



Stillwater

AREA PUBLIC SCHOOLS

Independent School District 834

Videoconference

School Board Special Meeting Agenda – February 23, 2021

- I. Call to Order
- II. Roll Call
- III. Approval of the Agenda
- IV. Report Item
 - A. Learning Model Change – Superintendent Lansfeldt
- V. Action Item
 - A. Amendment to Lease Agreement with Minnehaha Properties LLC – Mr. Lance Libengood
- VI. Adjournment
 - A. Adjourn



Agenda Item I.
Date Prepared: February 18, 2021
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: February 23, 2021

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: February 18, 2021
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: February 23, 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, Board Chair

Alison Sherman, Vice Chair

Matt Onken, Treasurer

Annie Porbeni, Clerk

Katie Hockert, Director

Tina Riehle, Director

Liz Weisberg, Director

Malinda Lansfeldt, Interim Superintendent of Schools (ex-officio)

Recommendation:

Board action is not required.



Agenda Item III.
Date Prepared: February 18, 2021
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: February 23, 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. A.
Date Prepared: February 18, 2021
ISD 834 Board Meeting

Agenda Item: Learning Model Change
Meeting Date: February 23, 2021
Contact Person: Interim Superintendent Lansfeldt

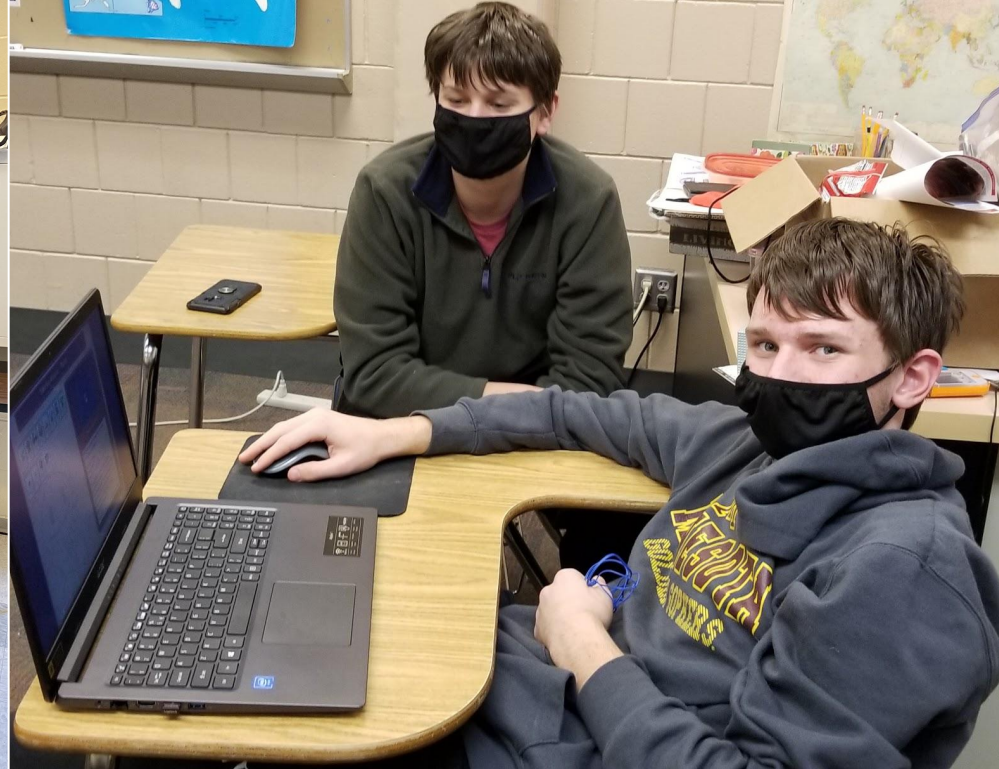
Background:

On February 17 Governor Walz announced a new strategy for returning secondary students to in-person learning. Under the new guidance, districts may choose to implement a hybrid or in-person learning model for secondary students if they can meet the health and safety mitigation strategies outlined in the [updated Safe Learning Plan](#).

District staff has reviewed the state's new guidance and is recommending an adjusted Return to School Timeline for middle and high schools students.

Recommendation

This report is for information. Approval of the Learning Model Change will be requested at the next business meeting.



Learning Model Update

School Board Special Meeting
February 23, 2021

Looking At the Data:

*Number of cases per 10,000
over 14 days, by county of residence:*

Date range 1/17/21-1/30/21

Washington County: 23.88↓

Neighboring Counties:

- **Anoka: 23.83↓**
- **Chisago County: 25.58↓**
- **Dakota County: 29.65↓**
- **Hennepin County: 21.42↓**
- **Ramsey County: 19.37↓**

Number of cases per 10,000 over 14 days, by county of residence	Minnesota Department of Education Recommended Base Learning Model
0-9	In-person learning for all students
10-19	In-person learning for elementary students; Hybrid learning for secondary
20-29	Hybrid learning for all students
30-49	Hybrid learning for elementary students; Distance learning for secondary students
50+	Distance learning for all students

Changes to Minnesota's Safe Learning Plan

Continuing To Prioritize In-Person Learning

- Allows middle and high school to operate in hybrid or in-person learning if they are able to implement additional mitigation strategies
- Provides new guidance on mitigation strategies for in-person learning for secondary students
- Phases out the “rolling start” to slowly bring students back
- Lessens the focus on county data as a singular determining point when considering learning models

Minnesota's Safe Learning Plan

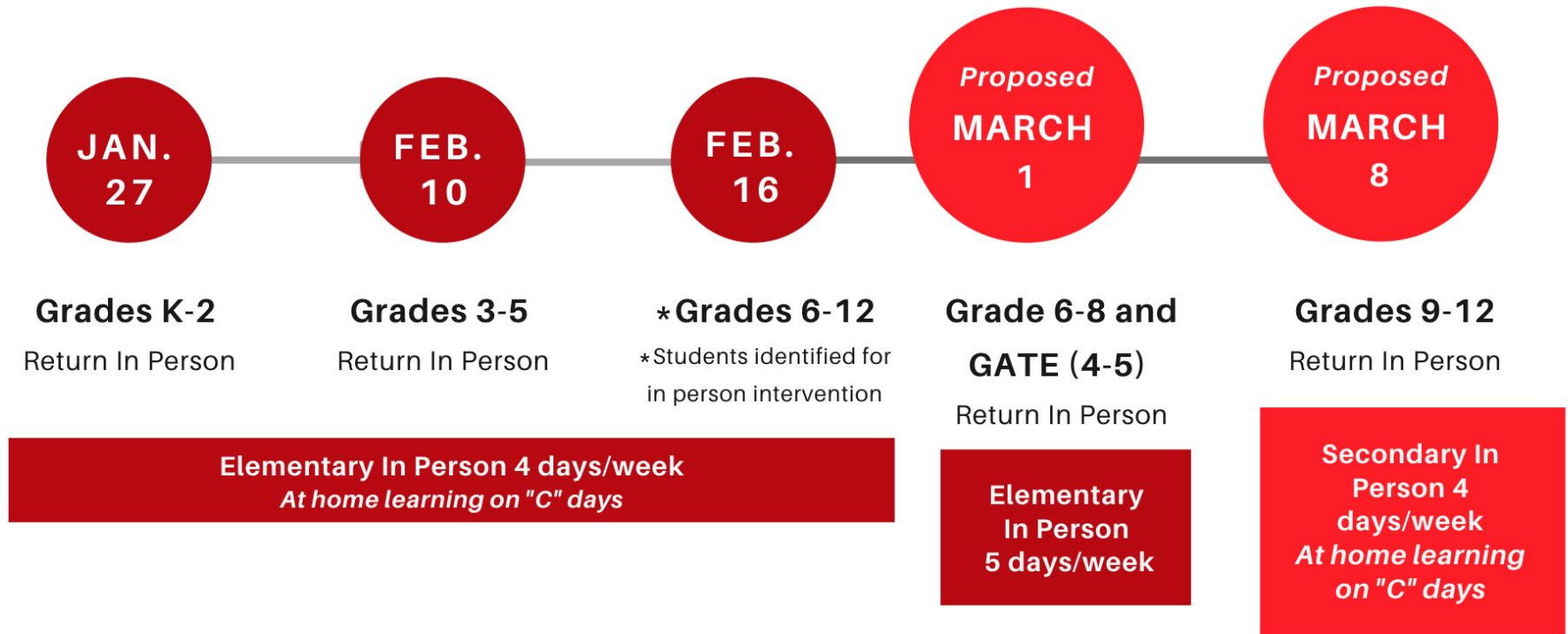
New Mitigation Strategies 2/17/21

In addition to the mitigation strategies released 12/26/20, secondary schools should:

- Strongly recommend students and families receive COVID-19 tests every two weeks.
- Students must maintain 6 feet of physical distance from one another throughout the school day whenever feasible.
 - When 6 feet cannot be met, a minimum of 3 feet must be maintained.
 - 6 feet should be maintained between students during mealtimes whenever possible.



Revised: Return To School Timeline



Questions?



Agenda Item V. A.
Date Prepared: February 18, 2021
ISD 834 Board Meeting

Action Item: Amendment to Lease Agreement with Minnehaha Properties LLC

Meeting Date: February 23, 2021

Contact Person: Lance Libengood Director of Transportation

Summary:

Our current lease agreement approved on June 25, 2020 with Minnehaha Properties LLC is set to expire on June 30, 2021. With the delay of the district owned bus facility improvements, we are requesting approval of an amended lease agreement with Minnehaha Properties LLC. The amended lease would allow the school district to break the first year extension period into two six month extension periods; to agree that the initial Lease Term is hereby extended for six months; and to allow the Lease to be extended on 30 days' written notice.

Administration recommends that the Board approves the amended property lease agreement with Minnehaha Properties LLC.

Recommendation:

.A motion and a second to approve the property lease agreement with Minnehaha Properties LLC.

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

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:** Feb 17, 2021

DESCRIPTION OF REQUEST

Our current lease agreement approved on June 25, 2020 with Minnehaha Properties LLC is set to expire on June 30, 2021. With the delay of the district owned bus facility improvements, we are requesting approval of an amended lease agreement with Minnehaha Properties LLC. The amended lease would allow the school district to break the first year extension period into two six month extension periods; to agree that the initial Lease Term is hereby extended for six months; and to allow the Lease to be extended on 30 days' written notice.

FINANCIAL IMPACT

\$ 240,000.00 **Budget(s) Impacted:** Transportation budget

Is This a One-Time Expenditure?

- ☒ Yes, once implemented there will be no ongoing costs
- ☐ No, it will need to be funded indefinitely
- ☐ No, it will need to be funded for Fiscal Years _____

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

- ☐ Yes List Source(s): _____ Amount: _____
- ☒ No

PROGRESS MONITORING

Monitor improvements on our district owned bus facility in case we may need to extend another six month lease.

**AMENDMENT TO
LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into as of February _____, 2021, by and between **Minnehaha Properties LLC**, a Minnesota limited liability company with its principal executive office address at 2507 Walnut Street, Roseville, Minnesota 55113 ("Landlord"), and **Independent School District No. 834** (Stillwater Area Public Schools) with its District Office at 1875 Greeley Street South, Stillwater, Minnesota 55082 ("Tenant") (Landlord and Tenant are referred to hereinafter collectively as the "Parties," and individually, as a "Party").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement on June 25, 2020 ("Lease") concerning certain real property which is located at **5288 Stagecoach Trail North, Oak Park Heights, MN 55082** and at **5280 Stagecoach Trail North, Oak Park Heights, MN 55082** and which is legally described in the Lease;

WHEREAS, the original term of the Lease began on July 1, 2020 and ends on June 30, 2021 ("Lease Term").

WHEREAS, the Lease included an Option to Extend the Lease which reads as follows:

4. Option to Extend the Lease. Tenant shall have the option to renew and extend the Lease Term for three successive periods of twelve (12) months each ("Option Terms"), each such option to be exercisable in writing no less than 120 calendar days prior to the expiration of the Lease Term then in effect. The first Option Term, if any, shall be at same rate of Base Rent, and otherwise on the same terms, covenants and conditions, as are set forth in this Lease. The second Option Term, if any, shall be for Base Rent equal to One Hundred Five Percent (105%) of that which was payable during the immediately preceding term, but shall otherwise be on the same terms, covenants and conditions as are set forth in this Lease. The third Option Term, if any, shall be for Base Rent equal to One Hundred Five Percent (105%) of that Base Rent which was payable during the immediately preceding term, but shall otherwise be on the same terms, covenants and conditions as are set forth in this Lease"

and

WHEREAS, Landlord and Tenant desire to amend and modify the Lease so as to break the first year extension period into two six month extension periods; to agree that the initial Lease Term is hereby extended for six months; and to allow the Lease to be extended on 30 days' written notice:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree to amend the Lease as follows:

1. **Amendment of Option to Extend the Lease.** Paragraph 4 of the Lease is hereby replaced and superseded in its entirety by the following paragraph:

Options to Extend the Lease. Tenant shall have the option to renew and extend the Lease Term for four successive periods, as follows:

- a. For one additional term of six months, the exercise of which, as the Parties hereby recognize, agree, and acknowledge, is made and completed by entry into this Amendment; said initial renewal term will run through December 31, 2021 ("First Option Term"). Said First Option Term shall be at same rate of Base Rent, and otherwise on the same terms, covenants and conditions, as are set forth in the Lease.
- b. A second option term of six (6) months ("Second Option Term"), which shall be exercisable in writing by Tenant no less than 30 calendar days prior to the expiration of the First Option Term. Said Second Option Term, if any, shall be at same rate of Base Rent, and otherwise on the same terms, covenants and conditions, as are set forth in the Lease.
- c. A third option term for a period of one year ("Third Option Term") which shall be exercisable in writing by Tenant no less than thirty (30) calendar days prior to the expiration of the Second Option Term. The Third Option Term, if any, shall be for Base Rent equal to One Hundred Five Percent (105%) of that which was payable during the Second Option Term, but shall otherwise be on the same terms, covenants and conditions as are set forth in the Lease.
- d. A fourth option term for a period of one year ("Fourth Option Term") which shall be exercisable in writing by Tenant no less than thirty (30) calendar days prior to the expiration of the Third Option Term. The Fourth Option Term, if any, shall be for Base Rent equal to One Hundred Five Percent (110%) of that Base Rent which was payable during the Second Option Term, but shall otherwise be on the same terms, covenants and conditions as are set forth in the Lease.

2. **No Change Other Than That Expressly Provided for Herein.** Other than as expressly provided for herein, there shall be no change in the terms of the Lease, the provisions of which shall remain in effect. However, in case of any conflict between the Lease and this Amendment, the terms of this Amendment will control.

3. **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which may be construed as an original. This Amendment may be signed and delivered by electronic signature as that term is defined in the Uniform Electronic Transactions Act (1999) ("Electronic Signature"). The Electronic Signature shall be binding and enforceable as if each such party had signed originally. A PDF, facsimile or other copy of this Amendment shall be enforceable to the same extent as an original document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the date first stated above.

LANDLORD:

Minnehaha Properties LLC

TENANT:

Independent School District # 834

By: Jadris Mohamed

Its: Minnehaha Transportation

By: _____

Its: _____

CONSENT TO AMENDMENT

Metropolitan Transportation Network, Inc., a Minnesota corporation ("Subtenant"), is the subtenant of Independent School District No. 834 ("Tenant") for property located at 5288 Stagecoach Trail North, Oak Park Heights, MN 55082 and at 5280 Stagecoach Trail North, Oak Park Heights, MN 55082 ("Property"), which Property is the subject of the attached Amendment to Lease Agreement ("Amendment") by and between Tenant and Minnehaha Properties LLC ("Landlord").

Subtenant hereby acknowledges receiving a copy of the attached Amendment, and to having had the opportunity to review the same. Further, Subtenant hereby consents to, approves, and agrees to abide by, the terms of the attached Amendment.

SUBLESSEE

Metropolitan Transportation Network, Inc.

By: _____
Name: _____
Title: _____
Date: _____



Agenda Item VI. A.
Date Prepared: February 18, 2021
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: February 23, 2021
Contact Person: School Board Chair

The meeting must formally adjourn.