



Independent School District 834
Stillwater City Hall – 216 North Fourth Street, Stillwater, MN
School Board Business Meeting Agenda – September 12, 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**
 - A. Recognition – Representative Shelly Christensen
- VIII. Open Forum**

Forty speakers will be allotted two minutes each to speak
- IX. Consent Agenda**
 - A. Minutes of August 22, 2019 Special Meeting
 - B. Minutes of August 22, 2019 Business Meeting
 - C. Disbursement Register August 24 – September 13, 2019
 - D. Marsh & McLennan Agency – Workers’ Compensation Renewal
 - E. Additional Transportation Facility Design
 - F. Human Resources Personnel Report
- X. Reports**
 - A. Open Forum Process – Policy Work Group
 - B. First Day of School Report – Dr. McDowell and Ms. Hoheisel
 - C. Second Reading: Policy 412-Expense Reimbursement - Policy Work Group
 - D. Second Reading: Policy 427-Workload Limits for Special Education Teachers -Policy Work Group
 - E. Second Reading: Policy 502-Search of Student Lockers, Desks, Personal Possessions, and Students Person - Policy Work Group
 - F. Second Reading: Policy 722-Public Data Requests -Policy Work Group
- XI. Action Items**
 - A. Proposal to Consider Mediation Parameters– Chair Ptacek
- 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 26, 2019
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: September 12, 2019

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: August 26, 2019
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: September 12, 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 26, 2019
ISD 834 Board Meeting

Agenda Item: Pledge of Allegiance
Meeting Date: September 12, 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 26, 2019
ISD 834 Board Meeting

Agenda Item: District Mission and School Board Goals
Meeting Date: September 12, 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 26, 2019
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: September 12, 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 26, 2019
ISD 834 Board Meeting

Agenda Item: Superintendent Report
Meeting Date: September 12, 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: September 5, 2019
ISD 834 Board Meeting

Agenda Item: Introductory Items
Meeting Date: September 12, 2019
District Recognition

Background:

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

Recommendation:

Board action is not required.



Agenda Item VIII.
Date Prepared: August 26, 2019
ISD 834 Board Meeting

Agenda Item: Open Forum
Meeting Date: September 12, 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.
Date Prepared: August 30, 2019
ISD 834 Board Meeting

Agenda Item: Consent Agenda
Meeting Date: September 12, 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 August 22, 2019
Contact Person: Sarah Stivland, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.
- B. School Board Meeting Minutes August 22, 2019
Contact Person: Sarah Stivland, Clerk or Sherri Skogen, Secretary
A copy of the minutes is included for your review.
- C. Disbursement Register August 24 – September 13, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
A copy of the register has been distributed to board members.
- D. Marsh & McLennan Agency – Workers' Compensation Renewal
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
A copy of the insurance agreement and workers' compensation data history is included for you review.
- E. Additional Transportation Facility Design
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
A copy of the 2019 Bus Improvements Added Civil Services Proposal is included for your review.
- 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.

Recommendation:

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

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



Independent School District 834 – Stillwater Area Public Schools
Stillwater City Hall, 216 North 4th Street, Stillwater, MN
School Board Closed Meeting Minutes – August 22, 2019 at 5:00 p.m.

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

District Members present: Superintendent Denise Pontrelli, Bob McDowell, Kirsten Hoheisel, Cathy Moen,
- III. The Board adjourned to closed session at 5:01 p.m. to discuss negotiations.
Motion by: Member Stivland; Second by: Member Pearson. Vote: 6 ayes, 0 nays, motion carried unanimously.
- V. Closed session adjourned to open meeting at 5:59 p.m.
Motion by: Member Riehle; Second by: Member Stivland; Vote: 7 ayes, 0 nays, motion carried unanimously.

Respectfully submitted by Sarah Stivland, clerk.



Independent School District No. 834 – Stillwater Area Public Schools
Stillwater City Hall, 216 North 4th Street, Stillwater, MN
August 22, 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; Tina Riehle, director; Sarah Stivland, clerk; and Superintendent Pontrelli, ex-officio. Absent: Jennifer Pelletier, director.

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 Stivland and the goals were read by Member Pearson.

V. Approval of the Agenda

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

VI. Superintendent's Report

Superintendent Pontrelli reported:

- Dr. Cindra Kamphoff presented at the all staff Kick-Off Meeting this past week with a talk on positive mindset.
- A video was shared that was shown at Kick-Off highlighting students. The theme this year is "Every Student Every Day".

VII. Introductory Items

There were no introductory items for this meeting.

VIII. Open Forum

Chair Ptacek indicated the Policy Committee will review the policy on the open forum process and bring a recommendation to the next meeting.

1. Kate Neumann – Stillwater Township – Ask to let go of the BOLD directive by some board members.
2. Dianne Pulaski – Stillwater - Whitson Grant is being offered. See the board and administration stuck. Ask that board review grant offer and email that was sent to all board members. She asks that you contact her for questions.
3. Mark Deziel – Lake Elmo – Asking for lawyer to be at the meetings.
4. Francis Porbeni – Woodbury - Public servants need to be transparent, open and honest board members.

IX. Consent Agenda

- A. Minutes of July 25, 2019 Special School Board Meeting
- B. Minutes of August 8, 2019 Special School Board 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.

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

X. Reports

A. Flex/E-Learning Day Update

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 shared the components of the draft plan to include purpose, process, expectations, communication and differences between elementary and secondary plans. It is anticipated that a final plan for approval will be brought to the school board in September

B. Post-Secondary and Concurrent Enrollment Options

Dr. McDowell provided an informational report on the Stillwater Area Public Schools offering Post-Secondary Enrollment Options (PSEO) and Concurrent Enrollment options to high school students (grades 10-12). 10th grade can only take one class. Students can enroll up to full-time in PSEO. Students will meet with the school counselor prior to enrollment and are considered college students while at the college. Dr. McDowell also shared aspects of the 916 programming offered at Century College. This report included information about how students enroll, enrollment numbers, differences between the programs and credit opportunities.

Concurrent enrollment is offered by Century College. College in the schools is given credit by the UofMN and these classes are taught by certified teachers at the high school. Students receive college and high school credit.

The following are all mandatory policies. The First Reading of the following policies were presented by Director Stivland.

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

Second reading will be brought to the September 12 board meeting.

XI. Action Items

A. Negotiation Board Representatives

Chair Ptacek appointed the following two members to participate in the negotiations team:

Director Shelley Pearson and Director Tina Riehle

Motion by: Member Weisberg to approve the board representatives for negotiations; Second by: Member Stivland; 6 ayes; 0 nays, Motion Carried Unanimously.

B. District Memberships 2019-2020

Recommendation made to renew the following memberships:

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

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

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

Motion by: Member Riehle to approve the memberships listed above; Second by: Member Stivland; Vote: 6 ayes, 0 nays, Motion Carried Unanimously

C. Second Extension of Stephan Stagecoach, LLC Property Lease

Our current extension agreement with Stephan Stagecoach LLC is set to expire 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 the Board consider approving a second extension agreement with Stephan Stagecoach, LLC that will expire on September 30, 2019.

Motion to approve the rental extension for the Stagecoach property lease by Member Weisberg; Second by: Member Burns, Vote: 6 ayes, 0 nays, Motion Carried Unanimously

XII. Board Member Reports

A. Board Chair Report

A Board Work Session was held this week with the first hour focused on the Pathways program presented by Principal Bach and some of his staff. The second hour board members discussed future goals.

Working on negotiations having 7-8 groups working with this year.

Attended the Kick-off with a lot of excitement and joy in the air.

B. Working Group Reports

1. Community Engagement – Director Pearson – Meeting was held this morning. Discussed going to events and getting feedback from community members. Sept 20th 3:30-6:30 a tent will be set up at homecoming to ask a question and provide information on the thought exchange results. Possibly will also do this during conference days. Lost five design team members from the community. If the loss was from a specific area of programming or an area we need to fill we will fill that position.
2. Finance and Operations – Director Weisberg – Meeting scheduled on August 29 at 7:45 that is an open meeting. Would like to discuss at the meeting allocation of bond funds, discuss status of the audit and asked for various reports to help with negotiations.
3. Legislative – Chair Ptacek – Sept 13th a meeting has been scheduled.
4. Personnel – Director Pearson – No meeting.

C. Board Member Reports

1. Director Riehle – Address open forum speaker – I do sponsor a lot of what the dance team has to offer. The relationship with this group is I give to and not receive from. Met with auditors who indicated to update the executive summary. Attended the new staff luncheon. Gratitude to innovation team and creative thinking and time spent to audit and reorganize their courses. Asking for board liaisons for each school and a unanimous teacher survey.
2. Director Weisberg – Sorry unable to attend kick-off event. Wish everyone a terrific year.
3. Director Pearson – Appreciate sending ideas ahead of time for the community engagement. Attended kick-off and heard a fabulous speaker. Teachers are working hard and I wish good luck to everyone in the school year.
4. Director Burns – Good luck to all administrators and teachers in the coming school year. Ready Set Go conferences were hailed as a great move and like to hear more feedback as how it goes this year.

5. Director Stivland – No report.

XIII. Adjournment

A. The meeting adjourned at 7:45 p.m.

Respectfully submitted, Sarah Stivland, school board clerk.



Agenda Item: IX. D.
Date Prepared: August 26, 2019
ISD 834 Board Meeting

Consent Agenda Item: Marsh & McLennan Agency – Workers’ Compensation Renewal
Meeting Date: September 12, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

Summary:

The Minnesota Workers’ Compensation Law states that all employers are required to purchase workers’ compensation insurance or become self-insured. This is often referred to as “mandatory coverage.” Employers risk being fine by the Department of Labor and Industry for failing to provide workers’ compensation insurance for their employees, regardless of whether an injury has occurred.

Administration recommends that the board approve the Workers’ Compensation Renewal along with the agency fee provided by Marsh & McLennan for 2019-2020.

A copy of the insurance agreement and workers’ compensation data history is provided

Recommendation:

Approval of the Consent Agenda will be requested.

PROFESSIONAL SERVICES AGREEMENT

STILLWATER ISD #834

October 4, 2019

John Siffert
Business Risk Consultant

AGREEMENT ("Agreement") effective 10/4/19 (the "Effective Date"), between Marsh & McLennan Agency LLC ("MMA"), and Stillwater ISD #834 ("you").

It is agreed as follows:

1. **Services**

MMA will act as your insurance broker and/or risk management consultant with respect to the lines of insurance listed in Section 2. MMA shall provide to you the following services (the "Services"):

Pre-Marketing Services

- (a) Conduct an initial strategy discussion in advance of each placement;
- (b) Assist you in assessing your risks and in developing insurance specifications which MMA will submit to insurers;
- (c) Recommend potential insurers;

Marketing and Placement Services

- (d) Solicit quotes from insurers that you select;
- (e) Negotiate on your behalf with insurers;
- (f) Assist you in evaluating the options received from insurers;
- (g) Use best efforts to place insurance for you, but only after you have authorized MMA to bind coverage for you;

Services related to MMA placements

- (h) Deliver confirmation of coverage once it is placed;
- (i) Follow up with insurance carriers to obtain policies and/or endorsements. MMA may deliver your insurance policies and endorsements to you electronically;
- (j) Review policies and endorsements for conformity with agreed terms and coverages;
- (k) Provide coverage summaries;
- (l) At your request, issue certificates or memoranda of insurance and/or auto identification cards;
- (m) Review premium and exposure audits, rating adjustments, dividend calculations and loss data;
- (n) Provide you with invoices, except in the case of direct billing by insurers. Remit premiums to insurers and, where applicable, remit taxes and fees to the relevant authorities, following receipt thereof from you;
- (o) Monitor published financial information of your current insurers and alert you when one of those insurers falls below MMA's minimum financial guidelines.

Claims-Related Services

- (p) Provide the following claims-related services:
 - Evaluate coverage applicability on all MMA placed business
 - Assist you in the development of settlement strategies

- Assist you with insurer negotiations

MMA may utilize the services of intermediaries to place your insurance, subject to your approval.

MMA may retain your information in paper or imaged format and may destroy paper copies if MMA retains digital images thereof.

MMA may include, on an anonymous basis, information relating to your insurance program in benchmarking, modeling, analytic and insurance offerings.

2. **Lines of Insurance**

Fee Coverage(s)
Workers' Compensation
Commission Coverage(s)
Volunteer Accident

3. **Compensation**

MMA shall be compensated for its services as follows:

Fee-Based Compensation

MMA will deliver its Services to you for the Fee Coverages for an annual fee of \$16,500 for a period of one year. The fee shall be paid by you commencing 10/4/19 in one annual installment.

MMA shall credit against the annual fee any retail commissions collected by them that apply to the Fee Coverages. If these commissions for a contract year exceed the annual fee, then MMA will return any excess retail commissions to you unless prohibited by applicable anti-rebating laws.

Commission-Based Compensation

MMA shall be compensated for its Services for the Commission Coverages through commissions from insurers.

Any commissions collected by MMA shall be considered fully earned at the time of placement. If you terminate a policy before it expires, MMA will retain the commission it has collected except that, if MMA places the replacement policy, MMA will return any unearned commission.

The form of MMA's compensation, whether by fee, commission or both shall not affect MMA's role as insurance broker or the scope of services provided by MMA.

MMA can provide additional services at an additional cost. The cost and scope of additional services will be



agreed in advance and reflected in an amendment to this Agreement or a separate agreement.

If there is a significant change in your operations or risks that affects the nature and scope of your insurance program and/or service needs, both parties agree to renegotiate MMA's compensation in good faith.

Compensation Disclosure

Please see Appendix A for MMA's standard compensation disclosure, which may be updated from time to time.

4. Term and Termination

The term of this Agreement is one year starting on the Effective Date and may be extended in writing.

Either party may terminate this Agreement upon 90 days' prior written notice. If MMA terminates this Agreement, MMA's compensation will be adjusted pro-rata to reflect the duration of the Agreement. [If you terminate this Agreement, MMA's annual compensation will be deemed earned as follows: 60% at the commencement of the current contract year; 75% after four months of the current contract year; and 100% after seven months of the current contract year.]

The obligation of MMA to provide Services to you will cease upon the effective date of termination, unless otherwise agreed in writing.

5. Taxes and Fees

MMA may place insurance for you that may require the payment of insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state or foreign regulators, boards or associations. You agree to pay such taxes and fees. MMA will remit any taxes and fees that it collects from you to the appropriate authorities.

6. Your Responsibilities

You shall be solely responsible for the accuracy and completeness of all information that you furnish to MMA and/or insurers, and you shall sign any required application for insurance. MMA shall not be responsible to verify the accuracy or completeness of any information that you provide, and MMA shall be entitled to rely on that information. MMA shall have no liability for any errors, deficiencies or omissions in any Services provided to you, including the placement of insurance on your behalf, that are based on inaccurate or incomplete information provided to MMA. You understand that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.

You will review all policy documents provided to you by MMA.

7. Other Revenue

If MMA assists you with obtaining premium financing, MMA may receive compensation from the finance company that provides the premium financing.

MMA earns and retains interest income on premium payments held by MMA on behalf of insurers between the time MMA receives these payments from you and the time MMA remits these payments to the insurers, where permitted by applicable law.

8. Disclaimers; Limitation of Liability

MMA does not speak for any insurer, is not bound to utilize any particular insurer and is not authorized to make binding commitments on behalf of any insurer, except under special circumstances which MMA shall endeavor to make known to you. MMA shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. MMA does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to you. MMA will not take any action to replace your insurers unless you instruct MMA to do so. The parties acknowledge and agree that, in performing the Services, MMA and its affiliates are not acting as a fiduciary for Client, except to the extent required by applicable law, and do not have a fiduciary or other enhanced duty to you. Any reports or advice provided by MMA should not be relied upon as accounting, legal, regulatory or tax advice. In all instances, MMA recommends that you seek your own advice on such matters from professional accounting, legal, regulatory and tax advisors.

MMA will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented by another broker, or any acts or omissions occurring prior to MMA's engagement.

In no event shall either party to this Agreement be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any services provided by MMA or its affiliates.

MMA may provide to you information and services related to insurance regulatory and insurance tax issues relating to your insurance program. Any reports or advice provided by MMA will be based on publicly available information and MMA's experience as an insurance broker and risk consultant in dealing with such matters for other clients and should not be relied upon as accounting, legal, regulatory or tax advice. In all instances, MMA recommends that you seek your own advice on accounting, legal, regulatory and tax matters from professional legal and tax advisers.



MMA may provide you with modeling and/or business analytics services, including hazard loss and catastrophe modeling, loss forecasting and triangles, adverse event simulation, scenario and portfolio risk analysis, decision mapping, risk bearing and risk retention tolerance analysis and insurance program evaluation analysis ("Modeling and Analytics"). Modeling and Analytics services will be based upon a number of assumptions, conditions and factors. If any of them or any information provided to MMA are inaccurate or incomplete or should change, the Modeling and Analytics provided by MMA could be materially affected. These services are subject to inherent uncertainty, and actual results may differ materially from that projected by MMA. They are provided solely for your benefit, and do not constitute, and are not intended to be a substitute for, actuarial, accounting or legal advice. MMA shall have no liability to any third party in connection with these services or to you with regard to any services performed or provided by a third party. Except to your insurers in connection with the placement of coverage by MMA, you shall not share any of MMA's Modeling and Analytics work product with a third party without MMA's prior written consent.

9. Miscellaneous

The laws of the State of New York govern this Agreement. This Agreement may only be amended by mutual written agreement.

Each party, on behalf of itself and its affiliates, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement or any services provided by MMA or

its affiliates. The waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each party, on behalf of itself and its affiliates, also agrees not to include any employee, officer or director of the other party or its affiliates as a party in any such action or proceeding.

It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

This Agreement and its written amendments and appendices constitute the entire understanding between MMA and you, and supersede all other agreements or understandings, related to its subject matter.

Neither party will have any liability for any failure or delay in performing because of a force majeure event.

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.



Accepted and Agreed:

Marsh & McLennan Agency LLC

By: _____
John Siffert, Business Risk Consultant

Date: _____

Stillwater ISD #834

By: _____
Kristen Hoheisel

Date: _____

Appendix A

Compensation Disclosure

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <http://global.marsh.com/about/>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are



typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at

<https://www.marshmma.com/resource/compensation-guide-for-client.pdf>

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

STILLWATER #834

WORKERS COMPENSATION DATA

	2014-15		2015-16		2016-17		2017-18		2018-19		2019-20		
	SFM	AMOUNT	SFM	AMOUNT	SFM	AMOUNT	SFM	AMOUNT	SFM	AMOUNT	SFM	AMOUNT	
Salaries													
8868 Professional	\$ 50,612,606	\$ 369,472	\$ 51,053,187	\$ 372,688	\$ 53,524,673	\$ 374,673	\$ 55,283,257	\$ 359,341	\$ 57,494,587	\$ 316,220	\$ 58,931,051	\$ 324,126	2.5%
9101 All Others	\$ 3,592,359	\$ 211,590	\$ 2,284,275	\$ 129,518	\$ 3,218,539	\$ 188,928	\$ 3,323,920	\$ 177,497	\$ 3,456,876	\$ 179,412	\$ 3,543,297	\$ 183,897	2.5%
TOTAL	\$ 54,204,965	\$ 581,062	\$ 53,337,462	\$ 502,206	\$ 56,743,212	\$ 563,601	\$ 58,607,177	\$ 536,838	\$ 60,951,463	\$ 495,632	\$ 62,474,348	\$ 508,023	2.5%
Coverage B	500/500/500	\$ 4,648	500/500/500	\$ 4,018	500/500/500	\$ 4,509	500/500/500	\$ 4,295	500/500/500	\$ 3,965	500/500/500	\$ 4,064	
Experience Mod	0.93	\$ (41,000)	1.11	\$ 55,685	1.14	\$ 79,535	1.03	\$ 16,234	0.82	\$ (89,927)	0.92	\$ (40,967)	12.2%
Schedule Mod		\$ (157,966)		\$ (112,382)		\$ (194,294)		\$ (139,342)		\$ (45,064)		\$ (61,246)	
Premium Discount		\$ (41,047)		\$ (48,142)		\$ (48,574)		\$ (44,582)		\$ (38,545)		\$ (43,661)	
Expense Constant		\$ 205		\$ 205		\$ 205		\$ 205		\$ 205		\$ 205	
Terrorism Risk		\$ 10,841		\$ 10,667		\$ 11,349		\$ 11,721		\$ 12,190		\$ 6,248	
Subtotal		\$ 356,743		\$ 412,257		\$ 416,331		\$ 385,369		\$ 338,456		\$ 372,666	
Mn Sp Comp Fee		\$ 21,260		\$ 20,465		\$ 24,871		\$ 18,754		\$ 12,696		\$ 14,234	
WCRA		\$ 4,199		\$ -		\$ -		\$ -		\$ -		\$ -	
		\$ 382,202		\$ 432,722		\$ 441,202		\$ 404,123		\$ 351,052		\$ 386,900	
Fee		\$ 12,000		\$ 13,000		\$ 13,000		\$ 14,500		\$ 16,000		\$ 16,500	
Total		\$ 394,202		\$ 445,722		\$ 454,202		\$ 418,623		\$ 367,052		\$ 403,400	9.9%
				projection retention reduction		\$ 52,648		\$ 48,574		\$ 32,627		\$ 36,642	
				net		\$ 401,554		\$ 370,049		\$ 334,425		\$ 366,758	9.7%



Agenda Item: IX.E
Date Prepared: August 29, 2019
ISD 834 Board Meeting

Agenda Item: Additional Transportation Facility Design

Meeting Date: September 12, 2019

Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

Background: As part of the Stillwater Area Public Schools – 2019 Bus Facility Improvements project, the District will be connecting to the City of Lake Elmo's sanitary sewer, storm water and water supply systems. These public utilities and infrastructures are to be provided as part of a greater development project to this area. Because the planned development has not progressed, interim changes will be necessary for the District's student transportation provider to occupy the facility. As a result, additional civil engineering design and coordination will be needed.

Larson Engineering has an existing agreement dated December 21, 2018 and executed on January 2, 2019. This agreement provides civil engineering services for the 2019 Bus Facility Improvements which includes construction documents, bidding and construction administration/inspections in the amount of \$38,800.

Larson Engineering has provided a proposal to make necessary design changes and track construction costs associated with the delayed public utilities connections. Since the scope is not clear, Larson Engineering is proposing to proceed on an hourly basis not to exceed \$5,000 to make design changes and track construction costs needed to accommodate the use of the facility until the public utilities are made available for connection.

Based on the need to occupy the Transportation Facility prior to public utilities being available, Administration recommends proceeding with the proposal from Larson Engineering, Inc.

Location(s): Bus Facility

Project Name: 2019 Bus Facility Interim Design Changes

Fund: Building Construction Fund

Item: Interim Utility Design Changes

Cost: Proceed on an hourly basis not to exceed \$5,000 plus additional charges for mechanical and electrical fees if required.

Recommendation:

Approval of the Consent Agenda will be requested.



Larson

August 23, 2019

Mr. Anthony Willger
Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, MN 55082

RE: Additional Civil Engineering Services
2019 Bus Facility Improvements

Mr. Anthony Willger,

As requested, Larson Engineering, Inc. (LEI) is pleased to submit the following proposal to provide additional civil engineering services for the 2019 Bus Facility Improvements for the Stillwater Area Public School District. These additional services are related to design and construction changes resulting from the delay by others regarding the installation of the City water and sanitary sewer services for the property.

PROJECT DESCRIPTION

Stillwater Area Public Schools purchased the property at 11530 Hudson Boulevard North in Lake Elmo, Minnesota which includes a small gravel-surfaced parking lot and an office/maintenance building. The parking areas will be expanded to accommodate the school bus maintenance and parking needs of the School District. Operations from the existing school bus facility located at 5288 Stagecoach Trail North in Stillwater, Minnesota will be relocated to this new property after the improvements are completed.

As part of the proposed improvements, the existing building will be connected to the new City sanitary sewer, storm water and municipal water supplies when these new utilities are installed as part of a separate development which includes the re-alignment of Hudson Boulevard. However, the City's project has been delayed such that the new City water, storm sewer, and sanitary sewer will not be installed before the School District needs to occupy this facility. Therefore, changes to the design to accommodate use of the facility until those City utilities are installed will be necessary.

Larson Engineering will work with Stillwater Area Public Schools and the contractor to come up with the most viable and cost-effective ways to address the various concerns related to the delay in City utility installation. Since the scope of work cannot be well defined at this point in time, we proposed to provide our additional services on an hourly basis, not to exceed \$5,000.

ENGINEERING FEES

Larson Engineering will perform these requested services in accordance with our standard Terms and Conditions and the hourly rates provided below. Most of the anticipated re-design work will be performed by a Design Engineer, a CADD Technician, and reviewed and coordinated by the Project Manager.

Principal	\$225.00/hr	Graduate Engineer	\$140.00/hr.
Project Manager	\$155.00/hr.	CADD Tech	\$99.00/hr.
Registered Engineer	\$152.00/hr.	Clerical	\$60.00/hr.
Design Engineer	\$140.00/hr.	Technician/Intern	\$95.00/hr.

Should mechanical or electrical changes be required, consultants providing these services will provide independent proposals for the various aspects of their work directly to the School District.

REMARKS

We very much appreciate the opportunity to work with Stillwater Area Public Schools on this project. Please review our proposal and if acceptable, please sign one copy and return it to us as our authorization to proceed. If you have any questions, please call us at 651-481-9120.

Sincerely,
Larson Engineering, Inc.



Greg A. Buchal, P.E.
Project Engineer

PROPOSAL ACCEPTANCE:

Please proceed with the services described above:

ACCEPTED BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

TERMS AND CONDITIONS

1. **Invoicing and payment:** Invoices shall be rendered monthly in proportion to services performed. Full payment is due within 30 days of invoice unless other terms are specifically determined in writing.
2. **Interest and Unpaid Balance Due:** If any payment is not paid by Client when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%) per month until paid. (Annual effective rate = 18%).
3. **Attorney Fees and Collection Costs:** In the event it becomes necessary for LEI to refer an unpaid account to any attorney or collection agency, then in addition to any amount due to LEI, LEI will be entitled to recover its costs of collection, which includes reasonable attorney fees. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
4. **Document Ownership:** All original calculations, sketches, building models and/or construction documents (Documents) prepared by LEI shall remain the property of LEI unless other terms in writing are agreed upon by both parties. Any copies of Documents held by Client shall be considered instruments of professional services. Client shall not reuse or make any modifications to Documents without the prior written authorization of LEI. Client agrees, to the fullest extent permitted by law, to indemnify and hold LEI harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of Documents by Client or any person or entity that acquires or obtains Documents from or through Client without the written authorization of LEI.
5. **Information Provided by Others:** LEI shall indicate to Client the information needed for the rendering of services hereunder. Client shall provide to LEI such information as is necessary for LEI to perform the Scope of Work defined above. LEI shall be entitled to rely upon the accuracy and completeness of said information. As such, Client agrees, to the fullest extent permitted by law, to indemnify and hold LEI harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in the information provided by Client to LEI.
6. **Agreements:** This Proposal represents the entire agreement between Client and LEI and supersedes all previous oral and written agreements on the subject project. LEI shall not be held to the terms of any other agreements or contracts, unless expressly made part of this agreement and amended in conformance with the Terms and Conditions of this Proposal.
7. **Site Visitations:** Site visits during construction included within this Proposal, are for the purpose of determining whether the construction work associated with this Proposal is in accordance with the Contract Documents. These Site Visits shall not constitute responsibility on the part of LEI for construction means and methods nor safety precautions and shall not relieve the Contractor of any responsibilities in conjunction with their work unless specifically stated within the Scope of Work of this Proposal.
8. **Liability:** The amount of liability will be limited to the amount of our fee.

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

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Rahn, Laura	Resignation	.8 FTE Art Teacher Brookview Elementary	SCEA	August 15, 2019

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Agen, Violet	Assistant Volleyball Coach Oak-Land Middle School	\$1,376.00	Replacement	Co-Curricular	August 28, 2019
Adkins, Romelle	Cafeteria, 4 hrs/day Mahtomedi High School	\$12.53/hour	2019-2020 Staffing	Cafeteria	September 3, 2019
Beckers, Christine	Admin. Asst. - Dir. of CE & Comm. Rel., 8.0 hrs/day Central Services	\$24.62/hour	Replacement	Tech Support	August 19, 2019
Blazevic, Abigail	Paraprofessional, 7.5 hrs/day Lake Elmo Elementary	\$16.50/hour	2019-2020 Staffing	SCPA	August 26, 2019
Caballero, Jason	.50 FTE Social Studies Teacher Stillwater Area High School	\$43,728.00	2019-2020 Staffing	SCEA	August 28, 2019 - June 2, 2020
Caslow, Amy	1.0 FTE ASL Teacher Stillwater Area High School	\$43,728.00	2019-2020 Staffing	SCEA	August 15, 2019
Coleman, Gregory	Paraprofessional, 6.5 hrs/day Stillwater Area High School	\$18.14/hour	2019-2020 Staffing	SCPA	August 26, 2019
Costa, Nicklaus	.50 FTE Intervention Teacher Afton-Lakeland Elementary	\$43,728.00	2019-2020 Staffing	SCEA	September 3, 2019 - June 2, 2020
Dabrowski, Emily	1.0 FTE PE & Health Teacher Oak-Land Middle School	\$55,330.00	2019-2020 Staffing	SCEA	August 15, 2019
De Beer, John	Community Education Aide. 2.5 hrs/day Brookview Elementary	\$9.65/hour	2019-2020 Staffing	SCEA	August 26, 2019
Dixon, Isaiah	Assistant Football Coach Stillwater Area High School	\$5,848.00	2019-2020 Staffing	SCEA	August 15, 2019
Dwyer, Rachel	Paraprofessional, 6 hrs/day Lily Lake Elementary	\$16.50/hour	2019-2020 Staffing	SCPA	August 28, 2019
Farrington, Karen	Paraprofessional, 5.9 hrs/day Stillwater Area High School	\$16.12/hour	2019-2020 Staffing	SCPA	August 28, 2019
Gavic, Kelsey	Pre School Teacher, 1014.35 hours Lake Elmo Elementary	\$33.11/hour	2019-2020 Staffing	SCEA	August 26, 2019
Greer, Robert	Assistant Girls Cross Country Coach Stillwater Area High School	\$2,752.00	New Position	Co-Curricular	August 28, 2019
Griffin, Jacqueline	Pre-K Assistant, 27 hrs/week Lake Elmo Elementary	\$15.75/hour	2019-2020 Staffing	Comm Ed	August 26, 2019
Gruber, Edith (Rehire)	.9 FTE Art Teacher Brookview & Lily Lake Elementary	\$49,189.00	2019-2020 Staffing	SCEA	August 26, 2019 - June 2, 2020
Hellyer, Kirstern	Paraprofessional, 3.75 hrs/day Rutherford Elementary	\$16.12/hour	2019-2020 Staffing	SCPA	August 28, 2019
Henning, Claire	1.0 FTE English Teacher Stillwater Area High School	\$60,752.00	2019-2020 Staffing	SCEA	August 26, 2019
Hensel, Jennifer	.80 FTE Art Teacher Andersen & Rutherford Elementary	\$52,875.00	2019-2020 Staffing	SCEA	August 13, 2019
Isker, Kaya	Community Education Assistant, 4.5 hrs/day Stonebridge Elementary	\$15.00/hour	2019-2020 Staffing	Comm Ed	August 26, 2019
Jorgensen, Melissa (Rehire)	1.0 FTE Elementary Education Teacher Lake Elmo Elementary	\$73,286.00	2019-2020 Staffing	SCEA	August 19, 2019
Klatt, Vanessa	Pre-K Assistant, 3 hrs/day Early Childhood Family Center	\$15.75/hour	2019-2020 Staffing	Comm Ed	September 3, 2019
Kalka, Joseph	Paraprofessional, 6 hrs/day Oak-Land Middle School	\$16.31/hour	2019-2020 Staffing	SCPA	August 26, 2019
Lindgren, Laura	Adventure Club Assistant Andersen Elementary	15.00/hour	2019-2020 Staffing	Comm Ed	September 3, 2019
Mechavich, Emily	1.0 FTE Elementary Education Teacher Brookview Elementary	\$77,829.00	2019-2020 Staffing	SCEA	August 20, 2019

Mogren, Lori	Paraprofessional, 4 hrs/day Brookview Elementary	\$16.12/hour	2019-2020 Staffing	SCPA	August 26, 2019
Palfe, Teresa	Pre-K Assistant Rutherford Elementary	\$15.00/hour	2019-2020 Staffing	Comm Ed	September 9, 2019
Reinke, Jennifer	Paraprofessional, 5 hrs/day Rutherford Elementary	\$15.20/hour	2019-2020 Staffing	SCPA	September 3, 2019
Richie, Joann	Cafeteria, 4 hrs/day Mahtomedi Middle School	\$16.12/hour	2019-2020 Staffing	Cafeteria	August 26, 2019
Sample, Lillian	Assistant Newspaper Advisor Stillwater Area High School	\$1,655.00	Replacement	Co-Curricular	August 26, 2019
Schoelerman, Lisa (Rehire)	.3 FTE Special Education Teacher Washington County Juvenile Center	\$90,211.00	2019-2020 Staffing	SCEA	August 26, 2019 - May 29, 2020
Seeley, Traci	Community Education Casual Stillwater Area High School/PAC	\$17.00/hour	Casual	Casual	August 26, 2019
Soltero, Alicia	Paraprofessional, 6 hrs/day Brookview Elementary	\$16.12/hour	2019-2020 Staffing	SCPA	August 26, 2019
Stuuroop-Swenson, Rebecca	Pre-K Assistant, 27 hrs/week Brookview Elementary	\$15.00/hour	2019-2020 Staffing	Comm Ed	August 26, 2019
Thelander, Kary	ECFC Teacher, 64.68 hours / year Early Childhood Family Center	\$51.30/hour	2019-2020 Staffing	SCEA	August 19, 2019
White, Jessica	Paraprofessional, 6 hrs/day Lake Elmo Elementary	\$16.12/hour	2019-2020 Staffing	SCPA	August 28, 2019
Yang, Shirley	Pre-K Assistant, 27 hrs/week Brookview Elementary	\$15.00/hour	2019-2020 Staffing	Comm Ed	August 26, 2019
Zeno, Michael	8th Grade Volleyball Coach Stillwater Middle School	\$1,892.00	Replacement	Co-Curricular	August 28, 2019
Ziebol, Isabel	Pre-K Assistant, 3 hrs/day Early Childhood Family Center	\$15.00/hour	2019-2020 Staffing	Comm Ed	September 3, 2019

LEAVES OF ABSENCE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Leavitt, Beth	Approve	1.0 FTE Student Advocate Brookview Elementary	SCEA	November 24, 2019 - May 3, 2020 (approximate dates)
Lindgren, Rachel	Approve	Nutrition Services, 4 hrs/day Pankalo Elementary	Cafeteria	September 3, 2019 - September 9, 2019
Martineau, Violeta	Approve	Pre-K Assistant, 4.25 hrs/day Early Childhood Family Center	Comm Ed	September 3, 2019 - January 2, 2020
Teillard-Cui, Shumian	Approve	Paraprofessional, 5.9 hrs/day Stillwater High School	SCPA	August 16, 2019 - January 2, 2020
Thueson, Greg	Approve	Custodian III, 8.0 hours / day Central Services Building	Custodial	June 18, 2019 - September 2, 2019 (adjusted dates)

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Beckman, Emily	.6 FTE Speech Pathologist Lily Lake & Stonebridge Elementary	1.0 FTE Speech Pathologist Early Childhood Family Center	2019-2020 Staffing	SCEA	August 19, 2019
Davis, Wynn	.9 FTE Art Teacher Andersen & Rutherford Elementary	1.0 FTE Music Teacher Andersen, Lake Elmo & Rutherford Elementary	2019-2020 Staffing	SCEA	August 19, 2019
Esch, Sonia	1.0 FTE Music Teacher Rutherford Elementary	1.0 FTE Music Teacher Rutherford, Lake Elmo & Lily Lake Elementary	2019-2020 Staffing	SCEA	August 19, 2019
Flynn, Regina	Pre School Teacher, 1018 hours Lily Lake Elementary	1.0 FTE Kindergarten Teacher Afton-Lakeland Elementary	2019-2020 Staffing	SCEA	August 19, 2019
Mustar, Mike	1.0 FTE PE / DAPE Teacher Brookview & Rutherford Elementary	1.0 FTE PE / DAPE Teacher Brookview Elementary	2019-2020 Staffing	SCEA	August 19, 2019
Nielsen, Birgitte	Paraprofessional, 6.0 hours / day Lily Lake Elementary	1.0 FTE Media Specialist Afton-Lakeland, Lake Elmo & Stonebridge Elementary	2019-2020 Staffing	SCEA	August 19, 2019 - June 2, 2020
Potter, Tonya	.80 FTE Media Specialist Brookview & Lily Lake Elementary	.90 FTE Media Specialist Brookview & Lily Lake Elementary	2019-2020 Staffing	SCEA	August 19, 2019
Roberts, Anna	.9 FTE Music Teacher Andersen & Rutherford Elementary	1.0 FTE Music Teacher Afton-Lakeland & Oak-Land Middle School	2019-2020 Staffing	SCEA	August 19, 2019

Severson, Jennifer	Pre School Teacher, 586.74 hours Early Childhood Family Center	Pre School Teacher, 1014.35 hours Lily Lake Elementary	2019-2020 Staffing	SCEA	August 19, 2019
Skaar, Jordan	.65 FTE PE / DAPE Teacher Andersen, Lake Elmo & Rutherford Elementary	.95 FTE PE / DAPE Teacher Andersen, Lake Elmo & Rutherford Elementary	2019-2020 Staffing	SCEA	August 19, 2019
Swanson, Kayla	.9 FTE Music Teacher Afton-Lakeland & Oak-Land Middle School	1.0 FTE Music Teacher Brookview & Lake Elmo Elementary	2019-2020 Staffing	SCEA	August 19, 2019
Webster, Catherine	.9 FTE Music Teacher Brookview & Lake Elmo Elementary	1.0 FTE Music Teacher Brookview & Lake Elmo Elementary	2019-2020 Staffing	SCEA	August 19, 2019
Winters, Katie	ECFE Teacher, 586.74 hours Early Childhood Family Center	ECFE Teacher, 1028.72 hours Rutherford Elementary	2019-2020 Staffing	SCEA	August 19, 2019



Agenda Item: X. A.
Date Prepared: September 4, 2019
ISD 834 Board Meeting

Report for Information: Open Forum Process
Meeting Date: September 12, 2019
Contact Person: Policy Work Group

Summary: The Policy Work Group believes that the public be given ample opportunity for input while also keeping the board meetings within a reasonable time period. Propose to allow 15 speakers each 3 minutes during Open Forum. As a board we want to be responsive to the public demand and leave it flexible in the policy. The Policy Work Group will revisit this at a future meeting in November. If it continues to happen that the board chair has to remind speakers to stay within their time frame, the Policy Work Group will readdress the need to extend the time frame.

Recommendation: This is a report for information. Action will not be requested



Agenda Item X. B.
Date Prepared: September 6, 2019
ISD 834 Board Meeting

Report for Information: First Day of School

Meeting Date: September 12, 2019

Contact Person: Dr. Bob McDowell and/or Ms. Kristen Hoheisel

Summary:

Administration will present information on the first day of school for the 2019-2020 school year.

Recommendation:

This is a report for information. No action will be requested.



Back To School 2019-2020

School Board Update - Sept. 12, 2019

Welcome Students!

Total first day enrollment

= 8,622 total students

- 3,560 elementary students
- 4,860 secondary students
- 202 early childhood special education

Fall 2018 (Oct. 1)	8,351 students
Spring 2019 (May 31)	8,299 students
Fall 2019 (*Aug 28)	8,420 students
Anticipated increase of 67 students <ul style="list-style-type: none">• Graduated 686 seniors• Incoming kindergarten class of 576 students	
Actual increase of 69 students from last year	

Back To School By The Numbers



Transportation

- 8,072 students transported
- 7,353 users signed up for bus tracking app

Food Service

- 426 breakfasts served
- 3,797 lunches served

Early Childhood

- 390 preK and 222 ECCE students

School Age Care

- 857 students enrolled



Every student. Every day.



2019-2020 Calendar

August 2019 (T8/S4)							September 2019 (T21/S20)							October 2019 (T21/S19)						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
							1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26*	27*	28*	29	30	31	29	30						27	28	29	30	31*		
Grade 6&9 7-9 10-12														* End of Quarter 1 MEA 17 and 18						
* First Day of School																				

November 2019 (T21/S18)							December 2019 (T16/S15)							January 2020 (T23/S20)						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
							1	2	3	4	5	6	7	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16*	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	
							Winter Break Dec. 23-Jan. 1							* End of Quarter 2/Semester 1						

February 2020 (T20/S19)							March 2020 (T17/S16)							April 2020 (T22/S21)						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
							1	2	3	4	5	6	7	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11
9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18
16	17	18	19	20	21	22	22	23	24	25	26	27*	28	19	20	21	22	23	24	25
23	24	25	26	27	28	29	29	30	31					26	27	28	29	30		
							* End of Quarter 3 Spring Break March 9-13													

May 2020 (T21/S20)							June 2020 (T2/S20)													
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa							
							1	2	3	4	5	6	7							
3	4	5	6	7	8	9	7	8	9	10	11	12	13							
10	11	12	13	14	15	16	14	15	16	17	18	19	20							
17	18	19	20	21	22	23	21	22	23	24	25	26	27							
24	25	26	27	28	29*	30	28	29	30											
* Last Day of School																				

New Teachers Workshop (3)

Professional Development Day (7)

Holiday Days (5)

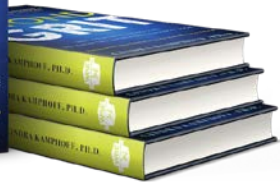
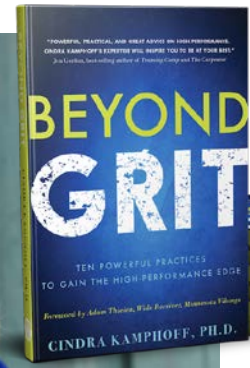
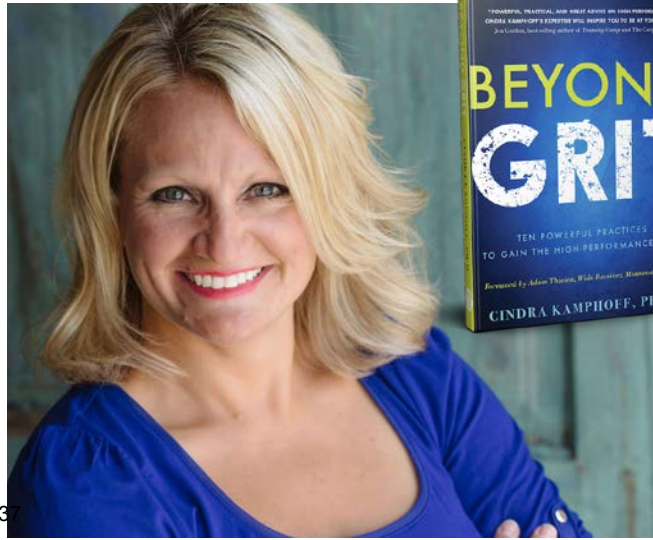
Teacher Conference Comp

Teacher Workshop/Grading (4)

Conference Planning Day (2)

No School/Teacher Non-Duty day

Student Contact Days





ELEMENTARY

4.4★

average rating

Back To School Experience



Family Experiences

- **92% of K-5 grade parents surveyed** felt RSG conferences were a valuable way to start a new school year
- **80% of 6-12 grade parents surveyed** found the staggered start was a valuable way to start the year



Stillwater

AREA PUBLIC SCHOOLS

Thank You, Community!

2019 STUFF THE BUS CAMPAIGN STATISTICS:

- **\$24,000** RAISED IN SCHOOL SUPPLIES
- **63** CLASSROOM KITS
- **75** VOLUNTEERS
- **102** FAMILIES SHOPPED
- **252** STUDENTS RECEIVED SCHOOL SUPPLIES
- **MORE THAN \$500** IN SUPPLIES WERE GIVEN TO A COHORT OF 9TH GRADE STUDENTS FOCUSING ON ORGANIZATIONAL STRATEGIES
- **\$862** WAS RAISED BY DIA SORIN FOR MIDDLE SCHOOL SCIENCE DEPARTMENTS



Stillwater

AREA PUBLIC SCHOOLS



Agenda Item X. C.D.E.F.
Date Prepared: September 6, 2019
ISD 834 Board Meeting

Report for Information: Policies for Second Reading
Meeting Date: September 12, 2019
Contact Person(s): Policy Working Group

Summary:

The 2019 Policy Working Group will be presenting these policies for their second 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 information 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)~~

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502-4

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: September 4, 2019
ISD 834 Board Meeting

Action Item: Proposal to Consider Mediation Parameters
Meeting Date: September 12, 2019
Contact Person: Board Chair Ptacek

Background:

That in order to further consider the mediation proposed by the Superintendent and the Whitson Foundation and to address the associated liability concerns, the Board Chair is authorized to contact the District's legal counsel to request she draft an agreement whereby the Superintendent would consent to the release of her personnel data in the course of mediation and agree to hold the District and Board harmless from any liability arising from the mediation, which must be held at Open Board meetings.

Recommendation:

A motion and a second to further consider the mediation proposed by the Superintendent and the Whitson Foundation and to address the associated liability concerns with the districts legal counsel whereby the Superintendent would consent to the release of her personnel data for mediation which will be held at an Open Board meeting.

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



Agenda Item XII. A. B.C.
Date Prepared: August 26, 2019
ISD 834 Board Meeting

Agenda Item: School Board Reports
Meeting Date: September 12, 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 26, 2019
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: September 12, 2019
Contact Person: School Board Chair

Background:

The meeting must be adjourned formally.
