



Independent School District 834
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082
School Board Business Meeting Agenda August 11, 2022 6:30 p.m.

- I. **Recognition** – Baseball Team and Synchronized Swim Team
- II. **Public Comment**
Up to fifteen speakers will be allotted three minutes each to speak
- III. **Call to Order**
- IV. **Roll Call**
- V. **Pledge of Allegiance**
- VI. **Approval of Agenda**
- VII. **Superintendent Report**
- VIII. **Board Chair Report**
- IX. **Consent Agenda**
 - A. Minutes of July 21, 2022 Business Meeting
 - B. Payment of Invoices – July 23, 2022 – August 12, 2022
 - C. 2022 Bridge Transitions Renovation – Early Package
 - D. Allina Clinical Services
 - E. Early Childhood Family Center (ECFC) Lease
 - F. Adult Meal Price Increase
 - G. 2021-22 Tonka Online
 - H. Revoke Policy 201.3 – Operating Norms
 - I. Human Resources Personnel Report
- X. **Action Items**
 - A. Approval of the 2021-2023 Custodial Contract – Dr. Mike Funk
- XI. **Reports**
 - A. Second Reading Policy 206 – Public Participation in School Board Meetings and Data Privacy Considerations – Dr. Jennifer Cherry
 - B. Second Reading Policy 207 – Public Hearings – Dr. Jennifer Cherry
 - C. Market Research Project – Ms. Carissa Keister
 - D. School Board Meeting Format – Dr. Mike Funk
- XII. **Adjournment**
 - A. Adjourn

Attachment:

- Finance and Operations Meeting Notes
- Policy Committee Notes



Agenda Item I.
Date Prepared: July 25, 2022
ISD 834 Board Meeting

Agenda Item: Recognition
Meeting Date: August 11, 2022
Recognition

Background:

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

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: July 25, 2022
ISD 834 Board Meeting

Agenda Item: Public Comment
Meeting Date: August 11, 2022

Background:

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

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

We will stop the proceedings immediately if employee or student privacy issues are raised and direct the speaker to forward comments regarding individual employees or students to the superintendent.

Recommendation:

This is for informational purposes only.



Agenda Item III.
Date Prepared: July 25, 2022
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: August 11, 2022

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item IV.
Date Prepared: July 25, 2022
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: August 11, 2022

Background:

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

Board Members

Alison Sherman, Chair

Katie Hockert, Vice Chair

Annie Porbeni, Clerk

Beverly Petrie, Treasurer

Pete Kelzenberg, Director

Tina Riehle, Director

Vivian Votava, Director

Michael Funk, Superintendent, Ex-Officio

Recommendation:

Board action is not required.



Agenda Item V.
Date Prepared: July 25, 2022
ISD 834 Board Meeting

Agenda Item: Pledge of Allegiance
Meeting Date: August 11, 2022

Background:

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

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

Recommendation:

Board action is not required.



Agenda Item VI.
Date Prepared: July 25, 2022
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: August 11, 2022

Background:

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

Recommendation:

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

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



Agenda Item VII.
Date Prepared: July 25, 2022
ISD 834 Board Meeting

Agenda Item: Superintendent Report
Meeting Date: August 11, 2022

Background:

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

Recommendation:

Board action is not required.



Agenda Item VIII.
Date Prepared: July 25, 2022
ISD 834 Board Meeting

Agenda Item: Board Chair Report
Meeting Date: August 11, 2022

Background:

Each meeting the Board Chair board will provide updates on items of interest in the announcement category. Many times these topics develop between the time the agenda is prepared and distributed, and the meeting date. What is included in this item will vary each meeting depending on the nature of the topics, the school year schedule and time of activities

Recommendation:

Board action is not required.



Agenda Item: Consent Agenda
Meeting Date: August 11, 2022
Contact Person: Varies by item

Agenda Item IX. A.B.C.D.E.F.G.I.
Date Prepared: July 25, 2022
ISD 834 Board Meeting

Background:

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

A. School Board Special Meeting Minutes, July 21, 2022

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

A copy of the minutes is included for your review.

B. Payment of Invoices – July 23, 2022 – August 12, 2022

Contact Person: Ms. Julie Cink, Director, Finance

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

C. 2022 Bridge Transitions Renovation – Early Package

Contact Person: Mr. Mark Drommerhausen, Director, Operations

A copy of the expenditure form has been included for your review.

D. Allina Clinical Services

Contact Person: Mr. Paul Lee, Director, Student Support Services

A copy of the agreement is included for your review.

E. Early Childhood Family Center (ECFC) with Allina Health System

Contact Person: Mr. Mark Drommerhausen, Director, Operations

A copy of the agreement is included for your review.

F. Adult Meal Price Increase

Contact Person: Mr. Mark Drommerhausen, Director, Operations

G. 2021-22 Tonka Online

Contact Person: Mr. Caleb Drexler Booth, Director, Teaching and Learning

A copy of the expenditure form is included for your review.

H. Revoke Policy 201.3 – Operating Norms

Contact Person: Dr. Jennifer Cherry, Assistant Superintendent

A copy of the policy is included for your review.

I. Human Resources Personnel Report

Contact Person: Dr. Jennifer Cherry, Assistant Superintendent

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 I be approved as written, and a copy of the agenda items is attached to the minutes.

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



Independent School District No. 834 – Stillwater Area Public Schools
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082
and 806 Laurens Way, Kinghtdale, NC 27545
July 21, 2022 – 6:30 p.m. Business Meeting Minutes
revised

I. Public Comment

- Carolyn Healy - Student and Staff Safety via Gun Violence Prevention

II. Call to Order: The meeting was called to order at 6:38 p.m.

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

Not present: Annie Porbeni, clerk

IV. Pledge of Allegiance

V. Approval of Agenda

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

VI. Superintendent Report

- Dr. Funk thanked Interim Superintendent Malinda Lansfeldt and the Directors for a graceful transition as the new superintendent. As of July 8, 2022, Dr. Funk is an official resident of the school district.
- The Lumberjack Day Parade was a great experience to meet community members.
- Dr. Funk's first initiative is getting to know people. He has begun meeting with staff and will soon be meeting with board members and the community. He will provide the board with feedback that can be used as a data point for looking at the districts future.
- Superintendent Funk shared information on students and staff safety and social emotional concerns.

VII. Board Chair Report

- Thank you to our community for welcoming Superintendent Funk to the district.
- The School Board is looking forward to working with Dr. Funk.
- Board members' new liaison assignments are posted on the school board website.
- The district is partnering with Community Thread and the United Way of Washington County-East to provide school supplies to students in need.

VIII. Consent Agenda

- A. Revised Minutes of March 31, 2022 Business Meeting
- B. Minutes of July 7, 2022 Business Meeting
- C. Payment of Invoices – July 9, 2022 – July 22, 2022
- D. Policy 201.6 - Community Engagement and Public Participation Annual Review

- E. Solution Tree Contract
- F. Human Resources Personnel Report

Motion to approve item A, B, C, E, F by: Member Petrie, second by: Member Kelzenberg; Vote: 6 ayes, 0 nays; Motion carried unanimously.

Motion to approve item D, by: Member Votava, second by: Member; Hockert; Vote: 6 ayes, 0 nays; Motion carried unanimously.

IX. Action Item

A. District Handbook – Ms. Carissa Keister

Each year the district is required to inform parents/guardians of district policies, required notices, and student/parent rights and responsibilities. This information is included in the District Handbook.

Motion to approve the District Handbook by: Member Petrie; second by: Member Votava; Vote: 6 ayes, 0 nays; Motion carried unanimously.

B. Resolution Calling the School District General Election and Resolution Calling Special Election to Fill School Board Vacancy– Chair Alison Sherman

It is necessary for the School District to hold its general election for the purpose of electing four school board members for terms of four years. A special election shall be held to elect one individual to fill a vacant seat on the School Board, the term of which shall expire on January 6, 2025.

Motion to approve the Resolution Calling the School District General Election by: Member Hockert; second by: Votava; Vote: 6 ayes, 0 nays; Motion carried unanimously.

Motion to approve the Resolution Calling Special Election to Fill School Board Vacancy by: Member Votava; second by: Member Petrie; Vote: 6 ayes, 0 nays; Motion carried unanimously.

C. Resolution Appointing Elections Judges for the November 8, 2022 School District General Elections - Chair Alison Sherman.

The election judges shall act as clerks of election, count the ballots cast, and submit the results to the school board for canvass in the manner provided for other school district elections.

Motion to approve the Resolution Appointing Elections Judges for the November 8, 2022 School District General Elections by: Member Sherman; second by: Member Kelzenberg; Vote: 6 ayes, 0 nays; Motion carried unanimously.

D. Renewal of District Memberships 2022-2023 – Chair Alison Sherman.

MN School Boards Association (MSBA) and Association of Metropolitan School Districts (AMSD)

The renewal of district membership for the 2022-23 school year was discussed.

Motion to amend the renewal of district memberships 2022-2023 and vote separately on each membership by: Member Riehle; second by: Member Votava; Vote: 4 ayes, 2 nays (Hockert, Kelzenberg); Motion passes.

Motion to approve the Renewal of District Membership 2022-2023 for MSBA by: Member Votava; second by: Member Petrie; Vote: 5 ayes, 1 nay (Riehle); Motion passes.

Motion to approve the Renewal of District Membership 2022-2023 for AMSD by: Member Hockert; second by: Member Sherman; Vote: 6 ayes, 0 nays; Motion carried unanimously.

- E. 2022-2023 Resolution for Membership in the Minnesota State High School League – Chair Alison Sherman.
This is an annual renewal ship.

Motion to approve the 2022-2023 Resolution for Membership in the Minnesota State High School League by: Member Kelzenberg; second by: Member Petrie; Vote: 6 ayes, 0 nays; Motion carried unanimously.

X. Reports

- A. Transition Remodel Update – Mr. Mark Drommerhausen
Mr. Drommerhausen shared an update on the Transition remodel at the Oak Park Learning Center.
- B. Transportation Update – Mr. Mark Drommerhausen
Mr. Drommerhausen shared an update on the transportation services for 2022-23.
- C. First Reading Policy 206 – Public Participation in School Board Meetings and Data Privacy Considerations – Dr. Jennifer Cherry
Revisions to Policy 206 Public Participation in School Board Meetings is being presented for a first reading.
- D. First Reading Policy 207 – Public Hearings – Dr. Jennifer Cherry
Proposed revisions are aligned with the MSBA Model Policy for Public Hearings.
- E. First Reading Policy 201.3 – Operating Norms– Dr. Jennifer Cherry
Operating Norms Policy 201.3 is redundant with other School Board Policies. It is presented for a first reading with recommendation to revoke.

Motion to amend the agenda to revoke Policy 201.3 - Operating Norms by: Member: Votava; second by: Member Riehle; Vote: 3 ayes, 3 nays (Hockert, Petrie, Sherman); Motion fails.

- F. School Board Self-Evaluations – Chair Alison Sherman
Chair Sherman provided two options to conduct school board self-evaluation.

XI. Adjournment

- A. The meeting adjourned at 8:27 p.m.
Respectfully submitted, Alison Sherman, Board Chair



Agenda Item: IX.C.
Date Prepared: August 1, 2022
ISD 834 Board Meeting

Agenda Item: 2022 Bridge Transitions Renovation – Early Package
Meeting Date: August 11, 2022
Contact Person: Mark Drommerhausen, Director of Operations

The Oak Park School Transitions classroom renovations will begin this fall. Long lead time items need to be ordered before for the start of the project to maintain the construction schedule. These items are part of the FY23 Long-Term Facilities Maintenance program. Material and mechanical equipment costs were estimated to total \$200,000. Kraus-Anderson Construction Company worked with Stillwater Area Public Schools to solicit proposals for the early door hardware and mechanical equipment package. Proposals were received on July 26, 2022. Kraus-Anderson will be coordinating the installation of the door hardware and mechanical equipment during the renovation project. Stillwater Area Public Schools will enter into separate contracts for the lowest proposal of each work scope.

The following is a description of the work scope and amount for each lowest responsible bidder:

Work Scope	Lowest Responsible Bidder and Amount
Work Scope 08-A: Door Hardware	2 proposals were received; The lowest proposal is from Twin City Hardware of Oakdale, MN for a total of \$59,478.00
Work Scope 23-A : Packaged RTU	1 proposal was received; The proposal was SVL of Roseville, MN for a total of \$124,543.00

The total amount for both work scopes is \$184,021.00. Additional costs may be incurred during the project to resolve issues not identified in the construction documents. Kraus-Anderson Construction Company recommends entering into a contract with each company with the lowest proposal identified above. Administration requests approval to award the proposal to the respective companies.

Project Name: 2022 Bridge Transitions Renovation Early Package

Location(s): Oak Park School – Bridge Transitions

Fund: Long-Term Facilities Maintenance

Item: Work Scopes: 08-A, Door Hardware; 23-A, Packaged RTU;

Amount: Total cost \$184,021.00

Recommendation:

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

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

EXPENDITURE APPROVAL FORM

Fiscal Year 2022-2023

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$100,000.

REQUESTED BY: Mark Drommerhausen, Director of Operations

DATE: August 11, 2022

DESCRIPTION OF REQUEST

The Oak Park School Transitions classroom renovations will begin this fall. Long lead time items need to be ordered before for the start of the project to maintain the construction schedule. These items are part of the FY23 Long-Term Facilities Maintenance program. Material and mechanical equipment costs were estimated to total \$200,000. Kraus-Anderson Construction Company worked with Stillwater Area Public Schools to solicit proposals for the early door hardware and mechanical equipment package. Proposals were received on July 26, 2022. Kraus-Anderson will be coordinating the installation of the door hardware and mechanical equipment during the renovation project. Stillwater Area Public Schools will enter into separate contracts for the lowest proposal of each work scope.

The following is a description of the work scope and amount for each lowest responsible bidder:

Work Scope	Lowest Responsible Bidder and Amount
Work Scope 08-A: Door Hardware	2 proposals were received; The lowest proposal is from Twin City Hardware of Oakdale, MN for a total of \$59,478.00
Work Scope 23-A : Packaged RTU	1 proposal was received; The proposal was SVL of Roseville, MN for a total of \$124,543.00

The total amount for both work scopes is \$184,021.00. Additional costs may be incurred during the project to resolve issues not identified in the construction documents. Kraus-Anderson Construction Company recommends entering into a contract with each company with the lowest proposal identified above. Administration requests approval to award the proposal to the respective companies.

FINANCIAL IMPACT

Budget(s) Impacted: \$184,021.00 Long-Term Facility Maintenance Budget.

Additional costs may be incurred to remedy issues not identified in the construction bidding documents.

Is This a One-Time Expenditure?

- ☒ **Yes**, once implemented there will be no ongoing costs
☐ **No**, it will need to be funded indefinitely
☐ **No**, it will need to be funded for Fiscal Years 2020-?

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

- ☒ **Yes** List Source(s): Long-Term Facilities Maintenance
☐ **No**

PROGRESS MONITORING: Items to be delivered per construction schedule.



KRAUS-ANDERSON®
Construction Company

Stillwater Bridge Transitions Renovation
Stillwater, MN

QUOTE TABULATIONS

July 26, 2022 @ 2:00PM

OWNER: Stillwater Area Public Schools

ARCHITECT: Wold Architects & Engineers

WORK SCOPE 08-A: Door Hardware (ONLY)

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Twin City Hardware	Bredemus Hardware				
BID SECURITY						
ADDENDA REC'D.						
BASE BID	\$59,478.00	\$70,997.00				
COMBINED BASE BID						



KRAUS-ANDERSON®
Construction Company

Stillwater Bridge Transitions Renovation
Stillwater, MN

QUOTE TABULATIONS

July 26, 2022 @ 2:00PM

OWNER: Stillwater Area Public Schools

ARCHITECT: Wold Architects & Engineers

WORK SCOPE 23-A: Packaged Rooftop Units

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	SVL					
BID SECURITY						
ADDENDA REC'D.						
BASE BID	\$124,543.00					
COMBINED BASE BID						

July 28, 2022

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

RE: **Stillwater Bridge Transitions Renovation**
Contract Award Recommendation – WS 08A, 23A RFP

Dear Mr. Willger

This letter is concerning our recommendations for contract awards for the above referenced project.

Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders.

Work Scope		Contractor, City, State		Bid Amount
WS 08-A	Door Hardware	Twin City Hardware Oakdale, MN	Quote	\$59,478.00
WS 23-A	Packaged RTU	SVL Roseville, MN	Quote	\$124,543.00
Total Base Bid				\$0.00

If you have any questions regarding this information, please do not hesitate to contact me at 651-447-3247

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY



Mike Phillips
 Project Manager



Independent School District 834
1875 South Greeley Street | Stillwater, Minnesota 55082
Tel: 651.351.8340 | fax: 651.351.8380
www.stillwaterschools.org

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$100,000.

REQUESTED BY: Paul Lee, Director of Student Support Services DATE: 8/1/2022

DESCRIPTION OF REQUEST

Clinical Services Agreement for Physical Therapist services. Based on the IEP identified physical therapy needs of students with disabilities and district staffing models the services identified in this agreement are required to meet student needs. The District has contracted physical therapist services with the Courage Kenny Rehabilitation Institute (Allina) for many years. The District has reviewed the option of hiring physical therapists but has determined contracting is the best option for the following reasons: 1) physical therapists are difficult to recruit and retain 2) contracting allows the District to adjust the amount of time contract for each year based on student needs and 3) Courage Kenny Rehabilitation Institute provides professional development and clinical supervision of staff.

FINANCIAL IMPACT

Budget(s) Impacted: \$173,851 Special education budget (740)

Is This a One-Time Expenditure?

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

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

X No, it will need to be funded for Fiscal Years 2022-2023 as long as the numbers support the need.

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

X Yes List Source(s): MA Billing Revenue
Amount: \$6,130 - Estimate

☐ **No**

PROGRESS MONITORING

The number of students and direct physical therapist services required by students is gathered and reviewed in February of each school year.

CLINICAL SERVICES AGREEMENT FOR THERAPY SERVICES (Allina Providing Services)

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

ARTICLE I TERM

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

ARTICLE II ALLINA DUTIES

2.1 Services. Beginning on the later of August 19, 2022 or the Signature Date (the “Effective Date”), Allina will assign individuals to provide, and will provide, the Services set forth in Exhibit 2.1 (the “Services”), attached hereto and incorporated herein. Individuals assigned by Allina may be modified at any time with the approval of Company. Company may object at any time to Allina’s assignment of any individual providing the Services pursuant to this Agreement, and if Company so objects, Allina will assign a replacement acceptable to Company. In providing the Services, Allina will comply with all applicable Company safety and security policies and procedures.

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

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

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

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

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

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

ARTICLE III COMPANY DUTIES - PAYMENT

3.1 Payment. Company will make payment of the amount due under this Agreement to Allina in a timely manner in response to receipt of an invoice supported by adequate documentation. Company will pay Allina \$75.08 per hour. Minimum charge per week will be 90 hours for Physical Therapy service to the company. This will include travel time (between school and Courage Kenny Rehabilitation Institute), preparation, direct and consultation services, and documentation. The school will be billed for weekly therapy services for each week that school is open, regardless of student's attendance. Mileage will be reimbursed at current IRS rate for intra-school travel for contracts with more than one service site.

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

ARTICLE IV INDEMNIFICATION AND INSURANCE

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

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

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

ARTICLE V TERMINATION

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

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

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

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

5.1.4 By Allina without cause upon 30 days' notice.

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

ARTICLE VI REGULATORY REQUIREMENTS

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

6.2 Confidential Information.

6.2.1 Proprietary Data. The parties acknowledge that they may receive confidential and proprietary information and trade secrets concerning the other party and its business and professional activities ("Proprietary Data") throughout the term of this Agreement. Except as may be required for purposes of this Agreement, each parties agrees not to use for its own benefit or disclose to any third party the Proprietary Data of the other party without the other party's prior

consent, unless such disclosure is required by an order of a tribunal of competent jurisdiction in connection with a legal action. Without limiting the applicability of the foregoing, each party will also treat as Proprietary Data any information or materials specifically designated as such by the other party. In the event that this Agreement is terminated for any reason whatsoever, each party will immediately return or destroy all Proprietary Data of the other party and any analyses generated therefrom then in its possession and will destroy any electronic databases, or delete the appropriate portion thereof, that contain such information.

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

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

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

ARTICLE VII MISCELLANEOUS

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

7.2 Notices. Any notice pursuant to this Agreement will be in writing and will be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stillwater Area School District

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

By: _____

By: _____

Print: _____

Print: Modena Henderson

Title: _____

Title: Vice President of Operations

Dated: _____

Dated: _____

EXHIBIT 2.1

A. SCOPE OF WORK

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

Exhibit 3.2
SCHOOL OBLIGATIONS

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



Agenda IX.E.
Date Prepared: July 12, 2022
ISD 834 Board Meeting

Consent Report: Early Childhood Family Center (ECFC) with Allina Health System
Meeting Date: August 11, 2022
Contact Person: Mark Drommerhausen, Director of Operations

Summary:

Administration recommends approval of the proposed lease agreement for the Early Childhood Family Center (ECFC) in their current location at 14480 North 60th Street, Stillwater, Minnesota. This document will be a five (5) year lease with two renewals of five (5) years each, beginning July 1, 2022 through June 30, 2027.

Administration recommends approval of the lease agreement with Allina Health System.

Attachment: Early Childhood Family Center (ECFC) with Allina Health System lease agreement.

Recommendation:

A motion and a second to approve the Early Childhood Family Center (ECFC) with Allina Health System lease agreement.

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

EARLY CHILDHOOD FAMILY CENTER LEASE

THIS INDENTURE is made and entered into as of this ____ day of _____ 2022, by and between the Independent School District No. 834, a political subdivision of the State of Minnesota ("Landlord") and Allina Health System, dba Courage Center, a nonprofit corporation under the laws of Minnesota ("Tenant").

WITNESSETH:

ARTICLE I – BASIC LEASE PROVISIONS

- 1.1 LANDLORD: Independent School District No. 834
1875 South Greeley Street
Stillwater, MN 55082
- 1.2 TENANT: Allina Health System, dba Courage Center
2925 Chicago Ave
Minneapolis, MN 55407
- 1.3 LEASED PREMISES: Exclusive use of the space more specifically described on the attached Exhibit A and depicted on the attached Exhibit B, consisting of approximately 1,402 square feet and located within the building located at 1111 Holcombe Street, Stillwater, MN 55082 known as the Early Childhood Family Center building ("Building").
- Non-exclusive high-volume use, shared with other tenants, of the space described on the attached Exhibit A and depicted on the attached Exhibit B, consisting of approximately 3,038 square feet located within the Building.
- Non-exclusive low-volume use, shared with other tenants, of the space described on the attached Exhibit A and depicted on the attached Exhibit B, consisting of approximately 2,976 square feet located within the Building.
- 1.4 TERM: Five (5) years.
- 1.5 TERM
DATE: July 1, 2022
- 1.6 RENEWAL TERMS: Two renewals of five years each, as more specifically set forth at Section 2.3 of this Lease.

- 1.7 BASE RENT: Initial Base Rent of \$14.00 per square foot per year for exclusive-use space, \$4.20 per square foot per year for high-volume shared-use space, and \$2.80 per square foot per year for low-volume shared-uses space, payable in monthly installments of \$3,393.37 on or before the first day of each month, subject to adjustment as set forth in Article III below.
- 1.8 PRO RATA SHARE OF CAM: 6.0% of actual CAM, subject to adjustment as provided in Section 3.2 hereof. (The percentage CAM is determined by allocating 100% of square footage in exclusive-use space (1,402 s.f.), 30% of square footage in high-volume shared-use space (911.40 s.f.); and 20% of square footage in low-volume shared-use space (595.20 s.f.), for a total of 2,908.60 square feet, which is 6.0% of the total Building square footage of 48,284 s.f.)

ARTICLE II - GRANT; TERM AND EXTENSION OPTIONS

2.1 LEASED PREMISES; COMMON AREAS. In consideration of the rents, covenants and agreements herein to be performed by Tenant, Landlord leases to Tenant that portion of the building known as the Early Childhood Family Center located at 1111 Holcombe Street, Stillwater, Minnesota 55082 (the "Building") consisting of exclusive use of that portion of the Building described on the attached Exhibit A and depicted on the attached Exhibit B and comprised of approximately 1,402 square feet (the "Exclusive Space"), non-exclusive high-volume use shared with other tenants of that portion of the Building described on the attached Exhibit A and depicted on the attached Exhibit B and comprised of approximately 3,038 square feet (the "High-Volume Shared Space"), and non-exclusive low-volume use shared with other tenants of that portion of the Building described on the attached Exhibit A and depicted on the attached Exhibit B and comprised of approximately 2,976 square feet (the "Low-Volume Shared Space"). The High-Volume Shared Space and the Low-Volume Shared Space are collectively referred to as the "Shared Space." The Exclusive Space and the Shared Space are collectively referred to as the "Leased Premises". As part of the lease of the Leased Premises, Landlord hereby leases to Tenant all fixtures and equipment located in or on the Leased Premises. Throughout the term of this Lease, Tenant also shall have the non-exclusive right to use common areas of the Building, including staff and public restrooms, lobby and hallways, playground area, sidewalks and parking lot ("Common Areas"), in common with Landlord and other tenants of the Building and their respective agents, employees, and invitees.

Tenant's non-exclusive use of the Common Areas shall be subject to such reasonable limitations as Landlord may from time to time impose, as long as such limitations do not interfere in any material respect with Tenant's rights to obtain access to the Leased Premises. Through the building's scheduling office, Tenant has the right to schedule and use, at no extra cost, other space in the building at times when the building is open, and space is available and not being used for its primary purpose.

2.2 TERM. The term of this Lease shall be from July 1, 2022 and the Lease shall expire on June 30, 2027, subject to extensions as provided in section 2.3 below (the "Term Expiration Date"), unless sooner terminated as provided in this Lease.

2.3. EXTENSION OPTIONS.

2.3.1 First Extension Option. Landlord hereby grants Tenant the option (the "First Extension Option") to extend the Term of this Lease for five years (the "First Extended Term") on and subject to the terms of this Section 2.3. The First Extended Term, if any, shall commence on the day following the then-current Term Expiration Date, and shall continue for a period of five years thereafter. Tenant's option to extend the Term shall be both: (a) upon condition (which may be waived by Landlord in its sole discretion) that no Event of Default exists at the time of the giving by Tenant of its notice of exercise; and, (b) upon further condition (which may be waived by Landlord in its sole discretion) that no Event of Default exists at the time of the commencement of the First Extended Term. If Tenant elects to exercise the First Extension Option, Tenant shall give Landlord notice (a "First Extension Notice") on or before the date, which is 9 months prior to the then-applicable Term Expiration Date. From and after commencement of the First Extended Term, all of the other terms, covenants, and conditions of the Lease shall apply, and references to the Term shall be deemed to include the First Extended Term.

2.3.2 Second Extension Option. Landlord hereby grants Tenant the option (the "Second Extension Option") to extend the Term of this Lease for five years (the "Second Extended Term") on and subject to the terms of this Section 2.3. The Second Extended Term, if any, shall commence on the last day of the First Extended Term, and shall continue for a period of five years thereafter. Tenant's option to extend the Term shall be both: (a) upon condition (which may be waived by Landlord in its sole discretion) that no Event of Default exists at the time of the giving by Tenant of its notice of exercise; and, (b) upon further condition (which may be waived by Landlord in its sole discretion) that no Event of Default exists at the time of the commencement of the Second Extended Term. If Tenant elects to exercise the Second Extension Option, Tenant shall give Landlord notice (a "Second Extension Notice") on or before the date, which is 9 months prior to the then-applicable Term Expiration Date. From and after commencement of the Second Extended Term, all of the other terms, covenants, and conditions of the Lease shall apply, and references to the Term shall be deemed to include the Second Extended Term.

2.4 TERMINATION OF LEASE. Notwithstanding any other provision in this Lease, either party shall have the option to terminate this Lease, effective as of June 30 of any year, by delivering written notice to the other party of its decision to terminate on or before July 1 of the year preceding the year in which this Agreement is to terminate. Upon the effective date of any such termination, neither party shall have any further obligation to the other party under this Lease. Further, Tenant shall have the option to terminate this Lease immediately in the event the Legislature of the State of Minnesota fails to appropriate funding for these Lease costs.

ARTICLE III - RENT

3.1 RENT. Tenant's obligation to pay rent will be payable on July 1, 2022 (the "Rent Date").

3.2 RENT. During the term of this Lease, Tenant agrees to pay to Landlord at 1875 South Greeley Street, Stillwater, MN 55082 or at such other place as the Landlord may from time to time designate in writing, Base Rent for the Leased Premises as set forth at Section 1.7 above. Such payments shall be made in advance on the first of each month, without deduction or set-off. Rent for any partial month shall be pro rated.

3.3 ADJUSTMENTS TO RENT. On August 1 of every year following the Term Date during the Original and any Extended Terms of this Lease, the Base Rent shall be increased to 2.5 percent from the previous year.

3.3 EXTENSIONS. At the end of the fourth year of this Lease, the parties will negotiate in good faith to establish the Base Rent payable during the term of the First Extended Term and the Second Extended Term.

3.4 COMMON AREA MAINTENANCE CHARGES. Tenant shall also pay as additional rent Tenant's pro rata share of the operating expenses of Landlord for the Building. Landlord may invoice Tenant monthly for Tenant's pro rata share of the estimated operating expenses for each calendar year, which amount shall be adjusted from time to time by Landlord based upon anticipated operating expenses. No later than September 1 of each calendar year, Landlord shall provide Tenant an accounting showing in reasonable detail the computations of additional rent due under this Section. In the event the accounting shows that the total of the monthly payments made by Tenant exceeds the amount of additional rent due by Tenant under this Section, the excess amount shall be shown as a credit adjustment against the additional rent due in the year succeeding the year for which the accounting was made. In any event, if the accounting shows that the total of the monthly payments made by Tenant is less than the amount of additional rent due by Tenant under this Section, the accounting shall be accompanied by an invoice for the additional rent. Notwithstanding any other provisions in this Lease, during the year in which this Lease terminates, Landlord, prior to the termination date, shall have the option to invoice Tenant for Tenant's pro rata share of the operating expenses based upon the previous year's operating expenses. If this Lease shall terminate on a day other than the last day of a calendar year, the amount of any additional rent payable by Tenant applicable to the year in which the termination shall occur shall be pro rated on the ratio that the number of days from the commencement of the calendar year to and including such termination date bears to 365. Tenant agrees to pay any additional rent due under this Section within thirty (30) days following receipt of the invoice or accounting showing additional rent due. Tenant's Pro Rata Share, expressed as a percentage. Tenant's pro rata share set forth in Section 1.9 shall, subject to reasonable adjustment by Landlord, be equal to a percentage based upon a fraction, the denominator of which shall be the net rentable area of the Building, as the same may change from time to time, and the numerator of which shall be determined according to the following formula: ((Tenant's Exclusive Space square footage x 100%) + (Tenant's High Volume Shared-Use Space square footage x 30%) + (Tenant's Low-Volume Shared-Use Space x 20%). Landlord shall maintain books and records showing, in reasonable detail, actual operating expenses in accordance with sound accounting practices. All such books and records shall be made available to Tenant for inspection upon reasonable prior notice.

3.5 DEFINITION OF OPERATING EXPENSES. The term "operating expenses" includes all expenses incurred by Landlord with respect to the maintenance and operation of the Building, including, but not limited to, the following: maintenance, repair and replacement costs; equipment used for maintenance and operation of the Building; operational expenses; management fees, wages and benefits payable to employees of Landlord whose duties are directly connected with the operation and maintenance of the Building; all services, supplies, repairs, replacements or other expenses for maintaining and operating the Building including parking and common areas; improvements made to the Building which are required under any governmental law or regulation that was not applicable to the Building at the time it was constructed; installation of any device or other equipment which improves the operating efficiency of any system within the Premises and thereby reduces operating expenses; all gas, electric, water and sewer utility, and telephone and telecommunications utility fees; all other expenses which would generally be regarded as operating, repair, replacement and maintenance expenses; installments of special assessments levied against the Property; and all insurance premiums Landlord is required to pay or deems necessary to pay, including fire and extended coverage, and rent loss and public liability insurance, with respect to the Building.

3.6 ADDITIONAL RENT. Any other charges to be paid by the Tenant pursuant to the provisions of any other sections of this Lease shall be designated as "Additional Rent". For convenience, Tenant may include payment for such charges and the Base Rent in one monthly check, provided all Additional Rent items are shown separately from Base Rent. Such Additional Rent shall not for any reason be considered as Base Rent as defined above. Failure of Tenant to pay Additional Rent shall give Landlord the right to declare an event of default.

3.7 RENT DELINQUENCIES. Should the Tenant, for any reason whatsoever, fail to pay, when the same is due and payable, any Base Rent and/or Additional Rent and should said rent not be paid within ten (10) days of due date, Tenant shall pay a late penalty equal to five percent (5%) of total rents due. In addition, all unpaid rents shall bear interest from the date due to the date of payment at the rate of two percent (2%) per annum in excess of the prime rate as quoted by US Bank, N.A. to its best customers, or the highest rate permitted by law, whichever is less. Landlord may waive the penalty provided under this paragraph only in writing, and any waiver is effective only as to the specific delinquency(ies) identified in the writing.

3.8 GROSS LEASE; NO ADDITIONAL RENT. Except for the cost of telephone service, notwithstanding any contrary provision contained in this Lease, this Lease shall be deemed a "gross" lease, Landlord shall be responsible for the supply of electricity, natural gas, water, sanitary sewer, daily cleaning, and trash collection and snow removal for the Leased Premises, and Landlord (and not Tenant) shall be responsible for any other monetary obligations associated with ownership or operation of the Leased Premises.

ARTICLE IV – TAXES AND SPECIAL ASSESSMENTS

4.1. TAXES AND SPECIAL ASSESSMENTS. Landlord's use of the Property is exempt from real estate taxes. Tenant shall be responsible for any real or personal property taxes, if any, that become due and payable as a result of Tenant's use of the Leased Premises. The provisions of this section shall survive termination of this Lease. Landlord shall pay before delinquent all installments of special assessments with respect to the Property due and payable during the term of this Lease.

ARTICLE V – USE OF PREMISES

5.1 TENANT'S USE. During the term of this Lease, the Leased Premises shall be used solely for the purpose of general educational, diagnostic, and therapeutic purposes. Tenant shall not assign this Lease or sublease the Leased Premises in whole or in part without Landlord's prior written approval.

5.2 BUILDING ACCESS. The Building will be open to the public between the hours of Monday-Thursday from 7:00 a.m. to 7:00 p.m. and on Friday from 8:00 a.m. to 4:30 p.m. Landlord will schedule weekend hours for the Building and communicate those to Tenant on a quarterly basis. Tenant staff will have access to the Building beginning at 6:00 a.m. Monday – Friday. The Building will be closed to the public on school district employee holidays, which may include the following days plus a minimum of two additional days (which Landlord will schedule and communicate on a quarterly basis): Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, December 24 and 25, January 1, Memorial Day, July 4. Landlord reserves the right to close the Building to the public for preventive maintenance purposes, which Landlord will communicate to Tenant at least three months' in advance of maintenance. If Tenant desires to program outside of the days and hours of operation determined by Landlord, Landlord will charge Additional Rent in an amount that depends upon the nature and staffing needs of the event.

5.3 SHARED SPACE. Tenant shall have access to and use of the Shared Space on a non-exclusive basis, in common with Landlord and other tenants. It is understood that Tenant's use of the High Volume Shared Space designated on the attached Exhibit A will be frequent and periodic throughout each business day, for the purpose of providing therapy to Tenant's clients. Tenant's use of the Low Volume Shared Space designated on Exhibit A will be occasional for parent meetings, staff trainings, and feeding therapy. As part of the Shared Space, Tenant will have the size equivalency use of four office workstations within the open office and reception area designated on the attached Exhibit A. Use of the office area includes access to copier, fax, wireless internet access, storage room and the staff lounge. Tenant will be responsible for copier and fax charges as established from time to time for all copier and fax users.

5.4 AFFIRMATIVE COVENANTS OF TENANT. Without in any way limiting or restricting other covenants of Tenant elsewhere contained in this Lease, the Tenant affirmatively covenants and agrees as follows:

(a) Tenant shall neither permit or suffer any conduct, noise, odor or other nuisance in, on or about said Leased Premises to unreasonably annoy or disturb any persons occupying adjacent premises, Shared Space or common areas;

(b) Tenant shall arrange for and accept deliveries only at such times, in the areas, and through the entrances designated for such purpose by Landlord;

(c) Tenant shall not use or permit the Leased Premises to be used for any purpose or purposes other than that set forth in Section 5.1 above;

(d) Tenant will control its clients and invitees to prevent unruly or obnoxious behavior.

ARTICLE VI – MAINTENANCE AND REPAIRS

6.1 MAINTENANCE AND REPAIRS. Landlord shall be responsible for repairs and maintenance of the Property, Building and Leased Premises. Tenant shall be responsible for damages caused by Tenant, its clients or invitees.

6.2 SURRENDER OF PREMISES. At the expiration or termination of this Lease, Tenant shall surrender the Leased Premises in the same condition as existed on the commencement date of this Lease, ordinary wear and tear excepted.

ARTICLE VII – UTILITIES AND SIGNAGE

7.1 UTILITIES PROVIDED BY LANDLORD. Subject to Sections 3.4, 7.3 and 7.4, Landlord shall cause public utilities and/or public agencies to furnish to the Leased Premises the following utility services: gas for heat, electricity, domestic water, sewer; refuse collection and recycling; and Landlord shall timely pay the bills for those services.

7.2 TELECOMMUNICATIONS. Landlord shall contract for all telephone and other telecommunications connections and services for the Leased Premises. Tenant shall pay for all telecommunications services furnished the Tenant for use in the Leased Premises as part of Tenant's common area maintenance charges under Section 3.4.

7.3 SUPPLY OF UTILITY SERVICES. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electricity, water, sewer, or gas furnished by reason of any change, requirement, act, neglect or omission of the public utility serving the Demised Premises or for any reason not attributed to Landlord.

7.4 INTERRUPTION OR DISCONTINUANCE OF LANDLORD'S SERVICE. Tenant agrees that Landlord shall not be liable for failure to supply any service when Landlord uses reasonable diligence to supply the same, it being understood that Landlord reserves the right to temporarily discontinue such services, or any of them, at such times as may be necessary by reason of accident, unavailability of employees, failure of supply, repairs, alterations or improvements, or by reason of fire, strikes, flood, lockouts, riots, acts of God or any other happening beyond the reasonable control of Landlord.

7.5 GARBAGE AND REFUSE COLLECTION. Tenant shall keep all garbage and refuse in containers and shall place the same in locations designated by the Landlord in a manner that is prepared for processing and/or collection.

7.6 SIGNAGE. Tenant may not install any signs, numerals, letters or other graphics on the Leased Premises without Landlord's prior written approval, which approval may not be unreasonably withheld.

ARTICLE VIII – ALTERATIONS AND SECURITY CAMERAS

8.1 ALTERATIONS. Tenant shall not make any alterations or changes to the interior of the Leased Premises, including the Exclusive Space, without Landlord's prior approval.

8.2 SECURITY CAMERAS. Tenant shall be permitted, at Tenant's sole cost and expense, to install security cameras (one camera and one panic button) located (collectively, the "Security Cameras") pursuant to the plans and specifications attached hereto as Exhibit C, (the "Plans"). Tenant also agrees to the following: (a) any changes to the Plans shall be approved by Landlord in its reasonable discretion; (b) the Security Cameras shall be installed in a workmanlike manner, subject to all local rules, ordinances and approvals, by a licensed contractor chosen by Tenant and approved by Landlord in its reasonable discretion; (c) Tenant shall maintain and monitor the Security Cameras (one camera and one panic button) at Tenant's sole cost and expense, and; (d) upon expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, remove the Security Cameras and restore the Building to the condition that existed prior to installation of the Security Cameras, ordinary wear and tear excepted.

ARTICLE IX – INSURANCE, RELEASE, INDEMNIFICATION

9.1 TENANT'S INSURANCE REQUIREMENTS. At all times during the term of this Lease, Tenant, at its own expense, shall maintain, with insurance companies which are admitted to do business in the State of Minnesota and which are rated by A.M. Best "A" or better, and which are acceptable to the Landlord, the following insurance coverages. If any coverage is written on a claims-made basis, the tenant shall continue to with the required coverage for a period of 3 years following the termination of the contract or a program of self- insurance.

(a) Commercial General Liability Insurance – Written on Claims Made or Occurrence basis, insuring against claims for bodily injury and personal injury, death and property damage occurring in connection with the use and occupancy of the Leased Premises by Tenant and shall name Landlord as an additional insured on a primary non-contributory basis. Commercial General Liability insurance shall afford a limit of at least \$1,000,000 for each occurrence and at least \$2,000,000 General Aggregate. This limits required herein should be on a per location basis and include contractual liability as broad as what is found on a CG 0001 ISO form or an equivalent.

(b) Workers' Compensation Insurance – Tenant shall provide Workers' Compensation insurance for tenant employees that shall meet or exceed the statutory requirements set by the State of Minnesota and shall include Employer's Liability insurance for limits of not less than \$500,000. A policy shall include a waiver of subrogation in favor of the landlord.

(c) Property Insurance – Tenant shall maintain fire and extended property insurance against all risks of physical loss for the full value of all personal property and leasehold improvements of the Tenant within or outside the Leased Premises. Landlord and Tenant agree to waive all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance.

Tenant shall deliver to Landlord prior to occupancy and annually thereafter Certificates of Insurance evidencing compliance with the above insurance requirements and shall provide notice to the Landlord thirty days prior to cancellation or material change.

ARTICLE X – DESTRUCTION AND RESTORATION

10.1 RESTORATION OPTION IF MORE THAN 30% DAMAGED. If the Leased Premises shall be damaged to the extent of thirty percent (30%) or more of the cost of replacement thereof or damaged by any uninsured casualty, Landlord shall have the option to rebuild or to terminate this Lease by exercise of notice to Tenant given not more than 30 days from the date of such damage.

10.2 RESTORATION OPTION IF LESS THAN 30% DAMAGED.

- (a) If the Leased Premises shall be damaged to the extent of less than ten percent (10%) of the cost of replacement by fire or other casualty covered by Landlord's policy of fire coverage insurance during the term of this Lease the base rental herein shall abate as of the date of the occurrence in accordance with the provisions of Section 11.2(b), and the Landlord shall restore the Leased Premises. If such an event occurs during the last one (1) year of this Lease or extension thereof, then Landlord shall have the option to rebuild or terminate this Lease to be exercised by notice to tenant given not more than 90 days from the date of such damage.
- (b) In the event of such partial destruction or damage whereby Tenant shall be deprived of occupancy and use for only a portion of the Leased Premises, then "base rent" shall be equitably apportioned according to the area of the Leased Premises which is unusable by Tenant from the date of occurrence, until such time as the Leased Premises are repaired or restored as provided herein.

10.3 TOTAL DESTRUCTION. In the event of total destruction of the Leased Premises, Tenant's rent shall completely abate from the date of such destruction. If Landlord elects to rebuild as aforesaid, Tenant's rent shall completely abate from the date of such destruction until forty-five (45) days after the date when Landlord notifies tenant that the shell of the Leased Premises is ready for commencement of Tenant's work, or upon the day when Tenant opens for business, whichever event shall first occur.

10.4 ADDITIONAL HAZARDS. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Leased Premises or bring in anything or keep anything therein which shall cause the cancellation of, or increase the rate of insurance, on the Leased Premises above the standard rate on said premises and building. Tenant further agrees that in the event it shall do anything to so increase the insurance rate, Tenant shall promptly pay to Landlord on demand any such increase resulting therefrom, which shall be due and payable as "additional rent" hereunder. At Tenant's request, Landlord shall make available for Tenant's inspection during regular business hours, all documents pertaining to Landlord's calculation of Tenant's "additional rent" required under this section. Said "additional rent" shall be due and payable as billed by Landlord.

10.5 NOTICE. Tenant shall give immediate written notice to Landlord of any damage to the Leased Premises of which Tenant becomes aware.

10.6 ABATEMENT. Tenant agrees that during any period of reconstruction or repair of the Leased Premises, it will continue the operation of its business within the Leased Premises to the extent practicable. If Landlord is required to repair and rebuild, then during the period from the occurrence of the casualty until Landlord's repairs are completed, the "base rent" set forth herein shall be reduced to such extent as may be fair and reasonable under the circumstances.

ARTICLE XI – EMINENT DOMAIN

11.1 PARTIAL OR TOTAL CONDEMNATION. If the whole or any part of the Leased Premises or the structure encompassing same shall be taken by any public authority under the power of eminent domain, the Tenant shall have no claim to, nor shall Tenant be entitled to, any portion of any award, for damages or otherwise. Nothing herein shall be construed to prevent Tenant to claim and recover from the condemning authority relocation benefits for which Tenant may be eligible.

ARTICLE XII – MISCELLANEOUS PROVISIONS

12.1 WAIVER. Failure on the part of the Landlord to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, and no matter what other action or non-action by Tenant that Landlord has already complained of shall never be deemed to be a waiver by Landlord of any of his rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord, shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord, even after demand by Landlord for rent pursuant to Tenant's rent default shall be treated otherwise than a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that said lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any further rights or remedies which Landlord may have against Tenant. Further, failure of the Landlord to bill timely for taxes or other additional rent as heretofore required shall not be deemed a waiver of Tenant's liability to pay same.

12.2 ENTIRE AGREEMENT. This Lease is executed in identical counterparts, each of which, when bearing original initials of the parties on each page and at each change in the text hereof as well as original signatures at the end of each document, shall constitute an original for all purposes. All previous agreements, whether oral or written, are superseded by and merged into this Lease. Subsequent change shall not be binding unless reduced to writing and signed by the parties hereto.

12.3 GOVERNING LAW. The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Lease.

12.4 NOTICES. Any notice which is required under this Lease shall be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U. S. Mail whichever shall first occur. Notice shall be addressed to the addresses listed in Article I above or to any other address as shall be designated by written notice.

Where in this Lease a certain number of days from date of notice to a given action is specified, unless the specific provision otherwise states, the days shall be counted as follows: The first calendar day shall be excluded and the last day shall be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall be extended to include the next day which is not a Saturday, Sunday or legal holiday.

12.5 DATE OF LEASE. All references to the "date of this Lease" or "date hereof shall be deemed to be that date on which all parties hereto have executed this Lease.

12.6 HEADINGS. The heading, section numbers and article numbers appearing in this Lease are not intended in any manner to define, limit or describe the scope of any such section or article and are solely inserted for ready reference purposes.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

LANDLORD: INDEPENDENT SCHOOL DISTRICT NO. 834

BY: _____
Annie Porbeni

ITS: Board Clerk

DATE: _____

BY: _____
Dr. Michael Funk

ITS: Superintendent

DATE: _____

TENANT ALLINA HEALTH SYSTEM, dba COURAGE CENTER

BY: *Ric Magnuson*
Ric Magnuson (Aug 3, 2022 09:28 CDT)
Ric Magnuson

ITS: EVP & Chief Financial Officer

DATE: Aug 3, 2022

EXHIBIT A

Stillwater Area Public Schools Early Childhood Family Center

Exhibit A: Partner Organization Space Usage

February 2022

COURAGE CENTER

Exclusive = 1,402/ Shared = 1,506

Exclusive Space: (sf) (see GREEN on attached map)

- Therapy Room 5 116
- Therapy Room 6 116
- Therapy Room 7 139
- Therapy Room 8 137
- Therapy Room 9 234
- Therapy Room 10 202
- Therapy Storage 88

Office Work Stations*

- 5 stations@ 64 sf 320
- Receptionist/intake 50

Subtotal Exclusive Space: 1,402

Shared Program Space

High Volume (In/out all day long with therapy clients-see ORANGE on attached map)

- Physical Activity Rm 2,224
 - Sensory Motor Rm 455
 - Gym Storage 359
- SUBTOTAL = 3,038 sf x 30% = **911 sf Shared Space**

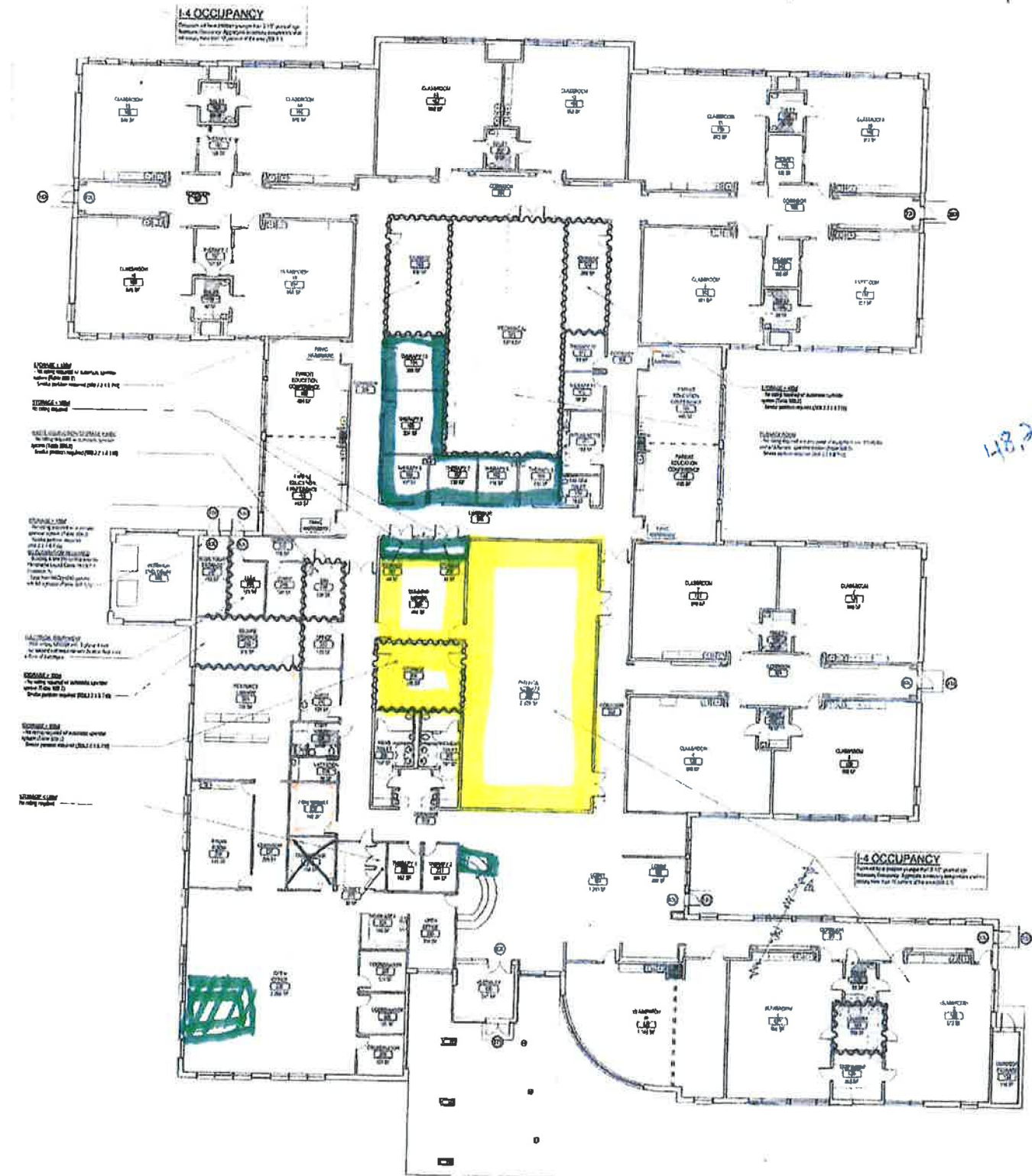
Low Volume (occasional use for parent meetings, staff trainings, feeding therapy – see BLUE on attached map)

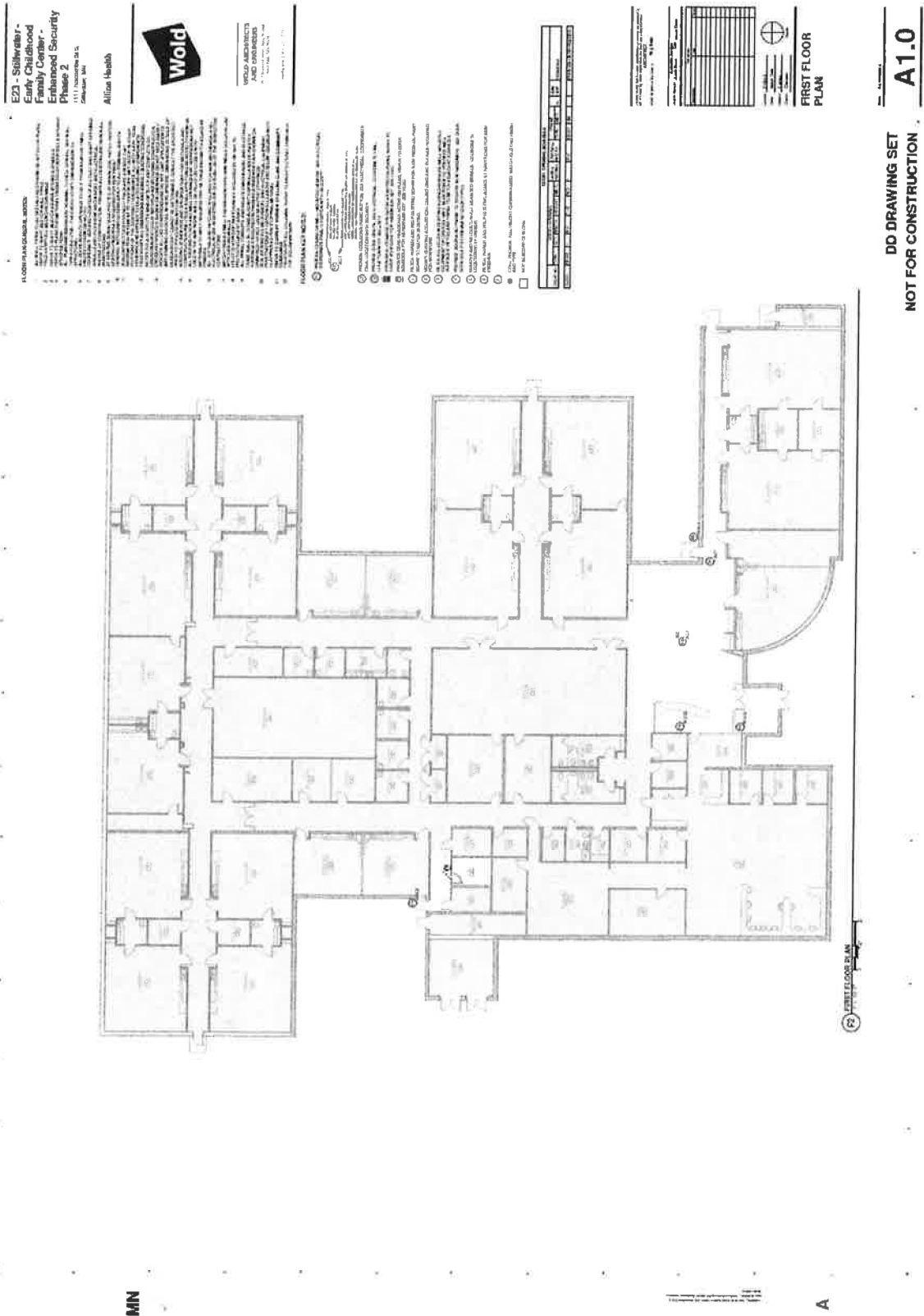
- Parent Ed.Rms 1,947
 - Small conf. Rms 158
 - Resource Library 709
 - Kitchenette 162
- SUBTOTAL = 2,976 sf x 20% = **595 sf Shared Space**

*As a partner in the shared office area, organizations will have access to copier, fax, wireless internet access, locked storage room, and staff lounge.

All partners will share access to common areas such as staff and public restrooms, lobby, and playground areas.

42







Agenda Item: IX.F.
Date Prepared: August 4, 2022
ISD 834 Board Meeting

Consent Items: Adult Meal Price Increase
Meeting Date: August 11, 2022
Contact Person: Mark Drommerhausen, Director of Operations

Summary:

Administration recently received information from the Minnesota Department of Education establishing minimum pricing requirements for adult meals.

Currently the adult breakfast price is \$2.20 and the adult lunch price is \$4.30. The required minimum meal prices for adults established by the Minnesota Department Education for 2022-23 school year are:

- Breakfast: \$2.25
- Lunch: \$4.95

The calculation is based on the current year's State and Federal reimbursement rates plus the national average per meal value of U.S. Department of Agriculture Foods.

Recommendation:

A motion and a second to approve the Adult Meal Price Increase.

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

EXPENDITURE APPROVAL FORM

Fiscal Year 2021-2022

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$100,000.

REQUESTED BY: Caleb Drexler Booth

DATE: 08/04/2022

DESCRIPTION OF REQUEST

Stillwater Area Public Schools partnered with Minnetonka Public Schools to provide online learning experiences to Stillwater students through Tonka Online as part of the 2021-2022 COVID response. Five middle students participated in the first semester. When the Stillwater elementary online program ended in January, the number of participating students increased to 46 for the second semester.

Instead of unenrolling participating students from Stillwater, thereby losing the full dollars generated by the student membership, Tonka Online would invoice \$2,500 per student per semester. The invoice for the first semester was \$12,500. The invoice for the second semester is \$115,000.

The total cost of \$127,500 for Tonka Online is expensed to ESSER funding.

FINANCIAL IMPACT

Budget(s) Impacted:

Annual expenses will be earmarked and will not exceed board approved General Budgets for FY23, FY24, and FY25. Specifically, this expense will come out of the Teaching and Learning Department testing budget. Therefore, this is not an additional expense for the board.

Is This a One-Time Expenditure?

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

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

It is an annual expense that supports our elementary programming. This contract will cover a three-year period.

☐ **No**, it will need to be funded for Fiscal Years 2023-2025 as long as the numbers support the need.

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

☒ **Yes** List Source(s): Tonka Online expenditures will be funded through ESSER dollars.
Amount: \$127,500

☐ **No**

PROGRESS MONITORING

The partnership was for the 2021-2022 school year and is now ended.

SCHOOL BOARD

Operating Norms	201.3	Adopted: 08-26-2010 Revised: 8-11-2016 Renumbered: 03-11-2021	Annually

1. Board members recognize that the highest care, management and control of the district is vested in the Board. The Board shall carry out this responsibility through the establishment of District policies by which the schools are to be administered. The administration of the educational and operational management shall be delegated to the Superintendent.
2. The Board shall cultivate a sense of group responsibility. The Board shall be solely responsible and accountable for excellence in governing. The Board shall use the expertise of individual Board members to enhance the ability of the Board as a body but shall not substitute individual judgments for the Board's collective judgment.
3. Board member accountability to the entire school district supersedes:
 - 3.1. Any loyalty a Board member may have to other advocacy or interest groups
 - 3.2. Any loyalty based upon membership on other boards or staffs
 - 3.3. Any conflicts based upon the personal interests of any Board member
4. How We Relate to One Another
 - 4.1. Board members should feel free to express their opinions and beliefs about issues. Discussions will be open and candor encouraged. Honest disagreements are legitimate and have an appropriate place on the Board; however, Board members shall respect one another's opinions and shall not criticize one another in an inappropriate manner.
 - 4.2. Board members shall focus on issues rather than personalities

5. How We Communicate

5.1. Board members shall establish and maintain open channels of communication with each other..

5.2. Board members shall receive the same information and data which are necessary for decision making. Much of that information will come from the Office of the Superintendent and s/he shall ensure that each member has equal access to this information.

5.3. Board members who are absent or late to meetings shall take the initiative to find out what they may have missed. If Board members know they are going to be absent, they must notify the Board Chair or the Superintendent.

5.4. Board members shall channel requests for information, reports, etc., through the Superintendent and Board Chair

5.5. Board members shall remain informed concerning state and federal laws and regulations affecting education.

5.6. Board members shall exercise honesty in all written and interpersonal interactions

5.7. Board members shall protect the integrity and promote the positive image of the district and one another

5.8. Private and confidential data must always be protected in accordance with the Minnesota Government Data Practices Act. Communication among Board members via email, or any other channel/form of communication, shall be in compliance with the Minnesota Government Data Practices Act.

6. How We Govern

6.1. Board members shall seek and, whenever possible, support solutions that they believe will provide the greatest benefit to the largest number of students.

6.2. The Board shall work in partnership with the Superintendent, staff, students, parents and the community.

6.3. The Board shall deliberate in many voices prior to Board action, but govern in one voice representing the District

6.4. Once the Board has taken action, Board members shall support the official position of the District

6.5. Board members should take risks in confronting differences of opinion. Board members are encouraged to fully participate and to disagree about issues to ensure full discussion in Board meetings, however, they must be careful that adherence to a point of view does not prolong discussion.

6.6. In order to facilitate constructive resolution of problems at the most appropriate administrative level, when Board members receive questions and concerns from members of the community they shall direct the individual to the appropriate administrator in the District, or the Superintendent if appropriate administrator is unknown.

6.7. Board members shall recognize and respect that their authority only exists when a quorum of the Board meets and not as individual Board members, except as authorized by law or delegated by the Board, through Board action.

6.8. Individual Board members shall not contact Board legal counsel regarding Superintendent performance evaluation without approval of the full Board.

6.9. Legal matters, other than Superintendent performance evaluation, shall be forwarded to the Superintendent to investigate as necessary.

6.10. Board members recognize that the Superintendent is bound only to decisions made by the Board as a whole.

6.11. Board members shall contact the Superintendent at least one work day prior to a Board meeting if they have concerns about agenda items and/or posted materials. This does not limit Board discussion or questions after presentation of materials.

6.12. Board members shall maintain focus on common goals.

7. How We Conduct Meetings

7.1. Generally, the Board shall conduct one business meeting and one learning session each month. Business meetings shall take place on the second Thursday of the month and learning sessions shall take place on the fourth Thursday of the month, with exceptions in cases of holidays, school vacation conflicts, or other unanticipated conflicts.

7.1.1. During learning sessions, the Board shall discuss such things as planning, upcoming business meeting topics, and other topics deemed appropriate by the Board.

7.1.2. The Board may vary from the number and/or timing of business meetings and learning sessions in order to accommodate the business of the District in compliance with the requirements of the Minnesota Open Meeting Law.

7.2. A special meeting of the Board may be called by providing written notice at least three days before the date of the meeting. Notice shall include the date, time, place and purpose of the meeting and shall be posted on the District's website, the front window of the administrative office of the District, and mailed or otherwise delivered to each person who has filed a written request for notice of special meetings with the District.

7.3. An emergency meeting of the Board may be called by the Chair, or a quorum, by telephone or by any other method to notify the members of the Board. . Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the Board members. Notice shall include the subject of the meeting. Posted or published notice of an emergency meeting is not required. No action shall be taken at an emergency meeting, except related to emergency for which it is called.

7.4. The first meeting in January shall be an Organizational meeting. During this meeting, the Board shall select a Chair, Vice Chair, Clerk, Treasurer and other officers as the Board sees fit, and shall establish a schedule of regular monthly meetings of the Board.

7.5. Meetings of the Board shall be open to the public, unless closed by the Board pursuant to the Open Meeting Law

7.6. The Board recognizes the importance of public notice of all meetings. Prior to each meeting, the district shall post the agenda on the district website and furnish a copy of the agenda to District's official newspaper and to any citizen who requests the information.

7.7. Board members shall make all reasonable effort to attend all Board meetings and learning sessions.7.2. A special meeting of the Board may be called by providing written notice at least three days before the date of the meeting. Notice shall include the date, time, place and purpose of the meeting and shall be posted on the District's website, the front window of the administrative office of the District, and mailed or otherwise delivered to each person who has filed a written request for notice of special meetings with the District.

7.8. Board members shall prepare for discussions in advance and review the materials distributed prior to a meeting. Neither the Superintendent nor individual Board members shall put one another in a position to discuss items or make recommendations in the absence of appropriate information and preparation.

7.9. The Board shall transact all business at meetings of the Board with a quorum of members, in accordance with the Open Meeting Law.

7.10. Board meetings and deliberations shall be conducted according to Minnesota Statute where applicable and then by Robert's Rules of Order, using the authority normally vested in the Board Chair as described in Robert's Rules of Order. The use of Robert's Rules may be suspended at any meeting by a majority vote.

7.11. Board members shall limit discussion to the agenda.

7.12. Prior to the Board business meeting or learning session, the Superintendent, in consultation with the Board Chair, shall prepare the agenda for each meeting.

7.12.1. Board members may request to have an item(s) added to a business meeting or learning session by:

7.12.1.1. Making a request at a Board learning session to add the topic to an upcoming meeting agenda. If the addition of the topic is supported by a majority of Board members, the recommendation shall be forwarded to the Board Chair

7.12.1.2. Generally, items shall not be added to the agenda during a meeting unless they cannot be delayed until a subsequent meeting. Board members should make every effort to submit their request for the addition of an agenda item through discussion at a Board learning session; however, if an item cannot be delayed until a subsequent meeting, during the "Accept Agenda" portion of the meeting, a Board member may make a motion to add it to the agenda. If there is a second to the motion and majority support, the item shall be added.

7.13. Input from students, staff, parents, and community members in major decisions can be a valuable form of assistance to the Board. Open forum is an opportunity to address the Board. Individuals who wish to address the Board may do so regardless of whether or not a topic is on the agenda.

7.13.1. At least 30 minutes prior to each meeting, a sign-up sheet will be available at the meeting site for individuals to sign up to address the Board.

Only those whose names and addresses appear on the sign-up sheet at the time the meeting is called to order shall be permitted to address the Board.

7.13.2. Up to 12 speakers shall be provided a maximum of five minutes to address the Board, unless an exception is granted by the Board Chair.

7.13.3. Speakers will not be allowed to verbally attack, disparage, or potentially defame individual Board members, employees or students, nor may speakers use vulgar or profane language. Also, speakers may be precluded from disclosing personally identifiable private data regarding employees or students

7.13.4 Speakers unwilling to conform to the rules or time constraints may be told his/her privilege of speaking has ended.

7.13.5. Board members shall listen respectfully to issues brought to them by the community. They may ask questions for clarification from the speaker but will not engage in debate. The Board shall not deliberate or take action during the open forum regarding an issue presented.

7.13.6. If follow-up by administration is necessary, the Chair shall request that the Superintendent follow up on the matter

7.13.7. When the Board Chair proceeds with the meeting, audience comments are no longer in order; however, the Board members retain the right to call on District administrators for information to assist the Board in its deliberations.

7.14. The minutes of the proceedings of the Board at the previous meeting, together with the next agenda and related materials, shall be provided to the Board before the time of the next regular meeting.

7.14.1. The minutes of the preceding meeting shall be approved by the Board at the next regular business meeting

7.14.2. A copy of all motions and resolutions shall be carefully recorded. The names of those who make motions, those who second motions, and those voting “aye” or “nay” shall be recorded, except when the vote is unanimous.

7.14.3. The official minutes shall be kept as the permanent record of the Board after being reviewed by the Clerk of the Board.

7.14.4. All records of the Board shall be available to citizens for inspection at the Central Services Building, except data classified as private or confidential under the Minnesota Government Data Practices Act.

7.14.5. The official proceedings of the Board or a summary of the proceedings must be published in the official newspaper within 30 days of the meeting at which the proceedings occurred.

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Ackfeld, Stacy	Resignation	Paraprofessional, 6.0 hrs/day Brookview Elementary	SCPA	June 2, 2022
Berg, Julie	Resignation	Paraprofessional, 6.0 hrs/day Oak-Land Middle School	SCPA	June 30, 2022
Borg, Sonia	Retirement (7 years)	Paraprofessional, 6.25 hrs/day Stillwater Area High School	SCPA	August 1, 2022
Langenohl, Kate	Resignation	Health Care Specialist, 6.5 hours Afton-Lakeland & Brookview Elementary	CSS	August 1, 2022
Wohlers, Pamela	Retirement (23 years)	Paraprofessional, 6.75 hrs/day Stillwater Area High School	SCPA	September 1, 2022

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Anderson, Nancy Rehired	Paraprofessional, 3.0 hrs/day Lily Lake Elementary	\$17.18 / hour	2022-2023 Staffing	SCPA	August 29, 2022
Bayers, Lisa Rehired	Paraprofessional, 6.0 hrs/day Rutherford Elementary	16.78 / hour	2022-2023 Staffing	SCPA	August 29, 2022
Flug, Joelle Rehired	1.0 FTE Elementary Education Teacher Andersen Elementary	\$57,357	2022-2023 Staffing	SCEA	August 22, 2022
Klug, Andrea	1.0 FTE Math Teacher Stillwater Middle School	\$70,499	Replacement Staffing	SCEA	August 16, 2022
Kooiker, Heather Rehired	Paraprofessional, 6.0 hrs/day Rutherford Elementary	\$17.18 / hour	2022-2023 Staffing	SCPA	August 29, 2022
McGill, Danielle	1.0 FTE TOSA - SSSS District Wide	\$82,907	2022-2023 Staffing	SCEA	August 22, 2022
McIntyre, Kris Ann	Human Resources Technician, 8.0 hrs/day Central Services	\$23.20 / hour	Replacement	Tech Support	August 1, 2022
Murphy, Britta	Parent Educator, 729.65 hours Early Childhood Family Center	\$39.08 / hour	Replacement	SCEA	August 22, 2022
Reid, Monica	1.0 FTE Special Education Teacher Lily Lake Elementary	\$60,218	2022-2023 Staffing	SCEA	August 22, 2022

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Fahey, Chris	1.0 FTE Tech Coord. & Design & Make Teacher Stillwater Middle School	1.0 FTE Tech Integration Specialist District Wide	2022-2023 Staffing	SCEA	August 22, 2022
Benson, Gina	Paraprofessional, 6.5 hrs/day Lake Elmo Elementary	Paraprofessional, 7.0 hrs/day Lake Elmo Elementary	2022-2023 Staffing	SCPA	August 29, 2022
Dinzeo, Nichole	Community Education Site Lead, 8.0 hrs/day Andersen Elementary	Paraprofessional, 6.5 hrs/day Lake Elmo Elementary	2022-2023 Staffing	SCPA	August 29, 2022
Hill, Suzanne	Screening Technician, 8.0 hours Early Childhood Family Center	Admin. Asst. to Asst. Superintendent, 8.0 hours Central Services	Replacement	Tech Support	August 1, 2022
Kane, Kyle	Assistant Middle School Principal Oak-Land Middle School	Middle School Principal Oak-Land Middle School	Replacement	Principals	August 9, 2022
Parent, Ally	Community Education Program Assistant, 6.5 hrs/day Andersen Elementary	Community Education Site Lead, 8.0 hrs/day Andersen Elementary	Replacement	CE Leads & Assistants	August 22, 2022
Stephenson, Jessica	1.0 FTE Social Worker Rutherford Elementary	1.0 FTE Tech Integration Specialist Stillwater Middle School	2022-2023 Staffing	SCEA	August 22, 2022
Williams, Claudia	Cafeteria, 5.5 hrs/day Wildwood Elementary	Cafeteria, 4.0 hrs/day Stillwater Area High School	Replacement	Cafeteria	August 29, 2022
Zemlicka, Maddison	Paraprofessional, 4.0 hrs/day Stillwater Middle School	Paraprofessional, 6.0 hrs/day Stillwater Middle School	2022-2023 Staffing	SCPA	August 29, 2022
Sharp, Carolyn	Paraprofessional, 5.5 hrs/day Brookview Elementary	Paraprofessional, 6.0 hrs/day Brookview Elementary	2022-2023 Staffing	SCPA	August 29, 2022



Agenda Item XI.A.
Date Prepared: July 22, 2022
ISD 834 Board Meeting

Agenda Item: 2021-2023 Custodian Master Contract
Meeting Date: August 11, 2022
Contact Person: Dr. Mike Funk, Superintendent

Background:

The Master Contract for Custodians expired on June 30, 2021.

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

Information regarding the updates will be provided to the Board. Settlement is within board parameters. Administration recommends approval of the Master Contract.

Recommendation:

A motion and second will be requested to approve the Master Contract with Costudians

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



Stillwater

AREA PUBLIC SCHOOLS

Approval of 2021 -23 Custodial Contract

8-11-2022

Superintendent Mike Funk



Stillwater

AREA PUBLIC SCHOOLS

Summary of Agreement with Custodians:

- Step movement for each year of the contract.
- Family medical insurance district contribution caps at 85% District / 15% Employee. Single coverage at 100%.
- Fully paid dental insurance.
- Salary schedule increases of 1.5% year 1 and 2.75% year 2 plus an extra \$1 per step.
- 403B Match increase to 3.5% in second year of contract.

These agreements match the parameters set by the school board.

Total new dollars: \$207,306



Stillwater
AREA PUBLIC SCHOOLS

Any Questions?



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

Report for Information: Second Reading Policy 206 – Public Participation in School Board Meetings and Data Privacy Considerations

Meeting Date: August 11, 2022

Contact Person: Dr. Jennifer Cherry, Assistant Superintendent

Background:

Revisions to Policy 206 Public Participation in School Board Meetings is being presented for a second reading.

Recommendation:

Input from Board directors and community is requested. This will come back for a third reading and recommendation to adopt revisions at the next business meeting.

SCHOOL BOARD

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Public Participation in School Board Meetings and Data Privacy Considerations	206	Adopted: 07-12-2018 REVISED:	2-Year Review Cycle Annual

I. PURPOSE

The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.

The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

The policy of the school board is to encourage discussion by citizens of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.

The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.

B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as

defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

D. "Educational data" means data maintained by the school district which relates to a student.

E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);

3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V.~~III~~ THE PUBLIC'S OPPORTUNITY TO BE HEARD

- A. The school board will strive to give all citizens of the school district an opportunity to be heard and to have concerns considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions.

VI.~~IV~~ ~~PROCEDURES~~ GENERAL GUIDELINES

A. Agenda Items

1. ~~Citizens~~ Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The ~~citizen~~ individual should provide his or her name, contact information, ~~address~~, the name of the group represented (if any), and the subject to be covered or the issue to be addressed.
2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The School Board Chair and Superintendent shall determine whether to place a matter on the tentative agenda, in accordance with Policy 203.5.
4. The school board chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
5. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. ~~Open Forum~~ Public Comment

The school board shall normally provide a specified period of time when ~~citizens~~ individuals may address the school board on any topic, subject to the limitations of this policy. When such period is provided, the school board will specify the time limit for each speaker.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

E. Limitations

1. Personnel matters, student matters, subjects with data privacy concerns, or matters which may be potentially defamatory or otherwise unlawful shall not be considered in public, but shall be processed as determined by the school board in accordance with applicable school board policy and applicable law.
2. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
3. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
4. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Public Comment Procedures

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)



Agenda Item: XI.B.
Date Prepared: August 5, 2022
ISD 834 Board Meeting

Report for Information: Second Reading Policy 207 – Public Hearings
Meeting Date: August 11, 2022
Contact Person: Dr. Jennifer Cherry, Assistant Superintendent

Background:

Public Hearings Policy 207 is being presented for a second reading.

Public hearings are required by law to be held concerning certain issues, such as truth in taxation (Minn. Stat. § 275.065).

Recommendation:

Input from Board directors and community is requested. This will come back for a third reading and recommendation to adopt revisions at the next business meeting.

SCHOOL BOARD

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Public Hearings	207	Adopted: 07-12-2018 Revised:	2-Year Review Cycle Annual

I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

~~In order for~~ For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy ~~are established by the school board.~~

III. PROCEDURES

A. Public Hearings

Public hearings are required by law ~~to be held~~ concerning certain issues, including but not limited to, school closings (Minn. Stat. § 123B.51), education district establishment (Minn. Stat. § 123A.15), and agreements for secondary education (Minn. Stat. § 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the discretion of the school board.

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete the information on the electronic sign in sheet. Any request to address the school board after the commencement of the hearing will be granted only at the school board's discretion ~~of the school board chair.~~

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.

2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.
3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative or spokesperson. If the school board requires designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as the school board otherwise determines.
4. Privilege to Speak: ~~A school board member should direct remarks or questions through the chair.~~ Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary to provide an orderly, efficient, and fair opportunity to be heard.

~~To encourage community participation and to conduct public hearings efficiently, the following processes apply to people who wish to address the School Board:~~

- ~~1. — Each individual will be given up to five minutes to address the school board. To ensure all have equal time, individuals may not merge allocated speaking minutes or defer allocated minutes to other speakers.~~
- ~~2. — Individuals addressing the school board should provide their name and address, and identify any group they are representing.~~
- ~~3. — Individuals must present testimony in a respectful and professional manner. Vulgarity, profanity, character attacks or abuse or specific complaints identifying staff or students will not be permitted.~~
- ~~4. — Written statements may be provided to school board members by individuals who do not wish to speak. If an individual wishes to provide statements, they are expected to provide eight copies to be distributed to board members and the superintendent.~~
- ~~5. — The School Board will not respond to or discuss comments, but will consider all public input gathered during the hearings.~~
- ~~6. — Presentations may be permitted with advance notice, but must fit within the speaker's five minutes.~~
- ~~7. — The board chair or designee will terminate the remarks of any individual that does not adhere to the established guidelines.~~

Public Participation Procedure

Legal References: Minn. Stat. § 123A.15 (~~Establishing~~ Education Districts ~~Establishment~~)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123B.51 (School Closings)



Agenda Item XI.C.
Date Prepared: August 8, 2022
ISD 834 Board Meeting

Agenda Item: Market Research Findings
Meeting Date: August 11, 2022
Contact Person: Ms. Carissa Keister, Director of Communications

Background:

Ms. Keister will present the Market Research Project Findings.

Recommendation:

This is a report for information

Stillwater Area Public Schools | Brand Recommendations

5 August 2022

Project Objectives

- Understand the perceptions of Stillwater Area Public Schools held by various members of the community.
- Better understand why those who have left the district, have made the choices they've made.
- Understand how to better tell the unique Stillwater Area Public Schools story to families and the broader community.

The Process





Key Insights

MAIN MESSAGE

VISUAL IDENTITY

KEY MESSAGES



We prepare students for life not just for college or work.



St. Croix Prep. Prep for Life.

Build personal character and leadership through classical tradition.

Bold, rigorous and high performance.



St. Croix Catholic School unites with families to form scholars, disciples, and servant leaders.



A faith-filled, safe and nurturing environment

Similar to Hill-Murray but more family emphasis

Unique curriculum snippets, Home Enrichment section.



Ensure passion for life, play, wonder, creativity.

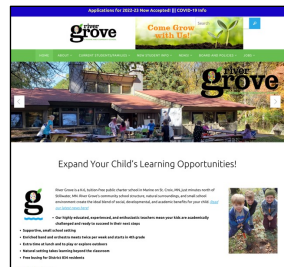


Nurturing creativity, social learning, academics.

We honor the whole child, inspiring curiosity, embracing change, teaching future-ready skills and turning ideas into action.



A place where children thrive



Teacher-powered schools



Igniting a passion for lifelong learning through collaboration, continuous improvement, equity, integrity and relationships.

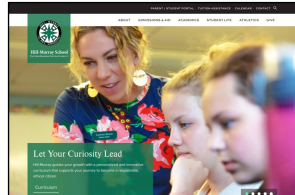


Be Seen.
Be Heard.
Be Bold.

Building our Future



We empower students to embrace their journey by leading with their heads and hearts to make a positive difference in the world.



Fulfill your promise. Serve others. Transform the world.

Go Boldly



...our mission is to develop curious individuals who are active and engaged leaders in an everchanging world...



Portrait of a graduate

A long history of excellence

Creating the worlds best workforce

Market Research Overview*

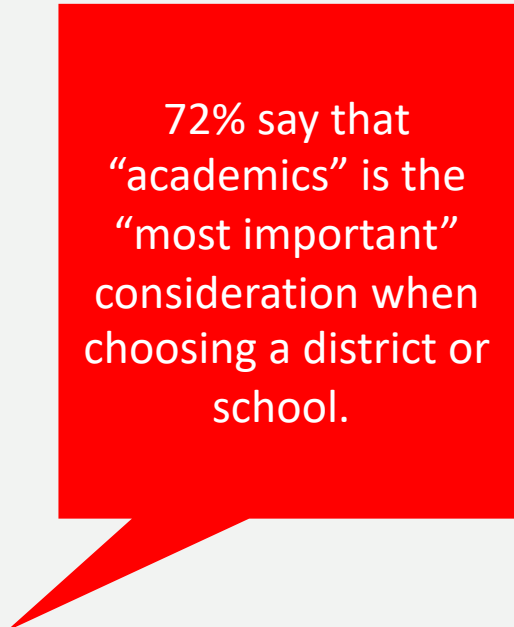
- Mixed-method quantitative and qualitative market research was conducted by Orman Guidance Research in the Spring of 2022.
- Orman Guidance researchers were provided with comprehensive briefings from Franke+Fiorella and Stillwater Area Public Schools District communications team members.
- Audiences: Parents (mix of parents of students preK-12; residents with children in-district; open enrolled, satisfied, dissatisfied, etc.); Students (mix of recent Stillwater High School graduates); District Employees (mix of administrators, teachers and support staff currently employed by SAPS); Community members (e.g., no children and empty nesters).
- Processes: Quantitative – Online Survey N= 500+ participants; Qualitative: Zoom Focus Groups (8 groups); Secondary data review.

*Full market research study is available from District Leadership.

What we've learned from the market research . . .

Perceptions of Stillwater Area Public Schools

- **Most parents have good feelings, overall,** about the sense of community in Stillwater.
- **Overall, teachers and staff at Stillwater Area Public Schools are commended for their care and concern about students,** particularly in grades PreK-4.
- **The wide variety of special ed services and support ranks highly** with the quantitative study indicating that families with special needs comprises 20% or more of the student body.
- **Athletic and music programs help rally the community. There is definitely a sense of "Pony Pride."** While this is indeed strong, many feel that Pony Pride should extend beyond sports to music, performing arts and academics.
- **Academics and Literacy Scores are frequently mentioned as cause for concern.** Additionally, 72% of all parents surveyed indicate that "academics" is the "most important" consideration when choosing a district or school.

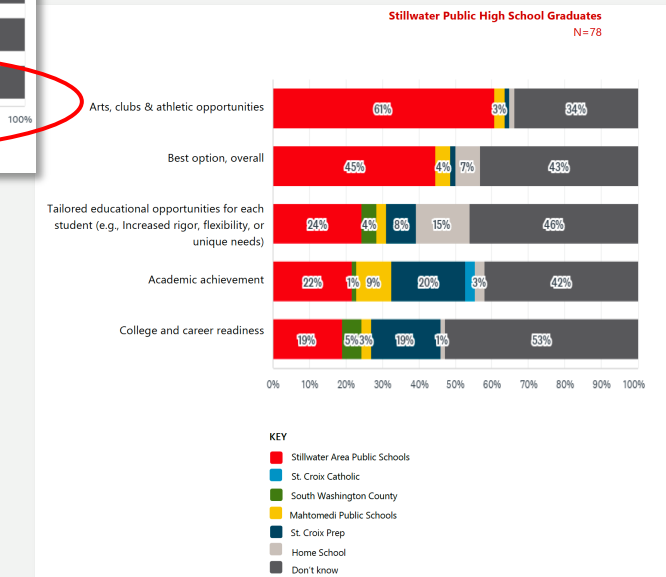
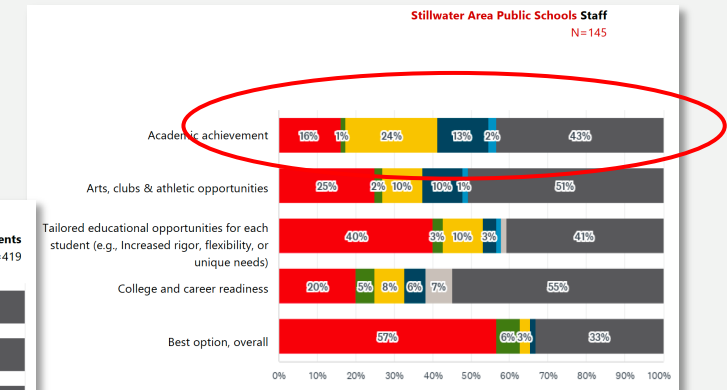
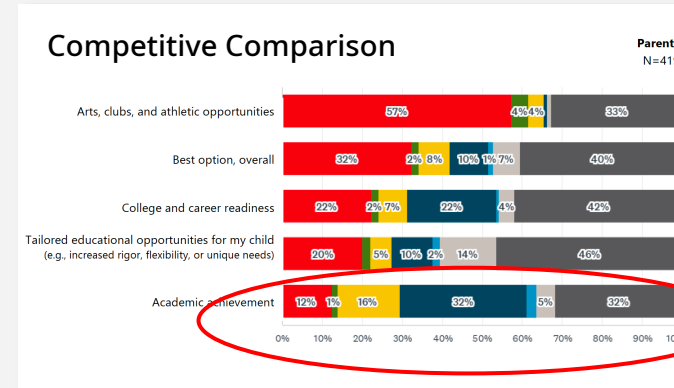


72% say that
"academics" is the
"most important"
consideration when
choosing a district or
school.

What we've learned from the market research . . .

Perceptions of Stillwater Area Public Schools (continued)

- **Comparison of Stillwater Area Public Schools to other choices helps provide insights** into why families may choose options other than SAPS:
 - When it comes to rating which school is the “best option, overall,” 32% of parents say Stillwater compared to 10% that say St. Croix Prep.
 - 32% of parents believe St. Croix Prep performs best in academic achievement compared to just 12% that believe Stillwater Area Public Schools performs best.
 - 32% of parents, and 43% of staff answered “I don’t know”



What we've learned from the market research . . .

Perceptions of Stillwater Area Public Schools (continued)

- The school closures in the northern part of the district and logistical issues with busing have created challenging circumstances for families living in this part of the district.
- **Proximity to Schools:** This is a key factor in why people choose to live where they do.
- **There is concern about the size of the high school today**, and the fact that 56% of Stillwater area parents report having children in the age ranges or PreK-4; and 43% of families report having children in grades 5-8.
- **Among the parents most affected by school closure decisions, some shared that they feel there was an overall lack of transparency** related to things like school board elections, school closures, bonds, funding allocations, facilities studies, etc.
- **Stabilization of District Leadership:** There is a critical need, voiced by many, to stabilize district leadership. Not just at the superintendent and administration level, but at the School Board level, too. Key words and phrases mentioned consistently among students, parents and staff: animosity, struggle, volatility, negativity, divisive, polarizing, political, toxicity, frustration and embarrassing to the district, etc.

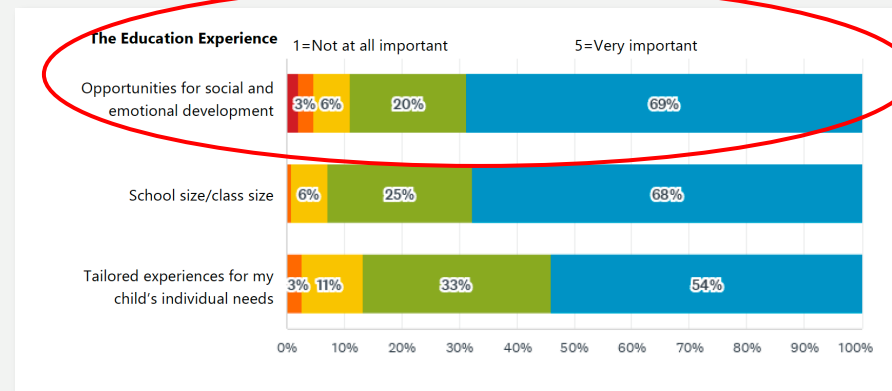
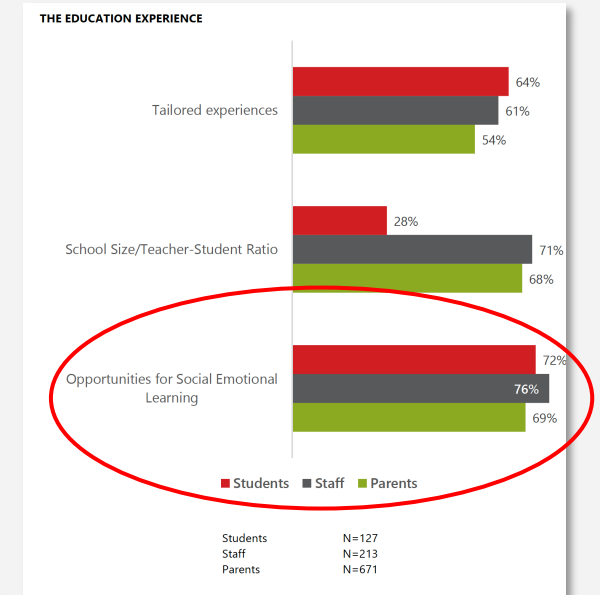
“The opinion and sentiment that ***the School Board and Administration is not optimally functioning is prevalent among all three cohorts:***

- 40% parents
- 38% students
- 44% teachers & staff

“Academics are important. The school district asks for more and more money and the test scores are not improving. 58% literacy is such a low standard, it's laughable.

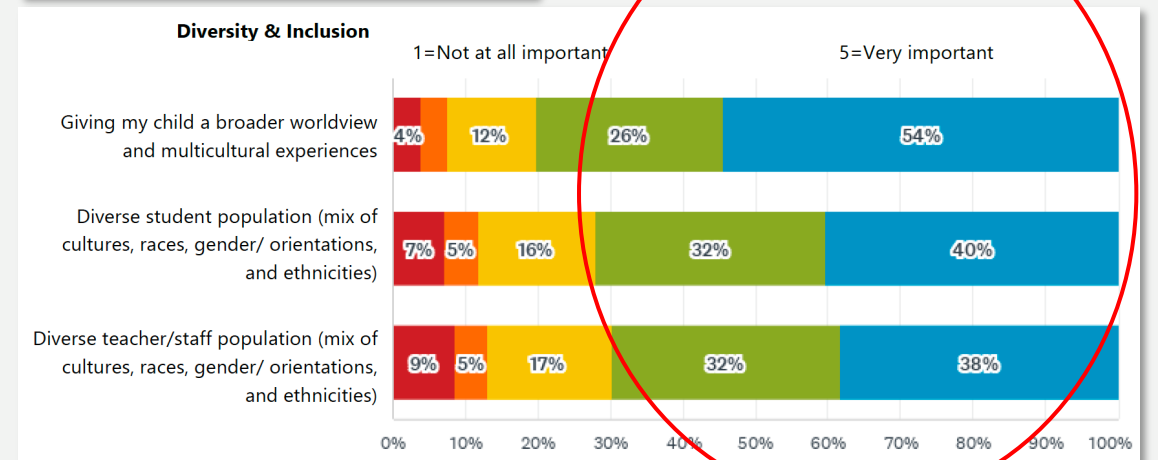
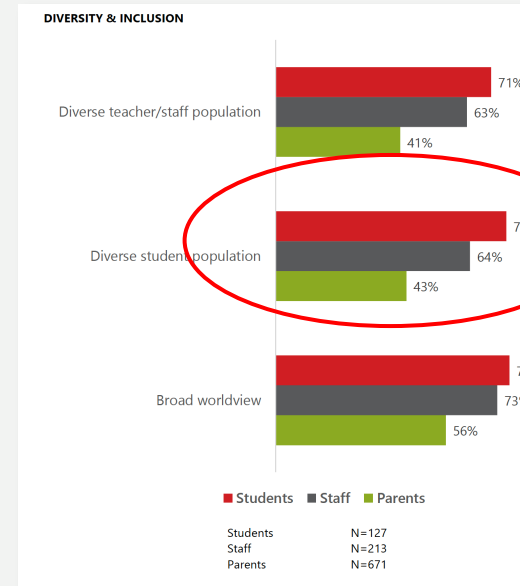
What we've learned from the market research . . .

- **Social Emotional Learning is very important.** The following statistics show the percentages of audience members surveyed who rate “opportunities for social and emotional learning” at a **5 or most important** under education experience:
 - **69% of parents** surveyed
 - **76% of staff** surveyed
 - **72% of students** surveyed
- Further, **89% of parents surveyed rated Opportunities for Social and Emotional Development at a 4 or a 5 (important or most important);** slightly ahead of school size/class size and tailored experiences for my child's individual needs.



What we've learned from the market research . . .

- **Diversity, equity and inclusion are of much greater concern to students and staff than to parents.** The presence of a diverse student population is very important to 76% of students and 64% of staff, compared to 43% of parents.
- We also learned that the **desire to give children a broader world-view** is very important to 56% of parents versus 77% of students and 73% of staff.
- Additionally, having **a diverse mix of cultures reflected in the teacher/staff population** is very important for 41% of parents compared to 71% of students and 63% of staff.



What we've learned from the market research . . .

- When asked about **Successes from the past school year**, the following were the topics mentioned most frequently:

Parents	Staff	Students
In-person	In-person	Teachers
Friendships	Transition from COVID	Graduation
Socialization	Support	Arts
Connections	Teamwork	Honors
Grades/Test scores		Relationships

What we've learned from the market research . . .

- When asked about **Concerns** from the past school year, the following were the topics mentioned most frequently:

Parents	Staff	Students
Busing	Leadership	Diversity
Politics	Burnout	Support
Bullying	Mental health	Administration
Masks	Behavior	Bullying
	Division in community	

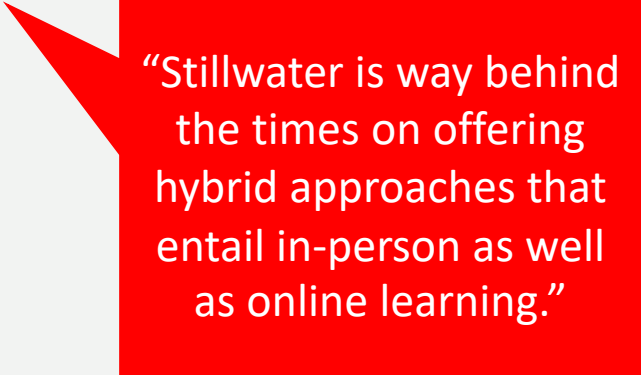
What we've learned from the market research . . .

- When asked about **Hopes** for the 2022-2023 school year, the following were the topics mentioned most frequently:

Parents	Staff	Students
Friendships/Relationships	Leadership	Diversity
Academics	Support	Inclusion
No masks	Mental health	Real world learning
Respect	Unity	Student involvement
	Clear communication	Listen
		Public health

What we've learned from the market research . . .


- **Online/hybrid learning options.** While it was not incorporated as a specific survey item, and only 7% of survey respondents are enrolled in online schools, we heard that some members of the community are interested in having an online or hybrid option available. This would require further inquiry.
- We encourage further review of the research report provided by Orman Guidance as there are many other important findings and **data points gathered in the study that will be helpful to district staff** as they move forward in strategic planning.



“Stillwater is way behind the times on offering hybrid approaches that entail in-person as well as online learning.”

Our Recommendations


Recommendation | No. 1



Engage with and heal the community.
Start by sharing key research findings
with leadership, staff, parents and
community.

Level set with the facts, acknowledge the past and share via in-person/Zoom meetings and community events, social media, email, etc. Align the school board. Consider bringing in a consultant to aid in the alignment effort, if needed.

Recommendation | No. 2



Create a phased key message platform for the district, tailored to each audience.

The goal is to inspire belief, trust and hope about what is to come. Tailor to: staff, parents, students (middle and high school) and community. Phase 1 establishes trust; Phase 2 lays out the path forward; Phase 3 inspires everyone in the community.


Recommendation | No. 3



Hold a series of Town Hall meetings for staff.

Build trust with staff by establishing an open environment rooted in clear communication where all voices are heard and relationships can be built and nurtured.

Recommendation | No. 4



Engage the community to
co-create what's next for
the district.

Invite members of the community (parents, students, teachers, staff) to participate in task forces to help envision what comes next. Use the learnings from this study as foundational elements for strategy sessions.


Recommendation | No. 5



Develop a roadmap for creating the Stillwater Area Public Schools district of the future.

Articulate a clear mission & vision for Stillwater Area Public Schools. Identify and prioritize those areas that are most pressing like literacy, academic achievement, social emotional support, school/class size and diversity & inclusion.


Recommendation | No. 6



Craft a compelling, differentiated story for Stillwater Area Public Schools.

Based on the research and visioning work for the future, Stillwater Area Public Schools will be in a position to tell its rich, authentic story in a way that connects on a deeply emotional level.


Recommendation | No. 7



Create an educational campaign for the community that focuses on what is needed to prepare kids for the future.

Root the campaign in facts, data from the study especially around social emotional learning and diversity/inclusion, to help the broader Stillwater community understand what skills young adults need to succeed in school today, and the workforce of the future.


Recommendation | No. 8



Create targeted campaigns aimed at families approaching key transition points.

Provide all the reasons they should choose Stillwater Area Public Schools over nearby options based on the research findings like breadth of activities, real-world learning opportunities, etc., depending on students' age and grade level.

Recommendation | No. 9



Signal that change is taking place,
by revitalizing the Stillwater Area
Public Schools brand identity.

Once trust is established, a roadmap is clear and the vision is set, we recommend signaling that change to the community through design that expresses the new, improved Stillwater Area Public Schools brand.

Recommendations

1. Engage with and heal the community. Start by sharing key research findings with leadership, staff, parents and community.
2. Create a phased key message platform for the district, tailored to each audience.
3. Hold a series of Town Hall meetings for staff.
4. Engage the community to co-create what's next for the district.
5. Develop a roadmap for creating the Stillwater Area Public Schools district of the future.
6. Craft a compelling, differentiated story for Stillwater Area Public Schools.
7. Create an educational campaign for the community that focuses on what is needed to prepare kids for the future.
8. Create targeted campaigns aimed at families approaching key transition points.
9. Signal that change is taking place, by revitalizing the Stillwater Area Public Schools brand identity.

Thank you!



Agenda Item XII.D.
Date Prepared: August 1, 2022
ISD 834 Board Meeting

Agenda Item: Board Meeting Format
Meeting Date: August 11, 2022
Contact Person: Dr. Mike Funk, Superintendent

Background:

Superintendent Funk will discuss the format and purpose of school board meetings.

Recommendation:

This is a report for information



Board Meeting Schedule Adjustment

Presented to the School Board
August 11, 2022

Issue

- Currently the school board has a format of a Work Session, followed by a Business Meeting, twice a month
- In the past two years, Stillwater has seen significant turn over at the board level
- Board members have dedicated hours of time to meetings in which they are addressing various issues, often late into the night

Proposed Format Change

First meeting of month = Study/Learning/Work Session

- Allow school board to examine issues in-depth, prior to approval at the business meeting at the end of the month
- Include a placeholder for action items if something needs to be approved out of cycle

Second meeting of month = Business Meeting

- Regular business meeting, to include an open forum prior to the meeting

**All meetings will begin
at 6:30 p.m.**

Proposed Agenda: *Work/Learning/Study Session*

The school board shall conduct an orderly school board meeting.

The school board will, at all study sessions, follow an agenda order similar to:

- Call To Order
- Approval of Agenda
- Action Items *(if necessary)*
- Study Session
- Adjournment



Agenda Item: Adjournment
Meeting Date: August 11, 2022
Contact Person: School Board Chair

Agenda Item XII. A.
Date Prepared: July 25, 2022
ISD 834 Board Meeting

The meeting must formally adjourn.



Stillwater School Board
Finance & Operations Meeting Notes
Aug. 2, 2022

Attendees: Mark Drommerhausen, Mike Funk, Paul Lee, Julie Cink, Linda Moncrief, Beverly Petrie, Pete Kelzenberg, Alison Sherman, Joan Hurley

I. Contract to provide physical therapy services

P. Lee presented an annual contract with Allina Clinical Services to provide required physical therapy services to students.

II. Rental agreement to provide space at ECFC for Courage Center to provide services to students.

M. Drommerhausen presented information on a rental agreement with Courage Center's umbrella organization, Allina Health System. The district rents space in the Early Childhood and Family Center to Courage Center to provide clinical and administrative services to students.

III. Materials costs for Bridge Transitions remodeling project in the Oak Park building

M. Drommerhausen presented information about a \$184,021 cost for door hardware and a roof-top unit for the remodeling project happening this summer and fall in the Oak Park building. Long lead times for ordering materials made the purchase necessary earlier than originally anticipated.

Respectfully submitted by Beverly Petrie



Stillwater School Board
Policy Meeting Notes
August 5, 2022

Present: Katie Hockert, Bev Petrie, Annie Porbeni, Jennifer Cherry, Mike Funk, Joan Hurley

Agenda

- Review Board feedback on Community Engagement Package (206, 207, 201.3)
- Review Advertising Policy 905
- Review policy 904: Distribution of Materials on SD Property by Non-School Persons

Highlights of Discussion

- Reviewed first reading comments on Policy 206: Public Participation in School Board Meetings from 7/21/22 board meeting
 - Made wording consistent per request at the board table.
 - Added a hyperlink to procedural document
 - Moving forward for a second reading at 8/11/22 board meeting
- Reviewed first reading comments on Policy 207: Public Hearings
 - Discussed concerns regarding wording and made edits
 - Added a hyperlink to procedural document
 - Moving forward for a second reading at 8/11/22 board meeting
- Discussed first reading to revoke Policy 201.3: Operating Norms
 - Clear consensus to revoke from the board and no additional feedback received from the public or board members
 - Moving forward to revoke on consent at 8/11/22 board meeting
- Policy 905: Advertising & 904: Distrib of Materials will be discussed at a future meeting.

What's next

- Review feedback on Community Engagement Package (206, 207) after second reading
- Resume discussion of policy 905 & begin 904
- Review Technology related policies for students and staff
- Curriculum Policy Learning/Work Session postponed until August
 - Postpone committee work on 600 series until after the work session

Respectfully submitted by: Katie Hockert

Submission date: 8/5/22

Next Meeting of Policy Committee: Aug 17, 2022