodian, LVL V, 8.0 hrs/day Brookview Elementary	Custodian, LVL IVB, 8.0 hrs/day ECFC & Stillwater Middle School	Replacement	Custodial	March 16, 2021
Snyder, Douglass	Temporary Floating Custodian District Wide	Custodian, LVL VI, 8.0 hrs/day District Wide	Replacement	Custodial	March 11, 2021

ADDITIONAL ASSIGNMENTS

NAME	Position	Reason	Group	EFFECTIVE DATE
Geng, Donald	Community Education Casual District Wide	Casual	Casual	March 15, 2021
Haugh, Andrew	Community Education Casual District Wide	Casual	Casual	March 15, 2021

Agenda Item: VIII. A.
Date Prepared: February 3, 2021

Agenda Item: District Leadership and School Board Professional Development
Meeting Date: March 25, 2021
Contact Person: Interim Superintendent Malinda Lansfeldt

Background:

Paula Forbes will provide professional development to our District Leadership Team and our School Board Members. The series of training will bring people together, establish communications, set priorities and continue equity work.

No Action required.

Report Agenda: Contract and Expenditure Reviews
Meeting Date: March 25, 2021
Contact Person: Dr. John Thein, Director of Finance

Summary

The school board requested a change to contract and expenditure procedures to enhance clarity and consistency. At the October 8, 2020 business board meeting it was approved, effective immediately, a new procedure for contracts within the administration's authority less than \$50,000 now must be brought to the Board after execution. All such contracts are brought to the board for informational purposes.

Below is a list of contracts from March 5, 2021 to March 18, 2021.

- Affinitech – 5 – 75” ViewSonic Displays, 5 carts and 5 extended warranties placed at Lake Elmo in 1 classroom, Rutherford in 2 classrooms and Stonebridge in 2 classrooms. Cost is \$14,193.30.
- Bethel University - MOU (Memorandum of Understanding) with Stillwater High School to ensure that the SPA290 Ibero-American History course being offered by Bethel at our high school through the College in the Schools (CIS) program. The cost per credit is \$75.00 and the term is from August 31, 2021 thru June 2, 2022.
- Fusion Fitness and Nutrition – Personal Training held at the Pony Activity Center. Cost is \$50.00 per session (each session is one hour).
- HomeTown Ticketing – This is a digital ticketing platform that provides secure transactions, real-time reporting and touch-less redemption with immediate access to funds at no cost to our district. This digital ticketing platform is currently being offered for all of our Athletic activities.
- PowerSchool (student system) – Powerpack license and subscription and implementation. Cost is \$4,534.90.
- Skyhawks Sports – Variety of classes (Beginning golf, cheerleading, volleyball, mini-hawk basketball, flag football, baseball tots, soccer, tennis and track & field). Cost ranges from \$65.00 to \$129.00 per student/class.
- Washington County Service Contract/Statewide Health Improvement Partnership (SHIP) grant. Scope of Service is to address the Healthy Schools and Workplace strategies for students and employee wellness as covered under the SHIP grant for WA Cty by the MN Dept of Health (MDH). Total grant is \$15,775.00.
- Xcel Energy Correspondence Department – A Consent to Disclose Utility Customer Data in order to determine our eligibility for an energy program - no cost.

Recommendation:

This is a report for information.



Agenda Item: VIII. C.
Date Prepared: March 22, 2021

Agenda Item: In-Person School Board Meeting Update

Meeting Date: March 25, 2021

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

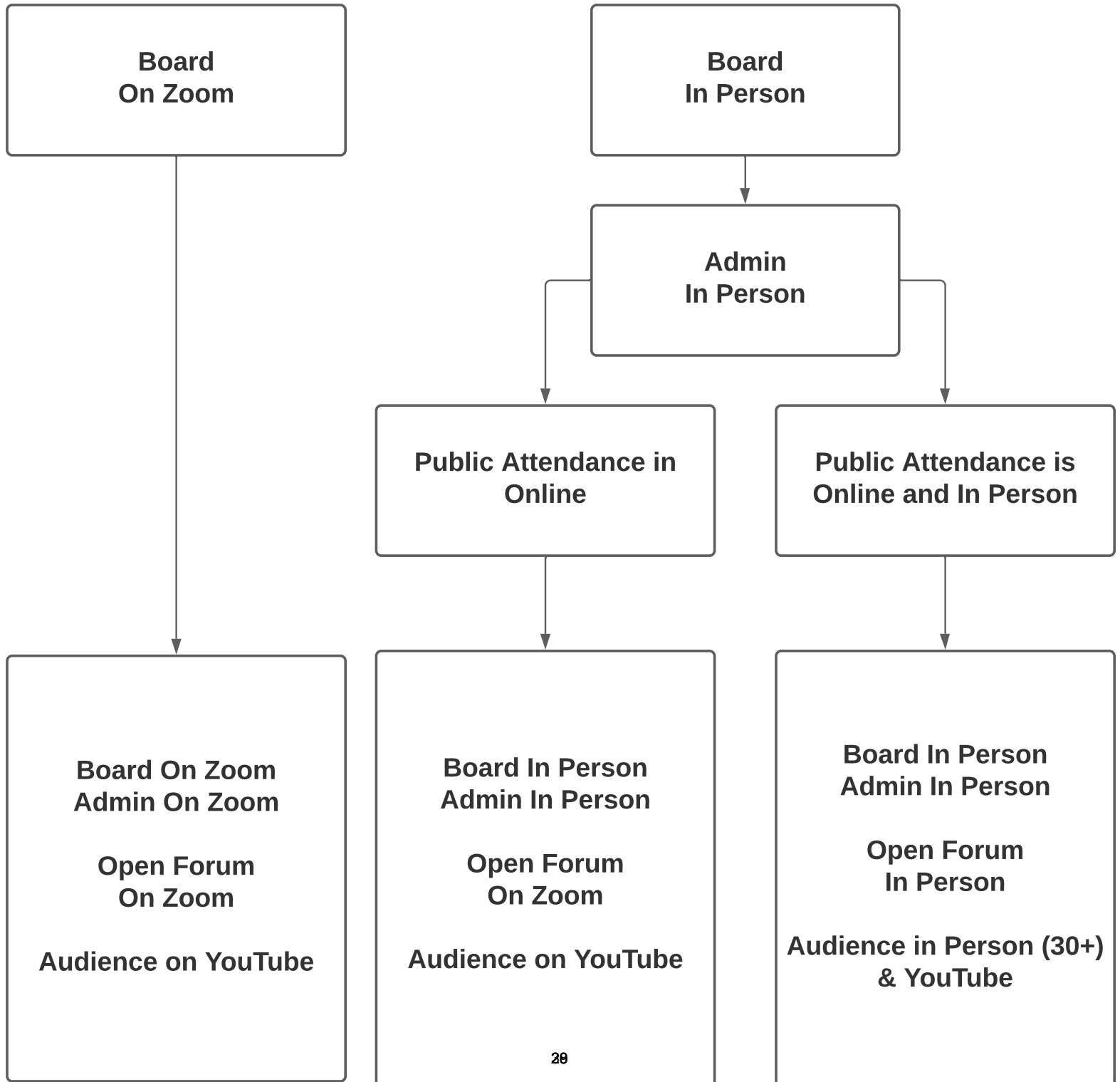
Background:

Mr. Perry will present an overview of the setup and options for in-person board meetings at the Oak Park Professional Development Center.

No Action required.

[illegible]

Board Meeting Options



Agenda Item: Policy Number Alignment
Meeting Date: March 25, 2021
Contact Person: Dr. Jennifer Cherry, Assistant Superintendent

Background:

School district policies are reviewed and revised regularly by the School Board. For the past several years, as policies have been revised or adopted a new numbering system has been utilized. This new numbering system follows the Minnesota School Board Association Model Policies. All policies start with a number in this series.

100	School District
200	School Board
300	Administration
400	Personnel
500	Students
600	Education Programs
700	Non-Instructional Operations
800	Buildings and Sites
900	School District - Community Relations

A number of existing district policies, not yet up for review by the Board, utilize an older numbering system which is categorized by name/letters followed by a number. Older policies are categorized by:

BGP	Board Governance Policy
R	Results
SR	Statutory Requirements
SBR	Superintendent Board Relationship

Having two different naming and numbering systems is confusing and makes finding and accessing district policies difficult. To create clarity and transparency around school district policy, moving to one numbering system is recommended.

A list of policies to be renumbered is attached.

Recommendation

A motion and a second to approve the Policy Number Alignment.

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

CURRENT POLICY NUMBER	NEW POLICY NUMBER	POLICY NAME (NO CHANGE)
BGP 1.0	201.1	Board Purpose
BGP 10.0	201.10	Board Resignation/Vacancy
BGP 11.0	201.11	Board Policy Violation
BGP 12.0	201.12	Board Development and Evaluation
BGP 2.0	201.2	Guiding Principles
BGP 3.0	201.3	Operating Norms
BGP 4.0	201.4	Board Member Code of Conduct
BGP 5.0	201.5	Conflict of Interest
BGP 6.0	201.6	Community Engagement and Public Participation
BGP 7.0	201.7	Board Job Description
BGP 8.0	201.8	Board Organization and Officers Roles
BGP 9.0	201.9	Board Working Groups
R 1.0	616	Shared Responsibility and Student Performance Measures / School District System Accountability
R 1.10	609	Religion in the Schools
R 1.11	512	Student Publications
R 1.12	606	Selection and Review of Instructional Resources
R 1.13	512.1	Student Production of Goods and Services
R 1.14	512.2	Public Performances by Students
R 1.16	712	Video Surveillance
R 1.17	529	Staff Notification of Violent Behavior by Students
R 1.2	603	Curriculum
R 1.3.2	608	Instructional Services - Special Education
R 1.3.21	624	Online Learning Policy
R 1.4	810	School Attendance Areas
R 1.4.1	509	Student Enrollment Options
R 1.4.3	503.1	Attendance and Student Mobility
R 1.5	513	Student Placement in Academic Program

R 1.6	510	Co-Curricular Activities
R 1.7	610	Activities and Programs Away from the School Campus
R 2.0	601	Academic Achievement Plan Primary tabs
R 3.0	618	Assessment
R 3.1	515.1	Students Progress Records
R 3.2	616.1	Examination/Grading/Rating
R 3.3	403.3	Evaluation of Personnel
R 3.4	604	Evaluation of the Instructional Program
R 4.0	606.1	Resource Identification and Use
R 4.1	902	Use of School Facilities
R 4.1.1	811	Facilities Naming
R 4.2	625	Media Center/Library
R 4.5	709	Transportation
R 4.6	403	Personnel
R 4.6.1	404.1	Health Examination
R 4.6.10	518	DNR/DNI
R 4.6.11	403.4	Identification Badges
R 4.6.12	706	Gifting
R 4.6.2	403.2	Non-School Employment
R 4.6.3	403.1	Soliciting and Selling
R 4.6.4	430	Political Activities
R 4.6.5	904	Distribution of Materials on SD Property by Non-School Persons
R 4.6.6	910	Publication or Creation of Materials
R 4.6.7	409.1	Copyrights and Patents
R 4.6.8	423	Tutoring
R 5.0	911	Positive Relationship
R 5.1	912	Respectful Behavior
R 5.3	103.1	Educational Program Concerns/Resolution/Appeal
R 5.4	714	Fund Balance
R 5.5	714	Investments
R 5.6.2	510.1	Participation of Non-Public School Students in Co-Curricular Activities

R 6.0	606.2	Sanctioned Risk
R 7.0	102.1	Opportunities of Choice
R 7.1	722.1	Information Access/Decision-making
R 8.0	913	Communication
SBR 1.0	302.1	Roles of Board and Superintendent
SBR 2.0	302.2	Monitoring Superintendent Performance
SBR Global	301.3	Superintendent - Board Relationship
SR 1.1	409	Employee Publications, Instructional Materials; Inventions and Creations
SR 1.10	413	Harassment and Violence
SR 1.10	526	Racial, Religious, Sexual Harassment, Violence and Hazing
SR 1.11	515	Data Privacy Protection and Privacy of Pupil Specific Data
SR 1.12	414	Mandatory Reporting of Child Neglect or Physical or Sexual Abuse
SR 1.13	420	Blood Borne Pathogens and Infectious Diseases in Staff and Students
SR 1.14	516	School Health Related Program / Student Medications
SR 1.15	807	Health and Safety
SR 1.16	711	Video Surveillance
SR 1.17	712	Video Surveillance Other Than on Busses
SR 1.18	532	Use of Peace Officers and Crisis Teams to remove students with IEPs from school grounds
SR 1.19	501	School Weapons Policy
SR 1.2	806	Crisis Management
SR 1.21	612.1	Development of Parental Involvement - Title 1
SR 1.26	721	Uniform Grant Guidance Policy Regarding Federal Revenue Sources
SR 1.3	725	Record Retention
SR 1.4	906	Community Notification of Sex Offenders
SR 1.5	416	Drug and Alcohol Testing
SR 1.6	419	Drug-Free Workplace
SR 1.7	417	Chemical Use and Abuse
SR 1.8	404	Criminal Background Check - Staff and Volunteers
SR*	101.1	Global Policy Statutory Requirements

Agenda Item: School Board Reports
Meeting Date: March 25, 2021

Background:

- A. Board Chair Report
- B. Working Group Reports
 - 1. Finance and Operations
 - 2. Legislative
 - 3. 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 XI. A.
Date Prepared: February 3, 2021
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: March 25, 2021
Contact Person: School Board Chair

The meeting must formally adjourn.