School Board Business Meeting Agenda – April 25, 2019 at 6:00 p.m.

I. Call to Order
II. Roll Call
III. Pledge of Allegiance
IV. District Mission Statement and School Board Goals
V. Approval of the Agenda
VI. Superintendent Report
VII. Introductory Items
   A. Student Report
   B. District Recognition
      1. Emma Mahon, Minnesota Clean Water Poster Contest Winner
      2. Girls Basketball Team
VIII. Open Forum
IX. Consent Agenda
   A. Minutes of April 11, 2019, 2019 School Board Meeting
   B. Disbursement Register April 13-26, 2019
   C. Accept Gifts and Donations March 2019
   D. Human Resources Personnel Report
   E. Joint Powers Agreement for Food Services between Independent School District No. 834 - Stillwater and Independent School District No. 832 – Mahtomedi
   F. School Nutrition Program Joint Agreement with St. Croix Catholic School
   G. School Nutrition Program Joint Agreement with NE Metro 916 Program at ECFC
   H. School Nutrition Program Joint Agreement with Pankalo 916 Program
   I. 2019-2020 YSB Contracts (Crisis Intervention, Chemical Health and Mental Health for ALC)
   J. 2019-2020 Northeast Metro 916 Service Agreement
   K. 2019-2020 Skyward Annual License Fee
   L. Resignation Agreement with SCEA Employee
X. Reports
   A. OPEB / QComp Levies – Ms. Hoheisel
   B. Attendance Area Assignment-- Ms. Hoheisel
   C. 2019 District Renovations – Carpeting, Casework and Wall Replacement – Ms. Hoheisel
   D. Technology Replacement Costs – Mr. Perry
XI. Action Items
   A. Discipline Policy – Policy Working Group
   B. Attendance Policy – Policy Working Group
   C. Technology Use Policy – Policy Working Group
   D. Select Long-Range Facility Plan Facilitator – Board Chair Ptacek
XII. Board Member Reports
   A. Board Chair Report
   B. Working Group Reports
      1. Community Engagement
      2. Finance and Operations
      3. Legislative
      4. Personnel
      5. Policy
   C. Board Member Reports
XIII. Adjournment
Agenda Item: Call to Order  
Meeting Date: April 25, 2019

**Background:**

The School Board Chair will call the meeting to order.

**Recommendation:**

Board action is not required.
Agenda Item: Roll Call
Meeting Date: April 25, 2019

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

Board Members

Mike Ptacek, Board Chair
Shelley Pearson, Vice Chair
Liz Weisberg, Treasurer
Sarah Stivland, Clerk
Mark Burns, Director
Jennifer Pelletier, Director
Tina Riehle, Director

Denise Pontrelli, Superintendent of Schools (ex-officio)

Abdulaziz Mohamed, Student Representative for 2018-2019
Nikhil Kumaran, Student Representative for 2018-2019

Recommendation:
Board action is not required.
Agenda Item: Pledge of Allegiance  
Meeting Date: April 25, 2019

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

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

---

**Recommendation:**
Board action is not required.
Agenda Item: District Mission and School Board Goals
Meeting Date: April 25, 2019

**Agenda Item IV.**

Date Prepared: April 18, 2019

ISD 834 Board Meeting

---

A School Board member will read the District Mission statement.

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

**A School Board member will read the School Board Goals (adopted June 2018)**

The Stillwater Area Public Schools’ Board of Education ensures outstanding learning opportunities for the social, emotional and academic growth of every student in our school district through authentic partnerships and meaningful communication with our community, parents and students. Every decision is made with a commitment to equity for all students and for future generations impacted by our actions.

We provide our stakeholders with regular updates on student achievement along with continual plans to enhance student learning in our district.

We ensure that our systems of management and oversight are clearly defined.

We invite ongoing dialogue and partnership with our community to learn from their knowledge and to enhance learning for our students.

---

**Recommendation:**

Board action is not required.
Agenda Item: Approval of the Agenda
Meeting Date: April 25, 2019

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

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

Motion by: ____________________ Seconded by: ____________________ Vote: ____________________
Agenda Item: Superintendent Report
Meeting Date: April 25, 2019

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

Recommendation:
Board action is not required.
Agenda Item: Introductory Items  
Meeting Date: April 25, 2019  
Student Report and District Recognition

Background:
A. Each meeting the Student Board Members will provide updates on items of interest in the announcement category. Many times these topics develop between the time the agenda is prepared and distributed and the meeting date. Topics generally include announcement of academics, activities, arts and athletics. What is included in this item will vary each meeting depending on the nature of the topics, the school year schedule and time of activities.

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

Recommendation:
Board action is not required.
Agenda Item:  Open Forum  
Meeting Date:  April 25, 2019

**Background:**

If you wish to speak to the School Board, you will be able to do so at the start of the school board meeting during Open Forum. You may sign in only for yourself, not other individuals or groups, and only in person. The sign in sheet is made available 30 minutes prior and up to the start of the meeting. Due to time limitations, we will limit the number of speakers to 12. If you spoke at the last meeting, please consider allowing others to sign in before you. After you address the Board, please leave the podium.

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

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

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

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

---

**Recommendation:**

This is for informational purposes only.
Agenda Item: Consent Agenda  
Meeting Date: April 25, 2019  
Contact Person: Varies by item

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

A. School Board Meeting Minutes March 11, 2019  
Contact Person: Sarah Stivland, Clerk or Barbara Proulx, Secretary  
A copy of the Minutes is included for your review.

B. C. Disbursement Register April 13-26, 2019 and Gifts and Donations for March 2019  
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations  
A copy of the register has been distributed to board members.

D. Human Resources Personnel Report  
Contact Person: Cathy Moen, Executive Director of Administrative Services  
A summary of personnel transactions for the month is included for your review.

E. F. G. H. Food Service Agreements for 2019-2020 School Year  
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations  
A copy of the agreements are included for your review.

I. 2019-2020 Youth Service Bureau Agreements  
Contact Person: Bob McDowell, Assistant Superintendent  
A copy of the agreements are included for your review.

J. 2019-2020 Northeast Metro 916 Service Agreement  
Contact Person: Paul Lee, Director of Student Support Services  
A copy of the agreement is included for your review.

K. 2019-2020 Skyward Annual License Fee  
Contact Person: Mr. John Perry, Director of Learning Technology  
A copy of the fee statement is included for your review.

L. Resignation Agreement with SCEA Employee  
Contact Person: Cathy Moen, Executive Director of Administrative Services

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

Motion by: ____________________  Seconed by: ____________________  Vote: ____________________
I. Call to Order: The meeting was called to order at 6:00 p.m.

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

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

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

V. Approval of the Agenda
The agenda for the meeting was approved.

Motion by: Member Pearson to move action item D 2019 Bus Facility Improvements to report item G; Second by: Member Stivland Vote: 6 ayes, 1 (Pelletier) nays, Motion Carried.

VI. Superintendent’s Report
Superintendent Pontrelli reported on:
- Governor Walz, Lt. Governor Flanagan and Commissioner Ricker visited Stillwater Area High to see and learn about the social, emotional learning programs we have in place
- We had a snow day today
- Thanked the City of Stillwater for allowing us to use their council chambers for our meetings

VII. Introductory Items
A. Student Report
The student representatives reported on a variety of events taking place at Stillwater High School in the areas of academic, arts and athletics
- Sports Update
- Prom is schedule for May 4
- 9-10 dance is scheduled for April 26
- Student Council presidents will be announced tomorrow
- April 18 is a forum on the bathroom issue at the high school

B. District Recognition
1. Superintendent Pontrelli recognized coaches and members of the wrestling and gymnastics teams.

VIII. Open Forum
1. Eric Anderson, Oak Park Height spoke of board directors membership in a closed FaceBook group and bullying.
IX. Consent Agenda
A. Minutes of March 21, 2019 School Board Meeting
B. Minutes of April 1, 2019 School Board Meeting
C. Disbursement Register March 23-April 12, 2019
D. Human Resources Personnel Report
E. Field trip for 2 directors, 4 chaperones and 72 wind symphony and ensemble students to travel to Nashville, TN for the Spring Performance Tour March 27 – 31, 2019

Member Weisberg to act on item C Disbursements separately
Member Ptacek requested to act on item B Human Resources Personnel Report separately
Motion by:  Member Burns; Second by: Pelletier; to approve items A, B, E, Vote: 7 ayes, 0 nays, Motion Carried.
Motion by:  Member Pearson; Second by: Weisberg; to approve item C; Vote: 7 ayes, 0 nays, Motion Carried.
Motion by:  Member Ptacek; Second by: Burns; to approve item D; Vote: 7 ayes, 0 nays, Motion Carried.

X. Reports
A. 2019-2020 Preliminary Budget
Ms. Hoheisel presented a balanced preliminary budget for the 2019-2020 school year. The School Board is required by law to adopt a preliminary budget by June 30, 2019.

B. Radon Results Spring 2019
Ms. Hoheisel presented the 2019 spring radon test results. Radon testing was conducted this winter in all of our schools and buildings. Two canisters initially showed concentration levels that were above the action level. Follow-up testing showed the concentration levels where action was not required. No further testing/mitigation is necessary.

C. D. E. F. Second Reading: Discipline Policy, Bullying Prohibition Policy, Attendance Policy, Technology Use Policy
Member Stivland, Chair of the policy working group presented four policies for their second reading.

G. 2019 Bus Facility Improvements
Ms. Hoheisel presented information for improvements that will provide bus parking, site lighting, fire protection and public utilities at the facility.

XI. Action Items
A. Health Insurance Renewals
District administration has secured/established renewal information and rates for all insurance plans, benefits administration services, as well as the employee assistance plan.

The following is summary information related to plan renewals/changes:

- **Medical Insurance**: Blue Cross and Blue Shield will continue to be the carrier and plan administrator for medical insurance. There are no recommended changes in plan design, however, due to elimination of the fitness club reimbursement by BCBS, this will no longer be a part of the District’s plan. The recommended rate increase is 4%.

- **Vision Insurance**: Vision Service Plan (VSP) will continue to be the carrier for vision. This plan is offered in conjunction with the Gold Plan. The monthly rate will increase by 5.21% and a rate guarantee has been obtained through June 30, 2023.

- **Dental**: Delta Dental will continue to be the carrier and plan administrator. No changes in rate are recommended. A rate guarantee has been obtained through June 30, 2024.

- **Group Life**: Recommended change in carrier to Standard, with no change in premium. Rate guarantee obtained through June 30, 2022.

- **Supplemental Life Insurance (employee paid)**: Recommended change in carrier to Standard. The supplemental life plan will move to an age rated plan. The secondary dependent only supplemental life plan will be eliminated as this coverage is available as part of the primary supplemental plan.
• **Long Term Disability (LTD):** Recommended change in carrier to Standard. Recommended rate reduction of $.275 per $100 in monthly payroll (previously $.54 per $100), with no change in plan design. This change in rate will result in an estimated reduction in annual premiums of $145,776. A rate guarantee has been obtained through June 30, 2022.

• **Legal (employee paid):** ARAG will continue to be the carrier with a monthly increase in rates from $18.50 to $22.00 per month. Benefits for this plan have been enhanced.

• **Employee Assistance Plan (EAP):** Recommended change in provider to Standard. This benefit will be provided at no cost to the District as a supplemental benefit of our Long Term Disability and Group Life plans. This change will result in an annual reduction in cost to the District of $17,583.

• **Benefit Administration:** PlanSource will continue to be the service provider with no changes in rates.

• **COBRA/Retiree Insurance Administration:** Recommended change in service provider to HR Simplified. The yearly cost will increase by $8,250 and a rate guarantee has been obtained through June 30, 2022.

• **Flex/VEBA/HSA Administration:** Recommended change in service provider to Further. No change in rates or plan design. Rate guarantee obtained through June 30, 2021.

*Motion by: Member Pelletier; Second by: Pearson; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.*

**B. Adopt Long-Range Facility Plan Task Force Roster**

The community engagement working group met four times to review 96 applications. Applications were evaluated on a variety of factors, including geographic location and areas of expertise, to ensure a variety of perspectives are considered.

*Motion by: Member Stivland; Second by: Weisberg; Vote: 7 ayes, 0 nays, Motion Carried.*

**C. Stillwater Area High School Main Forum Room Seating**

The seats and tables in the Main Forum Room at the Stillwater Area High School are scheduled to be replaced and are part of the FY 2020 Long-Term Facilities Maintenance plan. They are being purchased off of the National Cooperative Purchasing Alliance (NCPA) Contract #07-41 thru Innovative Office Solutions, LLC. The cost to replace the seats and tables is $125,568.96.

*Motion by: Member Stivland; Second by: Pearson; Vote: 7 ayes, 0 nays, Motion Carried.*

**XII. Board Member Reports**

**A. Board Chair Report**

1. Interviews for possible facilitators of the long-range plan will be held on April 22 at 4 p.m. at Oak Park; A public hearing on fees is scheduled for 5:30 p.m. on April 25 at City Hall

**B. Working Group Reports**

1. Community Engagement - is working on scheduling interviews for the LRFP Facilitators and awaiting the results of the Thoughtexchange Survey

2. Finance and Operations met and reviewed the 2019-20 Preliminary Budget

3. Legislative – Governor Walz and Commissioner Ricker visited our high school.

4. Personnel met and continues to develop the superintendent evaluation tool as well as the board self-evaluation tool.

5. Policy is meeting Monday at 8 a.m.

**Board Member Reports**

1. Ms. Pelletier reported on the orchestra field trip, a MDE workshop and responded to a social media post.

2. Ms. Riehle attended a referendum workshop.

3. Ms. Weisberg reported on the Partnership Party and announced the awards dinner is Monday evening.

4. Ms. Pearson reported on the band field trip, the CEAC meeting and thanked the generous community for their partnerships.

5. Ms. Stivland reported on the 916 meeting.

6. Mr. Burns attended the play at the high school and the Partnership Party

7. **Page 13**
XIII. Adjournment
The meeting adjourned at 8:30 p.m.
Respectfully submitted, Sarah Stivland, school board clerk.
<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
<th>ASSIGNMENT</th>
<th>GROUP</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bednar, Brent</td>
<td>Resignation</td>
<td>Custodian LVL VI, 8.0 hrs/ day</td>
<td>Custodial</td>
<td>April 8, 2019</td>
</tr>
<tr>
<td>Cloud, Siobhan</td>
<td>Resignation</td>
<td>Cafeteria, 5.75 hrs/day</td>
<td>Cafeteria</td>
<td>April 26, 2019</td>
</tr>
<tr>
<td>Gavic, Kelsey</td>
<td>Resignation</td>
<td>Pre-School Teacher, 7.0 hrs /day</td>
<td>SCEA</td>
<td>May 23, 2019</td>
</tr>
<tr>
<td>Green, Mary</td>
<td>Position Elimination Due to Budget Reductions</td>
<td>Due Process Secretary, 7.5 hrs / day</td>
<td>Tech</td>
<td>June 3, 2019</td>
</tr>
<tr>
<td>Kvalheim, Jenna</td>
<td>Position Elimination Due to Budget Reductions</td>
<td>Coordinator - Behavior Supports</td>
<td>OSS</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>Nelson, Sara</td>
<td>Resignation</td>
<td>Cafeteria Manager, 7.5 hrs/day</td>
<td>Cafeteria</td>
<td>May 31, 2019</td>
</tr>
<tr>
<td>Nolan, George</td>
<td>Position Elimination Due to Budget Reductions</td>
<td>Director of Personalized Learning</td>
<td>Directors</td>
<td>June 30, 2019</td>
</tr>
<tr>
<td>Prom, Amber</td>
<td>Resignation</td>
<td>1.0 FTE Special Education Teacher</td>
<td>SCEA</td>
<td>June 3, 2019</td>
</tr>
<tr>
<td>Vrambout, Michelle</td>
<td>Resignation</td>
<td>Paraprofessional, 7.0 hrs/day</td>
<td>SCFA</td>
<td>April 12, 2019</td>
</tr>
<tr>
<td>Wales, Lynn</td>
<td>Position Elimination Due to Budget Reductions</td>
<td>Due Process Secretary, 7.5 hrs / day</td>
<td>Tech</td>
<td>June 3, 2019</td>
</tr>
<tr>
<td>Williams, Ashley</td>
<td>Resignation</td>
<td>Cafeteria, 4.0 hrs/day</td>
<td>Cafeteria</td>
<td>June 3, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>ASSIGNMENT</th>
<th>SALARY PLACEMENT/ HOURLY RATE</th>
<th>REASON</th>
<th>GROUP</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ebben, Angela</td>
<td>1.0 FTE Immersion Teacher Lake Elmo Elementary</td>
<td>$58,034</td>
<td>2019-2020</td>
<td>SCEA</td>
<td>August 13, 2019</td>
</tr>
<tr>
<td>Eder, Janet</td>
<td>Cafeteria, 4.0 hrs/day</td>
<td>$12.53 / hour</td>
<td>Replacement</td>
<td>Cafeteria</td>
<td>April 15, 2019</td>
</tr>
<tr>
<td>Jelberg, Kris</td>
<td>Cafeteria, 3.0 hrs/day</td>
<td>$12.53 / hour</td>
<td>Replacement</td>
<td>Cafeteria</td>
<td>April 22, 2019</td>
</tr>
<tr>
<td>Mansur, Kali</td>
<td>Community Education Casual</td>
<td>$15.00 / hour</td>
<td>Casual</td>
<td>Casual</td>
<td>May 1, 2019</td>
</tr>
<tr>
<td>Neal, Kim</td>
<td>Paraprofessional, 6.1 hrs/day</td>
<td>$15.61 / hour</td>
<td>Replacement</td>
<td>SCFA</td>
<td>April 16, 2019 - May 31, 2019</td>
</tr>
<tr>
<td>Wright, Adele</td>
<td>Community Education Casual</td>
<td>$12.00 / hour</td>
<td>Casual</td>
<td>Casual</td>
<td>May 1, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
<th>ASSIGNMENT</th>
<th>GROUP</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bauer, Megan</td>
<td>Approve</td>
<td>1.0 FTE Elementary Education Teacher District Wide</td>
<td>SCEA</td>
<td>August 20, 2019 - June 2, 2020 (Revised dates)</td>
</tr>
<tr>
<td>Irvin, Alan</td>
<td>Approve</td>
<td>Paraprofessional, 6.9 hrs/day Lake Elmo Elementary</td>
<td>SCFA</td>
<td>March 29, 2019 - May 31, 2019</td>
</tr>
<tr>
<td>Vogel, Debra</td>
<td>Approve</td>
<td>Cafeteria, 5.5 hrs/day</td>
<td>Cafeteria</td>
<td>April 15, 2019 - May 31, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>FROM</th>
<th>TO</th>
<th>REASON</th>
<th>GROUP</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hansen, Debra</td>
<td>Building Secr. - Elem., 180 days, 6.0 hrs / day Rutherford Elementary</td>
<td>Building Secr. - Elem., 178 days, 6.0 hrs / day Rutherford Elementary</td>
<td>Budget Reductions</td>
<td>Tech Support</td>
<td>May 31, 2019</td>
</tr>
<tr>
<td>Hickey, Breda</td>
<td>Due Process Secr., 192 days, 7.0 hrs /day Azion-Lakeland, Andersen &amp; Brookview Elem.</td>
<td>Due Process Secr., 192 days, 7.5 hrs /day Lake Elmo Elementary</td>
<td>Budget Reductions</td>
<td>Tech Support</td>
<td>June 3, 2019</td>
</tr>
<tr>
<td>Hurley, Joan</td>
<td>Sccr. - Elem. Principal, 220 days, 8.0 hrs / day Stonebridge Elementary</td>
<td>Sccr. - Elem. Principal, 219 days, 8.0 hrs / day Stonebridge Elementary</td>
<td>Budget Reductions</td>
<td>Tech Support</td>
<td>June 26, 2019</td>
</tr>
<tr>
<td>Laming, Christine</td>
<td>Building Secr. - Elem., 180 days, 6.0 hrs / day Andersen Elementary</td>
<td>Building Secr. - Elem., 178 days, 6.0 hrs / day Andersen Elementary</td>
<td>Budget Reductions</td>
<td>Tech Support</td>
<td>May 31, 2019</td>
</tr>
<tr>
<td>Leo, Monica</td>
<td>Building Secr. - Elem., 180 days, 6.0 hrs / day Andersen Elementary</td>
<td>Building Secr. - Elem., 180 days &amp; Due Process Secr 2-33 hrs/day-192 days Andersen Elementary</td>
<td>Budget Reductions</td>
<td>Tech Support</td>
<td>May 31, 2019</td>
</tr>
<tr>
<td>Lund, Kathy</td>
<td>Building Secr. - Elem., 180 days, 6.0 hrs / day Andersen Elementary</td>
<td>Building Secr. - Elem., 178 days, 6.0 hrs / day Andersen Elementary</td>
<td>Budget Reductions</td>
<td>Tech Support</td>
<td>May 31, 2019</td>
</tr>
<tr>
<td>Nielsen, Amy</td>
<td>Clerk - Activities Office, 215 days, 4.0 hrs / day Stillwater Area High School</td>
<td>Clerk - Activities Office, 215 days, 3.0 hrs / day Stillwater Area High School</td>
<td>Budget Reductions</td>
<td>Tech Support</td>
<td>June 28, 2019</td>
</tr>
<tr>
<td>Place, Rhonda</td>
<td>Building Secr. - Elem., 180 days, 6.0 hrs / day Lake Elmo Elementary</td>
<td>Building Secr. - Elem., 178 days, 6.0 hrs / day Lake Elmo Elementary</td>
<td>Budget Reductions</td>
<td>Tech Support</td>
<td>May 31, 2019</td>
</tr>
<tr>
<td>Putnam, Audrey</td>
<td>Seccr. - Elem. Principal, 220 days, 8.0 hrs / day</td>
<td>Seccr. - Elem. Principal, 219 days, 8.0 hrs / day</td>
<td>Budget Reductions</td>
<td>Tech Support</td>
<td>June 26, 2019</td>
</tr>
<tr>
<td>NAME</td>
<td>Position</td>
<td>Reason</td>
<td>Group</td>
<td>EFFECTIVE DATE</td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>---------------------------------</td>
<td>----------</td>
<td>--------</td>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td>Bruzek, Katie</td>
<td>Community Education Casual PAC</td>
<td>Casual</td>
<td>Casual</td>
<td>April 22, 2019</td>
<td></td>
</tr>
</tbody>
</table>
Meeting Date: April 25, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

Report Purpose:
The purpose of this report is to recommend a Joint Powers Agreement for Food Services between Independent School District No. 834 - Stillwater and Independent School District No. 832 – Mahtomedi.

Summary:
The Joint Powers Agreement for Food Services between Independent School District No. 834 – Stillwater and Independent School District No. 832 – Mahtomedi. This Joint Powers Agreement shall be effective from July 1, 2019 through June 30, 2020, with the option to renew the agreement for two successive one-year terms.

The Stillwater Area Public Schools Food Service Department has been providing these services through a Joint Powers Agreement since September 2004. Kelley Linquist, Food Service Supervisor of Nutrition Services, would continue to run the food services program for both districts under the terms of the agreement proposed. The Mahtomedi District pays a fee that reflects the costs to Stillwater in operating and managing the program. In addition, Stillwater will invoice Mahtomedi for the actual costs in salaries and benefits for employees assigned to the Mahtomedi school sites.

Administration recommends that the Board of Education approve the proposed renewal of the Joint Powers Agreement to provide Food Services for ISD No. 832 - Mahtomedi for the 2019-2020 school year.

Attachment: Joint Powers Agreement

Recommendation:
Approval of the Consent Agenda will be requested.
Joint Powers Agreement for Food Services
Between Independent School District No. 834 - Stillwater
and Independent School District No. 832 - Mahtomedi

THIS AGREEMENT, is made and entered into by and between
Independent School District No. 832, Mahtomedi Public Schools, “Contractor”
and Independent School District No. 834, Stillwater Area Public Schools,
“Provider.”

WHEREAS, the parties to this Agreement desire to make available to
each party the administrative and financial benefits of cooperative purchasing
and selling with respect to common items or services used by the parties; and

WHEREAS, the parties to this Agreement wish to combine their
purchasing powers in order to secure the most favorable terms and conditions on
the purchase of equipment, materials, services and supplies;

WHEREAS, the parties to this Agreement desire to enter into a Joint
Powers Agreement to facilitate the purchase of goods and services as described
below, pursuant to Minn. Stat. § 471.59, as amended, which authorizes political
subdivisions to enter into an agreement to exercise jointly the governmental
powers and functions each has individually

THEREFORE, in consideration of the mutual promises and covenants
contained herein, and intending to be mutually bound hereby, it is hereby agreed,
by and between the parties hereto as follows:
1. **Scope of Contract**

Provider shall perform consulting, management and food services operations for the Contractor. Provider shall comply with the applicable provisions of the National School Lunch Act, and United States Department of Agriculture (“USDA”) regulations set forth in 7 C.F.R. § 210, and all other applicable laws, rules and regulations of federal, state and local authorities.

2. **Food Service**

   A. Provider shall serve, on such days and at such times as requested by the District:

   a) Lunches which meet the requirements prescribed by the USDA and which provide the daily nutritional and calorie needs of children from elementary to high school age;
   
   b) Milk; and
   
   c) Such other food as may be agreed upon by the parties.

   B. Provider shall cooperate with Contractor in promoting nutrition education aspects of the food service operation, in the Contractor’s efforts to coordinate those aspects with classroom instruction at all student levels, and in providing nutrition education materials to classes as requested by Contractor.

   C. The food service facilities shall be available at all hours for social or school events as required by Contractor; provided, however, that Contractor shall not use or allow the food service facilities to be used in such a manner or at such hours so as to impede or interfere with Provider’s ability to perform its obligations hereunder.

   D. Contractor shall prepare any notice to parents or guardians containing the eligibility guidelines for federal free and reduced priced meal programs, as well as a description of how the anonymity of the students receiving meals under the programs shall be protected. Contractor shall retain signature authority on the State Agency School Authority application agreement(s), free and reduced price policy statement and the claims for reimbursement.

3. **Facilities and Equipment**

   A. Contractor shall make available to Provider all facilities required for operation of the food service, completely equipped and ready to operate. Contractor retains ownership of all such facilities, including any kitchen equipment and small wares.
B. Contractor shall make all equipment repairs and replacements and shall furnish equipment maintenance service for the premises utilized under this Agreement.

C. Provider shall be responsible for the care and cleaning of all equipment and the food preparation, storage and service counter areas to the satisfaction of the Contractor. Following meal service, the cleaning of the dining area, tables and chairs, and cleaning walls, floors, windows, and lights fixtures, shall be the responsibility of the Contractor.

D. Provider shall be responsible for the sanitary handling of garbage and trash as necessary for the food service operations and placement of trash in the building to a location designated by Contractor. Contractor shall be responsible for the removal of trash and garbage from the school building sites.

4. Health Certification

Provider shall comply with all federal, state and local laws and regulations governing the preparation, handling and serving of food, and shall procure on behalf of Contractor and keep in effect all licenses, permits and food handlers’ cards as are required by law and shall comply with any posting requirements. Provider shall pay for all such required licenses, permits, food handlers’ cards and health certifications.

5. Personnel

A. Provider shall employ all necessary employees to properly staff the food service operations at Contractor’s school sites. It is understood and agreed that all staff assigned by Provider to Contractor’s school sites are Provider’s employees and shall not, for any purposes, be considered employees of Contractor. Provider shall be responsible for hiring, firing, supervision and discipline of its employees who are assigned to the Contractor’s school sites. Provider shall ensure that it meets all of its obligations to provide insurance for its employees, including but not limited to workers compensation insurance, and that any claims made by Provider’s employees assigned to Contractor’s school sites shall be made to Provider’s insurance carriers under Provider’s insurance policies.

B. Provider shall maintain an adequate supervisory staff of its employees at Contractor’s school sites to assist and supervise its employees in the provision of food service under this Agreement. Provider shall provide administrative, dietetic, purchasing, and personnel advice and supervision, including an on-site manager at each school.
6. Purchasing

Provider is empowered under this Agreement to make purchases through the competitive bidding process, where the award is made to the lowest responsible bidder. When making a joint purchase, Contractor and Provider shall consult to ensure that requirements of both affected districts are included, and the specifications for the equipment, materials, services and supplies that meet the needs of both districts are included. After bids or other solicitations for joint purchases have been received by Provider, Contractor shall execute its own purchasing document with the vendor. Contractor shall make payment directly to the contract vendor according to the established procedures of Contractor. Each district shall be separately accountable for its own expenditures of public funds made hereunder. No district shall assume responsibility for the accountability of funds expended by the other district.

For the 2019-20 school year, Contractor shall purchase the food and supplies necessary for its food service operation based upon the competitive bid already accepted by Provider. Provider shall enter into an agreement with the contract vendor chosen for the 2019-20 school year to permit Contractor to purchase based upon this accepted bid from the contract vendor.

7. Term of Agreement and Disposition of Property upon Expiration of the Joint Powers Agreement

This Joint Powers Agreement shall be effective from July 1, 2019 through June 30, 2020, with the option to renew the Agreement for two successive one-year terms. Each option to renew may be exercised by written notice to Provider by May 1 of the initial contract term or the renewal term. The parties agree that they shall work cooperatively and jointly to resolve any issues which arise during the performance of this Agreement. The parties further agree that any changes made to the Agreement shall be documented in writing. Upon expiration of the Agreement, any supplies or property acquired by Contractor as a result of the Joint Powers Agreement shall remain the property of Contractor.

8. Contractor shall pay Provider an annual administrative fee of One Hundred Five Thousand Dollars ($105,000.00) distributed equally in ten (10) installments (September through June), within ten (10) days after receipt of an invoice from Provider. This fee reflects the costs to Provider in operating and managing the program. In addition, Provider shall invoice Contractor for the actual costs in salaries and benefits for Provider’s employees assigned to Contractor’s school sites. No other costs associated with this Agreement shall be passed along to Contractor unless specifically agreed upon in writing by the parties.
9. Notices

Any notices to or communication with ISD No. 832 for purposes of this Agreement shall be sent to:

Bill Menozzi  
Director of Business Services  
Mahtomedi Public Schools  
1520 Mahtomedi Avenue  
Mahtomedi, Minnesota  
55115

Any notices to or communication with ISD No. 834 for purposes of this Agreement shall be sent to:

Kristen Hoheisel  
Executive Director of Finance and Operations  
Stillwater Area Public Schools  
1875 South Greeley Street  
Stillwater, Minnesota  
55082

IN WITNESS WHEREOF, ISD No. 832 and ISD No. 834 have executed this Agreement by the signatures below and have approved this Agreement by their respective school boards, on the dates written below.

_____________________________________ Date:__________________  
Independent School District No. 832

_____________________________________ Date:__________________  
Independent School District No. 834
Report for Information: School Nutrition Program Joint Agreement with St. Croix Catholic School  
Meeting Date: April 25, 2019  
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

Report Purpose:  
The purpose of this report is to recommend a School Nutrition Program Joint Agreement with Stillwater Area Public Schools and St. Croix Catholic School.

Summary:  
Stillwater Area Public Schools Food Service will perform food service coordination on behalf of St. Croix Catholic School. Stillwater has been providing this service the past several years. The term of this agreement is for the 2019-20 school year.

Kelley Linquist, Stillwater Area Public Schools Food Service Supervisor of Nutrition Services, and staff will provide consulting services throughout the school year. This agreement does not include any responsibility for the day to day operation of the St. Croix Catholic School Food Service Program. St. Croix Catholic may participate in the district food procurement process; and when possible, all deliveries shall be made directly to St. Croix Catholic School. This shall include food, kitchen supplies and materials. St Croix Catholic School will pay the district an annual fee of $3,060 for this service agreement.

Administration recommends approval of the School Nutrition Program Joint Agreement with St. Croix Catholic School along with authorization to sign the necessary documents.

Attachment: School Nutrition Program Joint Agreement

Recommendation:  
Approval of the Consent Agenda will be requested.
This agreement dated April 21, 2019, between St. Croix Catholic and Stillwater Area Schools authorizes the school district to perform food service coordination functions on behalf of St. Croix Catholic School in accordance with the following guidelines and conditions. The term of this agreement is for the 2019-20 school year.

1. All state and federal reports and backup data shall be prepared and maintained by St. Croix Catholic School.

2. The school district shall include designated St. Croix Catholic staff in appropriate district meetings.

3. St. Croix Catholic may participate in the district food ordering process; and when possible, all deliveries shall be made directly to St. Croix Catholic School. This shall include food, kitchen supplies and materials.

4. When possible, all invoices for food supplies should be sent directly to St. Croix Catholic School. St. Croix Catholic School staff shall review and approve all invoices prior to payment to outside vendors.

5. When it is necessary for the district to invoice St. Croix Catholic School, all invoices shall be paid by the 15th of the month. St. Croix Catholic School shall be responsible for the maintenance and purchase of equipment and facility.

6. Either the school district or St. Croix Catholic may cancel this contract with 30-days written notice.

7. St. Croix Catholic shall pay the district an annual fee of $3,060. The district shall invoice annually.

8. The purpose of this agreement is to provide consulting services, including USDA professional standards training, to St. Croix Catholic School in the area of food service. This agreement in no way assumes responsibility for day to day operation of the program and recognizes that staff in the St. Croix Catholic School Food Service are not employees of Stillwater School District 834.

Sister Mary Aquinas, Principal
St. Croix Catholic School

Kristen Hoheisel
Executive Director of Finance and Operations
Stillwater Area Public Schools
Report for Information:  School Nutrition Program Joint Agreement with NE Metro 916 Program
Meeting Date:  April 25, 2019  
Contact Person:  Kristen Hoheisel, Executive Director of Finance and Operations

Report Purpose:
The purpose of this report is to recommend a School Nutrition Program Joint Agreement with Stillwater Area Public Schools and Northeast Metropolitan Intermediate School District 916

Summary:
Stillwater Area Public Schools Food Service will provide meals for the NE Metro 916 program located at the Early Childhood Family Center. The agreement will begin on August 26, 2019 and expire on May 29, 2020. Lunch and 1% milk will be delivered to the ECFC when ordered before 9:30 AM. Breakfast will be provided as needed. The food will be prepared at Stillwater Middle School and delivered by Stillwater staff.

In Section VI Student and Adult Charges subdivision A will be filled in when Stillwater Area Public Schools sets their meal and milk prices for 2019-2020.

Administration recommends approval of the School Nutrition Program Joint Agreement with NE Metro 916 along with authorization to sign the necessary documents.

Attachment: School Nutrition Program Joint Agreement

Recommendation:
Approval of the Consent Agenda will be requested.
Joint Agreement Between
Stillwater Area Public Schools I.S.D. #834 and
Northeast Metropolitan Intermediate School District #916

This Agreement, dated April 21, 2019 between Northeast Metropolitan Intermediate School District 916 (hereinafter called NEM 916) and Stillwater Area Public Schools #834 (hereinafter called ISD 834) authorizes that ISD 834 shall be retained by NEM 916 to provide food service as follows for the period of August 26, 2019 through May 29, 2020 in accordance with the following conditions:

I. MEAL REQUIREMENTS AND MEAL SERVICE

A. ISD 834 will provide the following: 1 choice of a cold lunch which includes 1% milk. ISD 834 will also provide eating utensils, disposable supplies, condiments and safe transportation containers. Lunches will be served according to ISD 834 school district calendar, and only on days when school is in session for ISD 834.

B. Meals will be available in single service container as a complete meal to meet meal pattern requirements.

C. All meals provided and claimed for reimbursement by ISD 834 shall conform with the meal pattern requirements of the U.S. Department of Agriculture (USDA).

D. ISD 834 shall be liable for meals which do not meet meal pattern requirements, or are spoiled or unwholesome at time of delivery.

E. Set-up and clean-up of the eating area will be the responsibility of NEM 916.

II. DELIVERY, ORDERING

A. The lunches will be delivered to the ECFC building between 11:40 a.m. and noon.

B. NEM 916 shall notify ISD 834 daily, by email before 9:30 a.m. with the names of each student ordering lunch and the names of each student ordering milk.

C. ISD 834 will be responsible for cleaning transport containers after lunch service.

D. Empty transport containers must be returned to the designated location at the ECFC building by NEM 916 each day after lunch.

III. HEALTH AND SANITATION

A. ISD 834 and NEM 916 agree that state and local health and sanitation requirements will be met at all times. All food will be properly sorted, prepared, packaged, and transported at appropriate temperatures and free of contamination.

IV. EQUIPMENT AND UTENSILS

A. The following disposable eating utensils will be furnished with each meal, as appropriate: food container, plastic fork, plastic spoon and napkin, and shall be the responsibility of ISD 834.

V. RECORD KEEPING

A. ISD 834 will claim the meals for State and Federal Reimbursement.

B. ISD 834 agrees to maintain all records applicable to this agreement for a period of three years after the end of the federal fiscal year to which they pertain. This includes records of meal counts, menus, food purchases, quantities prepared and delivered, and the use of USDA donated commodities.
C. ISD 834 agrees that the books and records pertaining to ISD 834 School Nutrition Program(s) will be made available to representatives of the Minnesota Department of Children, Families and Learning – Food and Nutrition Service, the USDA, and the U.S. General Accounting Office at any reasonable time and place.

D. ISD 834 will be responsible for processing NEM 916 free and reduced price meal applications. Procedures will be set up between ISD 834 and NEM 916 so that children approved for free and reduced price meals will not be discriminated against because of their inability to pay the full student price of the meal.

E. ISD 834 shall record the number of reimbursable free, reduced price, and paid meals served to eligible children, the number of adult meals served and the extra one-half pints of milk sold. ISD 834 will accurately record and report these counts. ISD 834 will be responsible for submitting claims to the Food and Nutrition Service, Minnesota Department of Children, Families and Learning for meal reimbursements and for maintaining all required records needed to meet its responsibilities under its School Nutrition Programs Agreement.

VI. STUDENT AND ADULT CHARGES

A. Children and adult charges are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Children Elementary</th>
<th>Adult</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lunch – Paid</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Extra Milk</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

B. In the event ISD 834 lunch and milk prices increase during the school year, NEM 916 lunch charges would be raised at the same rate and be the same as ISD 834 prices.

VII. RECEIPTS AND BILLING

A. The collection of money shall be done through ISD 834 approved system. Parent payment should be in the form of a check or cash, it is the responsibility of NEM 916 to ensure the payment is sent to the designated location by ISD 834.

B. The money collected shall be deposited into ISD 834 nonprofit Food Service fund. All payments received under this Agreement and all expenditures made by ISD 834 in connection with this Agreement shall be paid from such fund.

C. Any negative balances at the end of the year will be the responsibility of 916.

VIII. NON-PERFORMANCE OR CANCELLATION RIGHTS

Either party may cancel this Agreement with thirty (30) days written notice.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year written above.

<table>
<thead>
<tr>
<th>School Food Authority:</th>
<th>School:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stillwater Area Public Schools ISD 834</td>
<td>Northeast Metropolitan Intermediate School District 916</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kristen Hohisel</td>
<td>Gregg Dahlgren</td>
</tr>
<tr>
<td>Exec. Director of Finance and Operations</td>
<td>Interim Finance Director</td>
</tr>
<tr>
<td>1875 South Greeley Street</td>
<td>Northeast Metropolitan Intermediate School District 916</td>
</tr>
<tr>
<td>Stillwater, MN 55082</td>
<td>2540 County Road F East</td>
</tr>
<tr>
<td></td>
<td>White Bear Lake, MN 55110</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/8/19</td>
<td>4/8/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(651) 351-8321</td>
<td>(651) 415-5650</td>
</tr>
</tbody>
</table>

Revised 3/1/19
Report for Information:  School Nutrition Program Joint Agreement with Pankalo 916 Program  
Meeting Date:  April 25, 2019  
Contact Person:  Kristen Hoheisel, Executive Director of Finance and Operations

Report Purpose:  
The purpose of this report is to recommend a School Nutrition Program Joint Agreement with Stillwater Area Public Schools and Pankalo 916 Program

Summary:  
Stillwater Area Public Schools Food Service will provide meals for the Pankalo 916 Program located at 8568 Eagle Point Blvd in Lake Elmo, MN. The agreement will begin on July 1, 2019 and expire on June 30, 2020. ISD 834 staff will prepare and provide breakfast and lunch on site.

Administration recommends approval of the School Nutrition Program Joint Agreement with Pankalo 916 School District along with authorization to sign the necessary documents.

Attachment:  Pankalo 916 Program Agreement

Recommendation:  
Approval of the Consent Agenda will be requested.
This Agreement dated July 1, 2019 between Pankalo 916 Program, (hereinafter called Pankalo) and Stillwater Area Public Schools ISD 834 (hereinafter called ISD 834) authorizes that the ISD 834 shall be retained by Pankalo to provide meals for the period of July 1, 2019 through June 30, 2020, in accordance with the following conditions:

**Meal Requirements and Meal Service**

1. ISD 834 will provide breakfast, lunch and extra milk. Meals will be available in unitized form as agreed upon.
2. All meals provided and claimed for reimbursement by the ISD 834 shall conform to the minimum meal pattern requirements of the U.S. Department of Agriculture (USDA) and rules for selling extra milk.
3. ISD 834 shall be liable for meals which do not meet meal pattern requirements or are spoiled or unwholesome at time of delivery.
4. Federally mandated on-site reviews will be conducted by ISD 834’s Supervisor of Nutrition Services by February of each year. Pankalo is required to follow the established Hazard Analysis Critical Control Point (HACCP) Plan to maintain the highest degree of food safety and sanitation.

**Delivery and Ordering**

1. Pankalo shall provide a calendar of the days lunches are required to ISD 834.

**Health and Sanitation**

1. ISD 834 and Pankalo agree that the state and local health and sanitation requirements will be met at all times.
2. All food will be properly stored, prepared, packaged, and transported at appropriate temperatures and free of contamination in accordance with the Hazard Analysis Critical Control Point (HACCP) Plan.

**Equipment and Utensils**

1. The following eating utensils: trays, forks, spoons, serving spoons and tongs, etc. shall be purchased by ISD 834.
2. Pankalo is responsible for care and upkeep of dish machine and providing chemicals.
Record Keeping
1. ISD 834 agrees to maintain all records applicable to this agreement for a period of three years after the end of the Federal fiscal year to which they pertain. This includes records of meal counts, menus, food purchases, quantities prepared and delivered, and the use of USDA donated commodities.

2. Pankalo agrees that the books and records pertaining to the School Nutrition Program(s) will be made available to representatives of the Minnesota Department of Education — Food and Nutrition Service and the USDA, and the US General Accounting Office at any reasonable time and place.

3. ISD 834 will be responsible for processing the Pankalo’s free and reduced price meal applications.

4. ISD 834 will be responsible for the mailing and notification letters to each household submitting an application. Procedures will be set up so that children approved for free and reduced price meals will not be discriminated against because of their inability to pay full student price of the meal.

5. ISD 834 staff will take daily counts at the point of service using PCS of the number of reimbursable free, reduced price, and paid meals served to eligible children, the number of adult meals served and the extra one-half pints of milk used. Pankalo will accurately record and report these counts.

6. ISD 834 will be responsible for submitting claims to the Food and Nutrition Service, Minnesota Department of Education for meal milk reimbursements via cues and for maintain all required records needed to meet its responsibilities under its School Nutrition Programs Agreement.

Receipts and Billing
1. Children and adult meal charges will follow that of ISD 834 meal charges.

2. The collection of money and/or the sale of meal pre-payments to students and adults shall be the responsibility of ISD 834.

3. The money collected shall be deposited into ISD 834 revenue. All payments received under this Agreement and all expenditures made by ISD 834 in connection with this Agreement shall be paid from such fund.

4. Negative student balances will be reimbursed by Pankalo.

5. In the event the food service program experiences an annual loss, Pankalo will reimburse ISD 834 the annual loss.

Building Support and Supervision
1. Student conduct and supervision will be the responsibility of Pankalo.
   a. If a student conducts him/herself inappropriately, there will be a conference with the school principal to decide on an action plan.

2. Pankalo is responsible for the custodial support as it relates to cleaning in the kitchen and café.

Expense reimbursement
1. Pankalo will reimburse ISD 834 salary and benefits for kitchen and cafeteria staff and other costs not covered by program reimbursements and meal changes.
2. ISD 834 shall be reimbursed by Pankalo for all eating utensils: trays, forks, spoons, serving spoons and tongs, etc. that are purchased.
3. ISD 834 shall be reimbursed by Pankalo for PCS or another point of sale software cost.
4. ISD 834 shall be reimbursed for indirect support in the form of a supervisor, nutritionist, clerical support, human resources, payroll and accounts payable staff in the amount of $3,850.

Non-Performance Cancellation Rights/Renewal
1. Either party may cancel this Agreement with thirty days written notice.

<table>
<thead>
<tr>
<th>Preparation of Assigned</th>
<th>Receiving Site Kitchen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>ISD 834</td>
<td>Pankalo 916 Program</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>1875 South Greeley Street</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>City, State, Zip</td>
</tr>
<tr>
<td>Stillwater, MN 55082</td>
<td>Lake Elmo, MN 55042</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>Manager:</td>
<td>Manager:</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year written above.

<table>
<thead>
<tr>
<th>Stillwater Area Public Schools ISD 834</th>
<th>Pankalo Education Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Kristen Hoheisel</td>
<td>Name: Gregg Dahlgren</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date: 4-8-19</td>
</tr>
<tr>
<td>Telephone: 651-351-8321</td>
<td>Telephone: 651-415-5650</td>
</tr>
</tbody>
</table>
Report for Information: 2019-2020 Youth Service Bureau Agreements
Meeting Date: April 25, 2019
Contact Person: Dr. Bob McDowell, Assistant Superintendent

Summary:
Renews have come up for our partnership with Youth Service Bureau, Inc. (YSB)

Currently, Stillwater Area Public Schools has three contracts with YSB:

1. Mental Health Counseling for the ALC
Mental Health Counseling for the ALC is a cost of $7,000 and provides one day per week of mental health services for the ALC.

2. Crisis Response
Crisis Response is used when we have a crisis in a building and need support for students and staff. This service is a per use agreement. The daily rate is $2,500.

3. Chemical Health Prevention and Counseling Support Services
Chemical Health Prevention and Counseling Support Services has a cost of $50,946 and provides weekly services related to mental health prevention, screening, direct services, and related services at secondary level.

Due to the combined total expense totaling over $50,000, district administration recommends continuation of all three contracts with YSB for the 2019-2020 school year.

Attachments (3)

Recommendation:
Approval of the Consent Agenda will be requested.
AGREEMENT TO PROVIDE SERVICES IN
STILLWATER AREA SCHOOL DISTRICT

This agreement is made and entered into by and between the Stillwater Area Public School District, ISD 834 (“School District”) and Youth Service Bureau, Inc. (“Contractor”), on the _____ day of __________, 2019 for the period from July 1, 2019 to June 30, 2020 for the purpose of providing mental health counseling and related services to students in Stillwater Area Public Schools attending the Alternative Learning Center.

WEAREAS, “Contractor” is a nonprofit organization, committed to assisting students experiencing mental health issues and providing mental health related services to children, families and individuals and provides mental health counseling services in Stillwater Area Public Schools and

WHEREAS, “School District” is willing and has the authority to enter into an Agreement to provide physical space and support for “Contractor” to provide services to students enrolled in Stillwater Area Public Schools

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE “SCHOOL DISTRICT” AND “CONTRACTOR” AS FOLLOWS:

I. Contractor’s Obligations

A. Contractor shall provide screening and direct services to clients as assigned; maintain records as directed according to agency procedures.
B. Stillwater area students, attending the ALC, between the ages of thirteen and eighteen (or older if still in high school) and their family members will be eligible for services.
C. Contractor shall be available one day each week at the ALC school.
D. Contractor shall provide mental health support services.
E. Contractor shall participate in planning and implementing special projects as assigned by the Directors, including outcomes measurement.
F. Contractor shall participate in regular clinical supervision and consultation meetings.
G. Contractor shall maintain ongoing contact with referral sources to ensure consistent follow-up occurs and that client and community needs are identified and addressed.

II. School District Obligations

A. The School District shall provide a private and confidential space for the provision of mental health services in the Stillwater Area Public Schools, namely the ALC.
B. The School District shall optionally assign a site administrator/manager, employed by the School District to oversee the support components. The administrator/manager shall have a K-12 principal’s license or director of special education license.
C. The individuals to provide support services for Contractor staff delivering mental health services may include School District volunteers and the following District employees: Assistant Principals, secretarial staff or counselors, who shall be hired, assigned directed, supervised, evaluated, compensated, disciplined or
terminated by the School District as School District employees according to the applicable School District collective bargaining agreements and School Board policies.

D. The School District will provide Contractor staff with a school ID badge and approved access to District Internet signal for purposes of connecting back to Contractor’s secure VPN for record-keeping and case-management using YSB issued devices.

E. This agreement shall not be construed to give rise to any employment relationship between Contractor or any School District employee assigned by the School District to work in support of this partnership.

III. Cost of Delivery of Purchased Services

The total amount to be paid to the Contractor for services purchased under this agreement shall be $7,000. For these services the District agrees to make payment to the Contractor of $7,000 on or about October 15, 2019.

IV. Evaluation, Reporting and Information Requirements

The Contractor agrees to reasonable evaluations of its programs, employees and volunteers and to make available for review by the School District if so requested. The Contractor agrees to comply with all reporting requirements as assigned by law, rule, or contract by the State of Minnesota and Washington County. The Contractor further agrees to abide by all laws and rules regarding confidentiality and data practices. The Contractor agrees to provide necessary information allowed by law and deemed necessary by the District on referred cases.

V. Property Ownership

Any property or equipment purchased by the School District for use by Contractor’s staff shall remain the property of the School District and shall be returned to the School District upon termination of this agreement or the dissolution of Contractor.

VI. Data Practices

Nothing in this agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act (“MGDPA”), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) regarding the creation and maintenance of educational records. It is understood and agreed by the parties to this agreement that Contractor shall collect, receive, store, use, maintain or disseminate records relating to the services provided in Stillwater Area Public Schools and the District shall not have access to those records. To the extent this contract obligates and authorizes Contractor to perform any of the functions which the District performs, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and contractor must comply with those
requirements as if it were a government entity. The remedies in Minn. Stat. § 13.08 also apply to the Contractor.

VII. Record Disclosures/Monitoring

Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of three years from the date of termination of this agreement.

VIII. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the School District, its officers, employees, and agents for all claims arising out of the Contractor’s activities related to the services provided under this agreement up to the liability limits set forth in Minn. Stat. § 466.04. The School District will indemnify the Contractor for and against liability up to the liability limits set forth in Minn. Stat. § 446.04. No other provision of this agreement shall serve to limit in any way the obligations of the Contractor to indemnify and defend the School District under this clause.

IX. Insurance Requirements

The Contractor agrees that in order to protect itself, as well as the School District, from claims arising out of Contractor’s activities under this agreement, it will at all times during the term of this agreement keep in force policies of insurance providing the following liabilities: professional liability insurance policy in the minimum amount of Four Hundred Thousand Dollars ($400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; comprehensive general liability insurance policy in the minimum amount of Four Hundred Thousand Dollars ($400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; One Million Dollars (1,000,000) property damage; automobile insurance, including non-owned and hired autos, in the minimum amount of Four Hundred Thousand Dollars ($400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; and One Million (1,000,000) property damage. The Contractor further agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing coverage listed herein shall be provided to the School District prior to the effective date of this contract.

X. Term

This agreement shall commence on the date indicated below and shall remain in effect through June 30, 2020 unless Contractor and School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this agreement shall be sent to:
XI.  Nondiscrimination

During the performance of this agreement, the Contractor agrees to the following:
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

XII. Independent Contractor

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the School District. No tenure or any rights or benefits, including Workers Compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to School District employees shall accrue to the Contractor or employees of the Contractor performing services under this agreement.

XIII. Renewal

The parties to this agreement may renew this agreement in two-year increments by executing a written renewal agreement at least sixty (60) days prior to the expiration of the agreement or any subsequent renewal period, subject to the same terms and conditions of this agreement.

XIV. Assignment
Neither party to this agreement shall assign, delegate, or transfer any rights or obligations under this agreement without the prior written consent of the other party.

XV. Dissolution of Contractor

In the event the Contractor dissolves or ceases to operate or function, or ceases to provide mental health counselor services in Stillwater Area Public Schools, the School District shall have no responsibility for continuing to provide support for Contractor or its employees, nor shall it have any responsibility for any obligations assumed by or agreements entered into by Contractor.

XVI. Conditions of the Parties’ Obligation

This agreement may be cancelled by either party at any time, with, or without cause, upon 30 days' notice, in writing, delivered by mail, or in person. Any alterations, variations, modifications, or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this agreement.

XVII. Compliance with Law

The Contractor shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted insofar as they relate to the Contractor’s performance of the provisions of this agreement.

XVIII. Firearms

Unless specifically required by the terms of this agreement, no provider of services pursuant to this contract, including, but not limited to, employees, agents, or subcontractors of the Contractor shall carry or possess a firearm on School District premises. Violation of this provision shall be considered a substantial breach of the agreement. Violation of this provision is grounds for immediate suspension or termination of this contract, without notice, pursuant to Section 12.

XIX. Savings Clause

If any section of this agreement is found to be invalid or not enforceable, the remainder of the agreement will remain in force and binding.

XX. Governing Law

The laws of Minnesota shall govern the interpretation and prosecution of this agreement.

XXI. Notices
If any official correspondence concerning this agreement needs to be communicated to the other party, the following shall be deemed the effective addresses:

As to the School District: Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, MN 55082

As to Youth Service Bureau: Youth Service Bureau, Inc.
101 West Pine Street
Stillwater, MN 55082

XXII. Amendments

This agreement may only be amended in writing by the mutual agreement of the parties.

Entire Agreement

Attachments and References – The Contractor agrees to provide the enumerated services in Exhibit A, which is attached and incorporated herein by reference.

IN WITNESS WHEREOF, Stillwater Area Public Schools and Youth Service Bureau, Inc. have executed this agreement this _____ day of ____________________, 2019.

Stillwater Area Public Schools

________________________________  Date: ___________________
Exec. Dir. of Learning and Innovation

________________________________  Date: ___________________
Exec. Dir. of Finance and Operations

Youth Service Bureau, Inc.

________________________________  Date: ___________________
Executive Director
This agreement is made and entered into by and between the Stillwater Area Public School District, ISD 834 (“School District”) and Youth Service Bureau, Inc. (“Contractor”), on the _____ day of __________, 2019 for the period from July 1, 2019 to June 30, 2020 for the purpose of providing Crisis Response and related support services to students and staff in Stillwater Area Public Schools.

WEAREAS, “Contractor” is a nonprofit organization, committed to assisting students experiencing emotional and behavioral issues and providing crisis support related services to children, families and individuals and provides crisis support counseling services in Stillwater Area Public Schools and

WHEREAS, “School District” is willing and has the authority to enter into an Agreement to provide physical space and support for “Contractor” to provide services to students enrolled in Stillwater Area Public Schools

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE “SCHOOL DISTRICT” AND “CONTRACTOR” AS FOLLOWS:

I. Contractor’s Obligations

A. Contractor shall send a team of qualified staff to provide support and direct services to students and staff in response to an unexpected death or similar crisis situation, upon request by identified key school leadership.

B. Stillwater area students between the ages of five and eighteen (or older if still in high school) will be eligible for these emergency services.

C. Contractor shall be available and onsite at the start of the school day, or when requested, and remain until after the school day ends.

D. Contractor shall provide crisis support services as needed to administration, faculty, other school personnel, students and/or student families.

E. Contractor shall cancel existing appointments and obligations, to the degree possible, to facilitate the immediate crisis response services.

II. School District Obligations

A. The School District shall provide a private and confidential space for the provision of crisis response services in the Stillwater Area Public Schools.

B. The School District may authorize a school building Administrator, or that person’s authorized designee, to request the ‘Contractor’ to send a qualified team of staff to their school.

C. The individuals to provide support services for Contractor staff delivering crisis response services may include School District volunteers and the following District employees: Assistant Principals, secretarial staff or counselors, who shall be hired, assigned directed, supervised, evaluated, compensated, disciplined or terminated by the School District as School District employees according to the applicable School District collective bargaining agreements and School Board policies.
D. This agreement shall not be construed to give rise to any employment relationship between Contractor nor any School District employee assigned by the School District to work in support of this partnership.

III. Cost of Delivery of Purchased Services

The total amount to be paid to the Contractor for services purchased under this agreement shall be $2,500 per full day. For these services the District agrees to pay Contractor’s invoice to the District for each Crisis Response service day requested.

IV. Evaluation, Reporting and Information Requirements

The Contractor agrees to reasonable evaluations of its programs, employees and volunteers and to make available for review by the School District if so requested. The Contractor agrees to comply with all reporting requirements as assigned by law, rule, or contract by the State of Minnesota and Washington County. The Contractor further agrees to abide by all laws and rules regarding confidentiality and data practices. The Contractor agrees to provide necessary information allowed by law and deemed necessary by the District on referred cases.

V. Property Ownership

Any property or equipment purchased by the School District for use by Contractor’s staff shall remain the property of the School District and shall be returned to the School District upon termination of this agreement or the dissolution of Contractor.

VI. Data Practices

Nothing in this agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act (“MGDPA”), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) regarding the creation and maintenance of educational records. It is understood and agreed by the parties to this agreement that Contractor shall collect, receive, store, use, maintain or disseminate records relating to the services provided in Stillwater Area Public Schools and the District shall not have access to those records. To the extent this contract obligates and authorizes Contractor to perform any of the functions which the District performs, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and contractor must comply with those requirements as if it were a government entity. The remedies in Minn. Stat. § 13.08 also apply to the Contractor.

VII. Record Disclosures/Monitoring

Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time
during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of three years from the date of termination of this agreement.

VIII. **Indemnification**

The Contractor agrees to indemnify, defend, and hold harmless the School District, its officers, employees, and agents for all claims arising out of the Contractor’s activities related to the services provided under this agreement up to the liability limits set forth in Minn. Stat. § 466.04. The School District will indemnify the Contractor for and against liability up to the liability limits set forth in Minn. Stat. § 446.04. No other provision of this agreement shall serve to limit in any way the obligations of the Contractor to indemnify and defend the School District under this clause.

IX. **Insurance Requirements**

The Contractor agrees that in order to protect itself, as well as the School District, from claims arising out of Contractor’s activities under this agreement, it will at all times during the term of this agreement keep in force policies of insurance providing the following liabilities: professional liability insurance policy in the minimum amount of Four Hundred Thousand Dollars ($400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; comprehensive general liability insurance policy in the minimum amount of Four Hundred Thousand Dollars ($400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; One Million Dollars (1,000,000) property damage; automobile insurance, including non-owned and hired autos, in the minimum amount of Four Hundred Thousand Dollars ($400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; One Million Dollars (1,000,000) property damage. The Contractor further agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing coverage listed herein shall be provided to the School District prior to the effective date of this contract.

X. **Term**

This agreement shall commence on the date indicated below and shall remain in effect through June 30, 2020 unless Contractor and School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this agreement shall be sent to:

For the School District:

Robert McDowell  
Executive Director of Learning and Innovation  
Stillwater Area Public Schools  
1875 South Greeley Street
XI. Nondiscrimination

During the performance of this agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

XII. Independent Contractor

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the School District. No tenure or any rights or benefits, including Workers Compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to School District employees shall accrue to the Contractor or employees of the Contractor performing services under this agreement.

XIII. Renewal

The parties to this agreement may renew this agreement in two-year increments by executing a written renewal agreement at least sixty (60) days prior to the expiration of the agreement or any subsequent renewal period, subject to the same terms and conditions of this agreement.

XIV. Assignment

Neither party to this agreement shall assign, delegate, or transfer any rights or obligations under this agreement without the prior written consent of the other party.

XV. Dissolution of Contractor

In the event the Contractor dissolves or ceases to operate or function, or ceases to provide crisis support counselor services in Stillwater Area Public Schools, the School District shall have no responsibility for continuing to provide support for Contractor or its employees, nor shall it have any responsibility for any obligations assumed by or agreements entered into by Contractor.
XVI.  **Conditions of the Parties' Obligation**

This agreement may be cancelled by either party at any time, with, or without cause, upon 30 days’ notice, in writing, delivered by mail, or in person. Any alterations, variations, modifications, or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this agreement.

XVII.  **Compliance with Law**

The Contractor shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted insofar as they relate to the Contractor’s performance of the provisions of this agreement.

XVIII.  **Firearms**

Unless specifically required by the terms of this agreement, no provider of services pursuant to this contract, including, but not limited to, employees, agents, or subcontractors of the Contractor shall carry or possess a firearm on School District premises. Violation of this provision shall be considered a substantial breach of the agreement. Violation of this provision is grounds for immediate suspension or termination of this contract, without notice, pursuant to Section 12.

XIX.  **Savings Clause**

If any section of this agreement is found to be invalid or not enforceable, the remainder of the agreement will remain in force and binding.

XX.  **Governing Law**

The laws of Minnesota shall govern the interpretation and prosecution of this agreement.

XXI.  **Notices**

If any official correspondence concerning this agreement needs to be communicated to the other party, the following shall be deemed the effective addresses:

As to the School District:  Stillwater Area Public Schools  
1875 South Greeley Street  
Stillwater, MN 55082

As to Youth Service Bureau:  Youth Service Bureau, Inc.  
101 West Pine Street  
Stillwater, MN 55082

XXII.  **Amendments**
This agreement may only be amended in writing by the mutual agreement of the parties.

Entire Agreement

Attachments and References – The Contractor agrees to provide the enumerated services in Exhibit A, which is attached and incorporated herein by reference.

IN WITNESS WHEREOF, Stillwater Area Public Schools and Youth Service Bureau, Inc. have executed this agreement this _____ day of ____________________, 2019.

Stillwater Area Public Schools

________________________________  Date: ___________________
Exec. Dir. of Learning and Innovation

________________________________  Date: ___________________
Exec. Dir. of Finance and Operations

Youth Service Bureau, Inc.

________________________________  Date: ___________________
Program Director

Contact Information
Contact Person: Michael Huntley, Program Director
Address: Youth Service Bureau, Inc.
101 West Pine Street
Stillwater, MN 55082
Phone: 651-439-8800
E-Mail: mike.huntley@ysb.net
Web Address: www.ysb.net
This agreement is made and entered into by and between the Stillwater Area Public School District, ISD 834 (“School District”) and Youth Service Bureau, Inc. (“Contractor”), on the _____ day of __________, 2019 for the period from July 1, 2019 to June 30, 2020 for the purpose of providing chemical health prevention and counseling support services, and related services to students and community in Stillwater Area Public Schools.

WEAREAS, “Contractor” is a nonprofit organization, committed to assisting students experiencing substance use and abuse issues and providing chemical health related services to children, families and individuals and provides chemical health prevention and clinical services in Stillwater Area Public Schools and

WHEREAS, “School District” is willing and has the authority to enter into an Agreement to provide physical space and support for “Contractor” to provide services to students enrolled in Stillwater Area Public Schools and their families

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE “SCHOOL DISTRICT” AND “CONTRACTOR” AS FOLLOWS:

I. Contractor’s Obligations

A. Contractor shall provide preventive support services, screening and direct services to clients as assigned; maintain records as directed according to agency procedures.

B. Stillwater area students between the ages of thirteen and eighteen (or older if still in high school) and their family members will be eligible for services.

C. Contractor shall be available to see clients one evening each week and two late afternoons as needed.

D. Contractor shall provide Public Speaking: specific chemical health related topics as well as representing the Contractor in public settings.

E. Contractor shall participate in planning and implementing special projects as assigned by the Directors, including outcomes measurement.

F. Contractor shall participate in regular clinical supervision and consultation meetings.

G. Contractor shall maintain ongoing contact with referral sources to ensure consistent follow-up occurs and that client and community needs are identified and addressed.

H. Contractor shall communicate with Bob McDowell and George Nolan (or their designees) regarding any operational or service changes being considered.

II. School District Obligations

A. The School District shall provide private and confidential space for the provision of chemical health services in the Stillwater Area Public Schools, and to provide approved internet access for YSB staff to be able to connect to their secured information processes and equipment using YSB devices.
B. The School District will allow YSB Chemical Health staff to connect to the school e-mail list-serve to facilitate internal communications with school staff.

C. The School District shall assign a site administrator/manager, employed by the School District to oversee the support components. The administrator/manager shall have a K-12 principal’s license or director of special education license.

D. The individuals to provide support services for Contractor staff delivering chemical health services may include School District volunteers and the following District employees: Assistant Principals, secretarial staff or counselors, who shall be hired, assigned directed, supervised, evaluated, compensated, disciplined or terminated by the School District as School District employees according to the applicable School District collective bargaining agreements and School Board policies.

E. This agreement shall not be construed to give rise to any employment relationship between Contractor or any School District employee assigned by the School District to work in support of this partnership.

III. Cost of Delivery of Purchased Services

The total amount to be paid to the Contractor for services purchased under this agreement shall be $50,946. For these services the District agrees to make semi-annual payments to the Contractor of $25,473 on or about October 1, 2019, and March 1, 2020.

IV. Evaluation, Reporting and Information Requirements

The Contractor agrees to reasonable evaluations of its programs, employees and volunteers and to make available for review by the School District if so requested. The Contractor agrees to comply with all reporting requirements as assigned by law, rule, or contract by the State of Minnesota and Washington County. The Contractor further agrees to abide by all laws and rules regarding confidentiality and data practices. The Contractor agrees to provide necessary information allowed by law and deemed necessary by the District on referred cases.

V. Property Ownership

Any property or equipment purchased by the School District for use by Contractor’s staff shall remain the property of the School District and shall be returned to the School District upon termination of this agreement or the dissolution of Contractor.

VI. Data Practices

Nothing in this agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act (“MGDPA”), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) regarding the creation and maintenance of educational records. It is understood and agreed by the parties to this agreement that Contractor shall collect, receive, store, use, maintain or disseminate records relating to the services provided in Stillwater Area Public Schools and the District shall not have access to those records. To the extent
this contract obligates and authorizes Contractor to perform any of the functions which the District performs, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing those functions subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and contractor must comply with those requirements as if it were a government entity. The remedies in Minn. Stat. § 13.08 also apply to the Contractor.

VII. Record Disclosures/Monitoring

Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of three years from the date of termination of this agreement.

VIII. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the School District, its officers, employees, and agents for all claims arising out of the Contractor’s activities related to the services provided under this agreement up to the liability limits set forth in Minn. Stat. § 466.04. The School District will indemnify the Contractor for and against liability up to the liability limits set forth in Minn. Stat. § 446.04. No other provision of this agreement shall serve to limit in any way the obligations of the Contractor to indemnify and defend the School District under this clause.

IX. Insurance Requirements

The Contractor agrees that in order to protect itself, as well as the School District, from claims arising out of Contractor’s activities under this agreement, it will at all times during the term of this agreement keep in force policies of insurance providing the following liabilities: professional liability insurance policy in the minimum amount of Four Hundred Thousand Dollars ($400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; comprehensive general liability insurance policy in the minimum amount of Four Hundred Thousand Dollars ($400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; One Million Dollars (1,000,000) property damage; automobile insurance, including non-owned and hired autos, in the minimum amount of Four Hundred Thousand Dollars ($400,000) bodily injury or death of one person; One Million Two Hundred Thousand Dollars (1,200,000) bodily injury per occurrence; and One Million (1,000,000) property damage. The Contractor further agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing coverage listed herein shall be provided to the School District prior to the effective date of this contract.

X. Term
This agreement shall commence on the date indicated below and shall remain in effect through June 30, 2020 unless Contractor and School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this agreement shall be sent to:

For the School District:

Bob McDowell  
Exec. Dir. of Learning and Innovation  
Stillwater Area Public Schools  
1875 South Greeley Street  
Stillwater, Minnesota 55082

For The Contractor:

Bob Sherman  
Executive Director  
Youth Service Bureau, Inc.  
101 West Pine Street  
Stillwater, MN 55082

XI. Nondiscrimination

During the performance of this agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

XII. Independent Contractor

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the School District. No tenure or any rights or benefits, including Workers Compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to School District employees shall accrue to the Contractor or employees of the Contractor performing services under this agreement.

XIII. Renewal

The parties to this agreement may renew this agreement in two-year increments by executing a written renewal agreement at least sixty (60) days prior to the expiration of the agreement or any subsequent renewal period, subject to the same terms and conditions of this agreement.

XIV. Assignment
Neither party to this agreement shall assign, delegate, or transfer any rights or obligations under this agreement without the prior written consent of the other party.

XV. Dissolution of Contractor

In the event the Contractor dissolves or ceases to operate or function, or ceases to provide chemical health counselor services in Stillwater Area Public Schools, the School District shall have no responsibility for continuing to provide support for Contractor or its employees, nor shall it have any responsibility for any obligations assumed by or agreements entered into by Contractor.

XVI. Conditions of the Parties’ Obligation

This agreement may be cancelled by either party at any time, with, or without cause, upon 30 days’ notice, in writing, delivered by mail, or in person. Any alterations, variations, modifications, or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this agreement.

XVII. Compliance with Law

The Contractor shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted insofar as they relate to the Contractor’s performance of the provisions of this agreement.

XVIII. Firearms

Unless specifically required by the terms of this agreement, no provider of services pursuant to this contract, including, but not limited to, employees, agents, or subcontractors of the Contractor shall carry or possess a firearm on School District premises. Violation of this provision shall be considered a substantial breach of the agreement. Violation of this provision is grounds for immediate suspension or termination of this contract, without notice, pursuant to Section 12.

XIX. Savings Clause

If any section of this agreement is found to be invalid or not enforceable, the remainder of the agreement will remain in force and binding.

XX. Governing Law

The laws of Minnesota shall govern the interpretation and prosecution of this agreement.

XXI. Notices

If any official correspondence concerning this agreement needs to be communicated to the other party, the following shall be deemed the effective addresses:
As to the School District:  Stillwater Area Public Schools  
1875 South Greeley Street  
Stillwater, MN 55082  

As to Youth Service Bureau:  Youth Service Bureau, Inc.  
101 West Pine Street  
Stillwater, MN 55082  

XXII. Amendments  
This agreement may only be amended in writing by the mutual agreement of the parties.  

IN WITNESS WHEREOF, Stillwater Area Public Schools and Youth Service Bureau, Inc. have executed this agreement this _____ day of ____________________, 2019.  

Stillwater Area Public Schools  
________________________________  Date: ___________________  
Exec. Dir. of Learning and Innovation  
________________________________  Date: ___________________  
Exec. Dir. of Finance and Operations  

Youth Service Bureau, Inc.  
________________________________  Date: ___________________  
Executive Director
Report for Information: 2019-2020 Agreement to Provide Special Education and Related Staffing
Meeting Date: April 25, 2019
Contact Person: Paul Lee, Director of Student Support Services

Summary:
This Agreement is made and entered into by and between the Northeast Metropolitan Intermediate School District No. 916 and Independent School District No. 834 for the purpose of Northeast Metro 916 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.

Attachments (1)

Recommendation:
Approval of the Consent Agenda will be requested.
Agreement To Provide Special Education and Related Staffing

This Agreement is made and entered into by and between the Northeast Metropolitan Intermediate School District No. 916 ("Northeast Metro 916") and Independent School District No. 834 ("School District") on this 1st day of July, 2019, for the purpose of Northeast Metro 916 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.

WHEREAS, Northeast Metro 916 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Northeast Metro 916; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Northeast Metro 916 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Northeast Metro 916 is willing and has the authority to enter into an Agreement to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND NORTHEAST METRO 916 AS FOLLOWS:

I. School District Obligations

1. The School District shall be solely responsible for ensuring that appropriate special education and/or related services are made available to its resident students.

2. The School District shall submit any requests for educational and related services for its students in writing in any format, including electronic. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.

3. The School District shall be responsible to pay, on a timely basis, any and all invoices submitted by Northeast Metro 916 for the services it provides on behalf of the School District.

4. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this Agreement, such as MARSS reporting.

5. The School District shall provide supervision of Northeast Metro 916 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures,
although the Northeast Metro 916 employees shall remain employees only of Northeast Metro 916. The School District shall notify Northeast Metro 916 of any known non-compliance by Northeast Metro 916 employees with such School District procedures.

II. Northeast Metro 916 Obligations

6. Northeast Metro 916 shall provide special education and/or related services as requested by the School District with appropriately licensed Northeast Metro 916 employees. Northeast Metro 916 shall be responsible for STAR reporting requirements relating to the staffing provided the School District.

7. The individuals assigned to provide special education and/or related services at the School District by Northeast Metro 916 shall be Northeast Metro 916 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Northeast Metro 916, according to applicable Northeast Metro 916 employment agreements, Northeast Metro 916 policies and procedures and any applicable state or federal laws or regulations.

8. Despite the preceding language, the parties expect that the School District shall provide site supervision of the Northeast Metro 916 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Northeast Metro 916 employees assigned to work at the School District shall abide by any and all School District procedures of which s/he is notified.

9. Northeast Metro 916 shall set staffing reimbursement rates for the special education and related services it provides at the School District and shall issue billing invoices quarterly, consistent with the Northeast Metro 916 billing cycle. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.

10. This Agreement shall not be construed to give rise to any employment relationship between the School District and any Northeast Metro 916 employee assigned to work at the School District.

III. Transportation of Students

Student transportation shall be provided and paid for by the School District, as required by state and federal laws.

IV. Data Practices

Nothing in this Agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the parties in performing functions under this Agreement
is subject to the requirements of the MGDPA and FERPA and the parties must comply with those requirements.

V. Insurance and Liability

Nothing in this Agreement shall constitute a waiver of the rights, privileges and benefits to which either party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Northeast Metro 916 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Northeast Metro 916 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this Agreement, in an amount and of a nature consistent with each party’s Board policies, procedures or practices and as required by the laws of the State of Minnesota.

VI. Term and Cancellation

This Agreement shall commence on the date indicated below and shall remain in effect through June 30, 2020, unless Northeast Metro and the School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this Agreement shall be sent to:

For Northeast Metro 916:

Director of Special Education Services
Northeast Metro 916
2540 East County Road F
White Bear Lake, MN
55110

For The School District:

Director of Student Support Services
Stillwater Independent School District No. 834
1875 Greeley St S
Stillwater, MN
55082

VII. Renewal

The parties to this Agreement may renew this Agreement if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the Agreement or any subsequent renewal period, subject to the same terms and conditions as this Agreement, or as otherwise mutually agreed upon.
VIII. Assignment

Neither party to this Agreement shall assign, delegate or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

X. Amendments

This Agreement may be amended during the term of this Agreement and may only be amended in writing by the mutual agreement of the parties.

XI. Entire Agreement

This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein.

IN WITNESS WHEREOF, Independent School District No. 834 and Northeast Metropolitan Intermediate School District No. 916 have executed this Agreement this _____ day of ________________, 2019.

INDEPENDENT SCHOOL DISTRICT NO. 834

_________________________________________  Date: ___________
School Board Chairperson

_________________________________________  Date: 4/9/19
Director of Student Support Services

NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916

_________________________________________  Date: 4-3-2019
School Board Chairperson

_________________________________________  Date: 3-28-19
Executive Director of Programs
Agenda Item: Skyward Student Information System, Finance, and HR
Meeting Date: April 25, 2019
Contact Person: John Perry, Director of Learning Technology and Design Systems

Background: ISD834 uses the Skyward software for managing our student, finance, and human resources data. It is the District’s primary management system for all student permanent records, district expenses (including payroll), and personnel data. Skyward is used to compile all local, state, and federally mandated reports.

The 2017-2018 renewal for Skyward was $114,124.
The 2018-2019 renewal for Skyward was $118,173.
Since the 2018-2019 renewal, ISD834 added the Skyward employee timekeeping module TrueTime.
The 2019-2020 renewal for skyward services is now $131,521.

Location(s): All

Project Name: Skyward Renewal

Fund: Technology Operation

Amount: $131,521

Recommendation:
Approval of the consent agenda will be requested.
<table>
<thead>
<tr>
<th>Qty.</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>FINANCIAL MANAGEMENT ANNUAL LICENSE FEE</td>
<td>15,085.00</td>
<td>15,085.00</td>
</tr>
<tr>
<td>1.00</td>
<td>PAYROLL ANNUAL LICENSE FEE</td>
<td>10,128.00</td>
<td>10,128.00</td>
</tr>
<tr>
<td>1.00</td>
<td>FIXED ASSETS ANNUAL LICENSE FEE</td>
<td>7,264.00</td>
<td>7,264.00</td>
</tr>
<tr>
<td>1.00</td>
<td>SUBSTITUTE TRACKING ANNUAL LICENSE FEE</td>
<td>5,610.00</td>
<td>5,610.00</td>
</tr>
<tr>
<td>1.00</td>
<td>EMPLOYEE MANAGEMENT ANNUAL LICENSE FEE</td>
<td>5,386.00</td>
<td>5,386.00</td>
</tr>
<tr>
<td>1.00</td>
<td>INSURANCE TRACKING ANNUAL LICENSE FEE</td>
<td>4,310.00</td>
<td>4,310.00</td>
</tr>
<tr>
<td>1.00</td>
<td>TRUE TIME ANNUAL LICENSE FEE</td>
<td>4,024.00</td>
<td>4,024.00</td>
</tr>
<tr>
<td>1.00</td>
<td>SALARY NEGOTIATIONS ANNUAL LICENSE FEE</td>
<td>3,231.00</td>
<td>3,231.00</td>
</tr>
<tr>
<td>1.00</td>
<td>EMPLOYEE ACCESS ANNUAL LICENSE FEE</td>
<td>1,124.00</td>
<td>1,124.00</td>
</tr>
<tr>
<td>1.00</td>
<td>STUDENT MANAGEMENT ANNUAL LICENSE FEE</td>
<td>50,555.00</td>
<td>50,555.00</td>
</tr>
<tr>
<td>1.00</td>
<td>EDUCATOR GRADEBOOK ANNUAL LICENSE FEE</td>
<td>11,439.00</td>
<td>11,439.00</td>
</tr>
<tr>
<td>1.00</td>
<td>HEALTH RECORDS ANNUAL LICENSE FEE</td>
<td>8,494.00</td>
<td>8,494.00</td>
</tr>
<tr>
<td>1.00</td>
<td>LMS - API INTERFACE ANNUAL LICENSE FEE</td>
<td>4,472.00</td>
<td>4,472.00</td>
</tr>
<tr>
<td>1.00</td>
<td>FAMILY &amp; STUDENT ACCESS ANNUAL LICENSE FEE</td>
<td>2,750.00</td>
<td>2,750.00</td>
</tr>
<tr>
<td>1.00</td>
<td>SCHOOL INTEROPERABILITY FRAMEWORK (SIF) LICENSE FEE</td>
<td>1,341.00</td>
<td>1,341.00</td>
</tr>
<tr>
<td>1.00</td>
<td>GRADUATION REQUIREMENTS ANNUAL LICENSE FEE</td>
<td>318.00</td>
<td>318.00</td>
</tr>
</tbody>
</table>

Annual License Fees: 07/01/2019 - 06/30/2020

Total Extension 135,531.00

REMIT TO:
SKYWARD ACCOUNTING DEPT
2601 SKYWARD DRIVE
STEVENS POINT, WI 54482

| Invoice #  | 0000196621 |
| Invoice Date | 07/01/2019 |
| Payor       | STILLWATER AREA PUBLIC SCHOOLS |
| Due Date    | 07/01/2019 |

Invoice Amount: 135,531.00
Remit Amount:

PLEASE RETURN STUB WITH PAYMENT. Questions can be directed to account@skyward.com
Report for Information: OPEB and QComp
Meeting Date: April 25, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
Action Timeline: May 23, 2019

Summary:

The school board will discuss levying for OPEB and/or QComp for the 2019 Payable 2020 levy cycle.

A copy of the estimated tax impact is available for review.

Recommendation:

This is a report for action. Action will be requested at the May 23, 2019 board business meeting.
OPEB and QComp Levies
School Board Meeting
April 25, 2019
The Levy Cycle

Districts start the levy process six months before the calendar year the taxes are collected in, and one year before the fiscal year the taxes are reconciled.

School Board adopts final levy in December 2019.

Property owners pay taxes in May 2020 and October 2020 based on the levy certified in December 2019.

Taxes are collected in two different fiscal years (FY19-20) but must be reconciled in FY20.
Revenue Collection Methods

State and Federal Aid

Miscellaneous

Local Levy (property taxes)

Voter Approved Referendum

  Operating referendum (operating costs)
  Capital projects (technology)

Non-Voter Approved Levies

  Other Post-Employment Benefits (OPEB) obligations
  Q Comp ($91 per student)
  Long Term Facility Maintenance
# OPEB and QComp Levy Tax Impact

<table>
<thead>
<tr>
<th>Property Type</th>
<th>EMV</th>
<th>100,000</th>
<th>200,000</th>
<th>300,000</th>
<th>400,000</th>
<th>500,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homestead Residential</td>
<td>200,000.00</td>
<td>1.80</td>
<td>3.59</td>
<td>5.39</td>
<td>7.18</td>
<td>8.98</td>
</tr>
<tr>
<td>Homestead Residential</td>
<td>250,000.00</td>
<td>2.34</td>
<td>4.67</td>
<td>7.01</td>
<td>9.35</td>
<td>11.68</td>
</tr>
<tr>
<td>Homestead Residential</td>
<td>275,000.00</td>
<td>2.61</td>
<td>5.21</td>
<td>7.82</td>
<td>10.43</td>
<td>13.04</td>
</tr>
<tr>
<td>Homestead Residential</td>
<td>300,000.00</td>
<td>2.88</td>
<td>5.76</td>
<td>8.63</td>
<td>11.51</td>
<td>14.39</td>
</tr>
<tr>
<td>Homestead Residential</td>
<td>500,000.00</td>
<td>4.97</td>
<td>9.93</td>
<td>14.90</td>
<td>19.86</td>
<td>24.83</td>
</tr>
<tr>
<td>Homestead Residential</td>
<td>750,000.00</td>
<td>8.07</td>
<td>16.14</td>
<td>24.21</td>
<td>32.28</td>
<td>40.35</td>
</tr>
<tr>
<td>Homestead Residential</td>
<td>1,000,000.00</td>
<td>11.17</td>
<td>22.35</td>
<td>33.52</td>
<td>44.69</td>
<td>55.87</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Type</th>
<th>EMV</th>
<th>600,000</th>
<th>700,000</th>
<th>800,000</th>
<th>900,000</th>
<th>1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homestead Residential</td>
<td>200,000.00</td>
<td>10.77</td>
<td>12.57</td>
<td>14.37</td>
<td>16.16</td>
<td>17.96</td>
</tr>
<tr>
<td>Homestead Residential</td>
<td>250,000.00</td>
<td>14.02</td>
<td>16.36</td>
<td>18.70</td>
<td>21.03</td>
<td>23.37</td>
</tr>
<tr>
<td>Homestead Residential</td>
<td>275,000.00</td>
<td>15.64</td>
<td>18.25</td>
<td>20.86</td>
<td>23.46</td>
<td>26.07</td>
</tr>
<tr>
<td>Homestead Residential</td>
<td>300,000.00</td>
<td>17.27</td>
<td>20.15</td>
<td>23.03</td>
<td>25.90</td>
<td>28.78</td>
</tr>
<tr>
<td>Homestead Residential</td>
<td>500,000.00</td>
<td>29.80</td>
<td>34.76</td>
<td>39.73</td>
<td>44.69</td>
<td>49.66</td>
</tr>
<tr>
<td>Homestead Residential</td>
<td>750,000.00</td>
<td>48.42</td>
<td>56.49</td>
<td>64.56</td>
<td>72.63</td>
<td>80.70</td>
</tr>
<tr>
<td>Homestead Residential</td>
<td>1,000,000.00</td>
<td>67.04</td>
<td>78.21</td>
<td>89.39</td>
<td>100.56</td>
<td>111.73</td>
</tr>
</tbody>
</table>
# OPEB and QComp Levy Tax Impact

Amounts below reflect the properties contribution to the fiscal disparity pool as well.

<table>
<thead>
<tr>
<th>Property Type</th>
<th>EMV</th>
<th>100,000</th>
<th>200,000</th>
<th>300,000</th>
<th>400,000</th>
<th>500,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial / Industrial</td>
<td>1,000,000.00</td>
<td>19.12</td>
<td>38.24</td>
<td>57.36</td>
<td>76.47</td>
<td>95.59</td>
</tr>
<tr>
<td>Commercial / Industrial</td>
<td>2,000,000.00</td>
<td>38.98</td>
<td>77.96</td>
<td>116.95</td>
<td>155.93</td>
<td>194.91</td>
</tr>
<tr>
<td>Commercial / Industrial</td>
<td>3,000,000.00</td>
<td>58.85</td>
<td>117.69</td>
<td>176.54</td>
<td>235.38</td>
<td>294.23</td>
</tr>
<tr>
<td>Commercial / Industrial</td>
<td>4,000,000.00</td>
<td>78.71</td>
<td>157.42</td>
<td>236.13</td>
<td>314.84</td>
<td>393.55</td>
</tr>
<tr>
<td>Commercial / Industrial</td>
<td>5,000,000.00</td>
<td>98.57</td>
<td>197.15</td>
<td>295.72</td>
<td>394.29</td>
<td>492.87</td>
</tr>
<tr>
<td>Commercial / Industrial</td>
<td>7,500,000.00</td>
<td>148.23</td>
<td>296.46</td>
<td>444.70</td>
<td>592.93</td>
<td>741.16</td>
</tr>
<tr>
<td>Commercial / Industrial</td>
<td>10,000,000.00</td>
<td>197.89</td>
<td>395.78</td>
<td>593.67</td>
<td>791.56</td>
<td>989.46</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Type</th>
<th>EMV</th>
<th>600,000</th>
<th>700,000</th>
<th>800,000</th>
<th>900,000</th>
<th>1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial / Industrial</td>
<td>1,000,000.00</td>
<td>114.71</td>
<td>133.83</td>
<td>152.95</td>
<td>172.07</td>
<td>191.19</td>
</tr>
<tr>
<td>Commercial / Industrial</td>
<td>2,000,000.00</td>
<td>233.89</td>
<td>272.88</td>
<td>311.86</td>
<td>350.84</td>
<td>389.82</td>
</tr>
<tr>
<td>Commercial / Industrial</td>
<td>3,000,000.00</td>
<td>353.08</td>
<td>411.92</td>
<td>470.77</td>
<td>529.61</td>
<td>588.46</td>
</tr>
<tr>
<td>Commercial / Industrial</td>
<td>4,000,000.00</td>
<td>472.26</td>
<td>550.97</td>
<td>629.68</td>
<td>708.39</td>
<td>787.10</td>
</tr>
<tr>
<td>Commercial / Industrial</td>
<td>5,000,000.00</td>
<td>591.44</td>
<td>690.01</td>
<td>788.58</td>
<td>887.16</td>
<td>985.73</td>
</tr>
<tr>
<td>Commercial / Industrial</td>
<td>7,500,000.00</td>
<td>889.39</td>
<td>1,037.62</td>
<td>1,185.86</td>
<td>1,334.09</td>
<td>1,482.32</td>
</tr>
<tr>
<td>Commercial / Industrial</td>
<td>10,000,000.00</td>
<td>1,187.35</td>
<td>1,385.24</td>
<td>1,583.13</td>
<td>1,781.02</td>
<td>1,978.91</td>
</tr>
</tbody>
</table>
School portion of property taxes payable in 2019 on a $300,000 Homestead Residential Property

- South Washington County School: $2,059.73
- Mahtomedi Public School District: $1,746.90
- White Bear Lake School District: $1,453.05
- North St. Paul Maplewood: $1,402.38
- Hastings Public School District: $1,354.30
- Forest Lake Public School District: $1,325.91
- Chisago Lakes Public School: $1,307.54
- Stillwater Area Public School: $1,115.00

**Add’l Levy Tax Impact:**
$20.15 on $300,000 home

**OPEB**
$800,000 ($23.03*)

**Q Comp**
$700,000 ($20.15)

**KEY:**
- Black: School property tax
- Red: Additional QComp request

*OPEB included in 2019 levy
## Revenue Consideration Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 23, 2019</td>
<td>Preliminary decision on OPEB and Q Comp levies</td>
</tr>
<tr>
<td>Dec. 12, 2019</td>
<td>Final decision on OPEB and Q Comp levies</td>
</tr>
</tbody>
</table>
Report for Information: Attendance Area Assignment
Meeting Date: April 25, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
Action Timeline: May 23, 2019

Summary:
The Manning Avenue road realignment (TH 5 to the CSAH 14/Manning Avenue) has created a triangle in our attendance area that is not assigned to an attendance zone.

Attendance zones 16B (which is currently assigned to Rutherford Elementary) and 29B (which is currently assigned to Lake Elmo Elementary) are adjacent to the triangle.

There is currently one house in this triangle. However, that house does not have a student living in it. The City of Lake Elmo anticipates development of potentially one hundred and fifty two (152) housing units with a minimum of fifty seven (57) housing units to be within that triangle.

A copy of the Attendance Area Assignment document was provided.

Recommendation:
This is a report for information. Action will be requested at the May 23, 2019 board business meeting.
Attendance Area Assignment

Presented to the School Board
April 25, 2019
**Agenda Item:** 2019 District Wide Renovations - Report  
**Meeting Date:** April 25, 2019  
**Contact Person:** Kristen Hoheisel, Executive Director of Finance and Operations

*Background:* The Stillwater Area Public Schools – 2019 District Wide Renovations will consist of projects at the following locations:

<table>
<thead>
<tr>
<th>Site</th>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afton-Lakeland Elementary</td>
<td>Replace flooring, casework, chalkboards and domestic water branch lines in 11 classrooms and teachers’ lounge.</td>
</tr>
<tr>
<td>Lake Elmo Elementary</td>
<td>Replace operable walls with permanent walls and provide lockable doors for improved security in 4 classrooms. Replace demountable walls in Special Education area. Replace casework, chalk boards, flooring and local domestic water lines in 4 classrooms, teachers’ lounge, Gopher Room and Special Education area.</td>
</tr>
<tr>
<td>Lily Lake Elementary</td>
<td>Replace casework, chalkboards and local domestic water lines in 6 classrooms. Replace the flooring in the cafeteria and lower Media Center area.</td>
</tr>
<tr>
<td>Rutherford Elementary</td>
<td>Replace flooring in the Media Center, Multi-Purpose Room, Special Education area and Music Room.</td>
</tr>
<tr>
<td>Stillwater Area High School</td>
<td>Replace flooring in the Main Forum Room</td>
</tr>
<tr>
<td>Stillwater Middle School</td>
<td>Replace the flooring in two art classrooms</td>
</tr>
</tbody>
</table>

This project is part of the approved FY 2019 and FY 2020 Long-Term Facilities Maintenance program. Five bids were received on April 16, 2019 for the 2019 District Wide Renovations project. The lowest responsible bidder was AVM Construction, LLC of Mendota Heights, MN with a base bid total of $1,119,300.00 and an Add Alternate bid for work at Lake Elmo Elementary of $369,000. BWBR Architects is recommending them as the lowest responsible bidder. Administration will recommend awarding a contract to AVM Construction, LLC for the 2019 District Wide Renovations project at the May 9, 2019 Business Meeting.

**Project Name:** 2019 District Wide Renovations  
**Location(s):** Various Sites  
**Fund:** Long-Term Facilities Maintenance  
**Item:** Flooring, Casework, Walls, Plumbing  
**Base Bid Amount:** AVM Construction LLC. $1,119,300  
**ADD Alternate Lake Elmo Elementary:** $369,000

**Recommendation:**

This is a report for action. Action will be requested at the May 9, 2019 Business Meeting.

**Motion by:** ____________________________ **Seconded by:** ____________________________ **Vote:** ____________________________
2019 Stillwater Schools District Renovations  
2PM April 16th, 2019

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Base Bid</th>
<th>Signed</th>
<th>Bid Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> AVM Construction LLC</td>
<td>$1,119,300 alternate $369,000</td>
<td>X</td>
<td>x</td>
</tr>
<tr>
<td>2401 Pilot knob Rd.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suite 142</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mendota Heights, MN 55120</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JPMI Construction</td>
<td>$1,163,868.00 alternate $371,346</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>2310 County Road D West</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suite 3105</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Paul, MN 55112</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meisinger Construction Co. Inc.</td>
<td>$1,339,000 alternate $399,900</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>121 Bridgepoint Way</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>South St. Paul, MN 55075</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>George Sigfreid Construction</td>
<td>$1,434,415 alternate $436,675</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>510 Perro Creek Drive,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bayport, MN 55003</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Market and Johnson Inc.</em></td>
<td>$1,448,000 alternate $546,000</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>P.O. Box 630</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eau Claire, WI 54702</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Indicates lowest bid*  
April 25 school board meeting  
May 9 tentative project approval.
April 18, 2019

Mr. Tony Willger
Supervisor of Facility and Site Operations
Independent School District 834
Stillwater Area Public Schools
1875 Greeley Street South
Stillwater, MN 55082

Re: Stillwater Schools
2019 District Renovation Projects
BWBR Commission No. 3.2018295.00

Dear Tony:

BWBR has reviewed the bids for the 2019 Stillwater Schools District Renovations Project and contacted the apparent low bidder, AVM Construction, LLC for Afton-Lakeland Elementary School, Andersen Elementary, Lily Lake Elementary, Rutherford Elementary, Stillwater Middle School, and Stillwater High School. AVM Construction has acknowledged that their bid of $1,119,300.00 is complete for the Stillwater District Renovations. AVM Construction has acknowledged that their alternate bid of an additional $369,000.00 is complete for the additional scope of the Lake Elmo Elementary School project.

BWBR would recommend that Stillwater Area Public Schools enter into a contract with AVM Construction, LLC for the amount stated above to complete the work described in the bid documents.

Sincerely,

BWBR

Hanna Kuehl CID, LEED AP

Attachments:
2019 Stillwater Schools Bid Tab Sheet.pdf
2019-04-16_Bid Sign-in Sheet.pdf
**Agenda Item:** Annual Technology Replacement Cycles
**Meeting Date:** April 25, 2019
**Contact Person:** John Perry, Director of Learning Technology and Design Systems

**Background:** The ISD834 Technology plan identifies target replacement cycles for laptops, desktops, and Chromebook computers. Additionally we seek to support special technology hardware platforms for curricular programs such as early primary grades, Project Lead The Way, graphics arts, journalism, science courses, and K-12 robotics integration. In planning our annual technology projects, we identify timelines as “to be completed by” either the 1st day of school or by the 1st day of 2nd semester.

The board will soon see purchase order requests being processed in order to implement technology for the 1st day of school in August 2019. Specifically we will be replacing teacher laptops, staff desktops, adding student Chromebooks, replacing broken classroom displays, and adding tablets in early primary grades. The year’s acquisitions will be at a reduced level compared to what is required to fully support technology in the district due to funding shortfalls.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Replacement Cycle</th>
<th>District-wide Need</th>
<th>District-wide Actual</th>
<th>Estimated Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chromebook Computers</td>
<td>4 Year Cycle</td>
<td>1000 chromebooks</td>
<td>572 chromebooks</td>
<td>$200,000</td>
</tr>
<tr>
<td>Staff Computers</td>
<td>6 Year Cycle</td>
<td>140 computers</td>
<td>80 computers</td>
<td>$120,000</td>
</tr>
<tr>
<td>Classroom Video Display</td>
<td>8-10 Year Cycle</td>
<td>50 Displays</td>
<td>25 Displays</td>
<td>$120,000</td>
</tr>
<tr>
<td>K-2 Classroom Tablets</td>
<td>6 Year Cycle</td>
<td>180 iPads (2/classroom)</td>
<td>180 iPads</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

**Location(s):** All
**Project Name:** Annual Technology Replacement Cycles
**Fund:** Technology Capital
**Amount:** Estimated - $500,000

**Recommendation:**
This is a report for action. Action will be requested at the May 9, 2019 business meeting.

**Motion by:** ___________________________ **Seconded by:** ___________________________ **Vote:** ___________________________
Action Item: Policies for Second Reading:
Meeting Date: April 25, 2019
Contact Person(s): Policy Working Group

Summary:
The 2019 Policy Working Group will be presenting these policies for their second reading.
   A. Discipline
   B. Attendance Policy
   C. Technology and Internet Acceptable Use

The policies are included for your review.

Recommendation:
A motion and a second to approve each policy will be requested.

Student Discipline Policy

Motion by:______________________ Second by:___________________________ Vote:______________

Student Attendance Policy

Motion by:______________________ Second by:___________________________ Vote:______________

Technology and Internet Acceptable Use Policy

Motion by:______________________ Second by:___________________________ Vote:______________
I. PURPOSE

The purpose of this policy is to help all members of the school community work collaboratively to create a safe, supportive and equitable school climate through the use of positive discipline practices. Effective positive discipline results from an equitable, supportive environment that stresses student self-direction, decision-making and responsibility.

All students have a right to learn and develop in a setting which promotes respect of self, others and property. Effective positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility.

II. GENERAL STATEMENT OF POLICY

1. It is the Board’s intent to ensure that students are aware of and comply with the District’s expectations for student conduct. Such compliance will enhance the District’s ability to maintain discipline and ensure that there is no interference with the educational process.

2. The District believes that a fair and equitable District-wide school discipline policy will contribute to the quality of a student’s educational learning experience.

3. The School Board recognizes that a positive and equitable learning environment is essential for students to thrive academically and developmentally.

4. The Board recognizes that no policy will cover all situations. Therefore, the building administrator(s) or designee will make a determination of the violation and/or consequence/disciplinary action when student actions are not specifically addressed. All actions by an administrator/designee will be made on a case-by-case basis.

III. DEFINITIONS

“Assault” is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

“Dismissal” means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.
“Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

“Expulsion” means a school board action to prohibit an enrolled student from further attendance for up to 12 months from the date the student is expelled. The authority to expel rests with the school board.

“Removal from class” and “removal” mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five days, pursuant to this discipline policy.

“Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten school days; provided, however, if a suspension is longer than five class periods, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. A suspension may be extended to 15 days when the District has initiated expulsion procedures. This definition does not apply to dismissal for one school day or less, except as provided in federal law, for a student with a disability.

IV. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents.

C. Principal / Building Level Administrator. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for managing student conduct, with appropriate assistance from the administration. All teachers shall enforce the expectations for appropriate behaviors, as outlined in this policy. In exercising the teacher’s lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
E. **Other District Personnel.** All District personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent or designee. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

F. **Parents or Legal Guardians.** Parents and guardians have the legal responsibility for the behavior of their children, as determined by law and community practice. Parents/guardians are expected to exercise the required controls so that the student’s behavior will be conducive to the development of self-discipline and will not be disruptive to the school’s educational program. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. **Community Members.** Members of the community are expected to contribute to the establishment of a positive atmosphere at events sponsored by the school district or held on school district property.

H. **Students.** All students shall be held individually responsible for their behavior and for understanding and complying with the behaviors outlined in this policy.

V. **STUDENT RESPONSIBILITIES**

All students have the responsibility:

A. To know and obey all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school’s property and the property of others;
K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VI. STUDENT RIGHTS

A. All students have the right to an education and the right to learn.

B. Students have the right to be safe and free from threatening situations on school property, at school activities, and in District vehicles.

VII. UNACCEPTABLE BEHAVIOR AND STUDENT DISCIPLINE

A. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also means a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events.

B. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the District does not represent that it will provide supervision or assume liability at these locations and events.

C. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the District or the safety or welfare of the student, other students, or employees. In addition, this policy applies to student conduct that has a nexus to school property or the school environment, including use of social media and other electronic communication.

D. The following are examples of areas of unacceptable behavior subject to disciplinary action by the District. Definitions of each are included in the administrative procedures associated with this policy. Unacceptable behavior may also include violation of any local, state, or federal law. These examples are not intended to be an exhaustive list. Any student who engages in any of these activities shall be subject to discipline in accordance with this policy and applicable procedures.

1. Abuse: Verbal, written or otherwise expressed

2. Academic Dishonesty
3. Alarm (False)
4. Alcohol: Intent to sell, give or share, possession or use
5. Ammunition, mace or pepper gas possession
6. Arson
7. Assault: Aggravated, physical, verbal, written, or otherwise expressed
8. Attendance issues
9. Attire
10. Bodily Harm; Inflicting
11. Bullying
12. Burglary
13. Chemicals: Intent to sell, give, or share; or under the influence, attempted possessions, or use
14. Communication Devices
15. Cyber-bullying
16. Damage of or Tampering of Property (Vandalism)
17. Distribution or possession of literature, video, pictures, or otherwise unauthorized materials
18. Driving: Careless or reckless
19. Explosives, Possession and/or use
20. False Threat, Bomb or Other Act of Violence
21. False Fire Alarm: or tampering with or interference with any fire alarm system;
22. Falsifying, Altering or Tampering with Any Records
23. Fighting: Promoting/Instigating
24. Fire Extinguisher: Unauthorized Use
25. Fireworks: Possession or use of
26. Gambling
27. Gang or Cult Activity
28. Harassment
29. Hazing
30. Incendiary/Ignition Device Use or Fire
31. Insubordination
32. Interference, Disruption or Obstruction
33. Lewd Behavior
34. Nuisance and/or Recording Devices
35. Parking
36. Pornography
37. Propping, Rigging, or Disabling a Secure Door
38. Pushing, Shoving, and Scuffling
39. Records or Identification Falsification
40. Robbery or Extortion
41. Sexual Violence
42. Technology Related
43. Terroristic threats
44. Theft, or Knowingly Receiving or Possessing Stolen Property
45. Tobacco
46. Trespassing
47. Vehicle: Unauthorized Use
48. Weapon or Look-alike Weapon; Possession
49. Other acts: as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interfere
with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VIII. DISCIPLINARY ACTION OPTIONS

The District will utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the District. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with teacher, principal, counselor, or other District personnel, and verbal warning;

B. Confiscation by District personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact and/or conference;

D. Removal from class;

E. In-school suspension;

F. Suspension from extracurricular activities;

G. Detention or restriction of privileges;

H. Loss of school privileges;

I. In-school monitoring or revised class schedule;

J. Referral to in-school support services;

K. Referral to law enforcement or other appropriate authorities, community resources or an outside agency;

L. Financial restitution;

M. A request for a petition to be filed in district court for juvenile delinquency adjudication;

N. Out-of-school suspension under the Pupil Fair Dismissal Act;

O. Preparation of an admission or readmission plan;

P. YCAPP alternative to suspension

Q. Expulsion under the Pupil Fair Dismissal Act;
R. Exclusion under the Pupil Fair Dismissal Act; and/or

S. Other disciplinary action as deemed appropriate by the District.

IX. REMOVAL OF STUDENTS FROM CLASS

A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student’s parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student’s conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher’s ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one activity period or class period of instruction for a given course of study and shall not exceed five such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

B. If a student is removed from class more than ten times in a school year, the school district shall notify the parent or guardian of the student’s tenth removal from class and make reasonable attempts to convene a meeting with the student’s parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Procedures for the Removal of a Student From a Class

1. If a student is removed from class, the teacher, principal, or other District employee will complete a report describing the student’s behavior.

2. Teachers removing students from class are required to direct the student to the school office and verify his or her arrival as soon as practicable. Teachers will determine
whether a student needs to be accompanied to the office, and, if so, make the necessary arrangements.

3. The administrator may, at his/her option, assign the student to supervision in another area specially designated for this purpose.

4. The student will remain in the custody of the building administrator or his/her designee for the duration of the time prescribed.

5. Students removed for more than one class period will receive assignments from the teachers to enable the student to keep up with his/her class work.

D. Return of a Student to a Class from Which the Student was Removed

1. The student may return to class after a conference with the appropriate administrator, teacher, and/or the parent(s)/Guardian(s). At the time of this conference, a plan of action will be established.

2. Students removed from class will be required to examine and take measures to correct it.

E. Notification Procedures

1. Parents/guardians of students removed from class will be notified as soon as practicable of the rule violation that led to the removal, and any conditions for readmission.

Students with Disabilities; Special Provisions

(a) In cases involving students receiving special education services, appropriate special education staff will be notified of the removal to determine compliance with the student’s IEP and to determine whether further assessment or change in the student’s IEP is necessary.

(b) In cases involving students with suspected disability, the student assistance team or school counselor will be notified and the school’s pre-referral intervention process will be followed.

F. Devices for Detecting Chemical/Alcohol Use While on School Premises

1. Administration, with reasonable suspicion of student use of alcohol during the school day, and/or at school sponsored events, may implement or direct the use of a Passive Breath Alcohol Sensor Device to determine alcohol consumption.

2. Administration, with reasonable suspicion of student use of chemicals, may implement or direct the use of procedures allowed under law, to determine chemical use.
G. Procedures for Addressing Alcohol and/or Chemical Use or Abuse Problems of Students While on School Premises

1. The District has established a chemical/alcohol abuse pre-assessment team pursuant to Minnesota Statute 121A.26;

2. The District has established teacher reporting procedures to the chemical/alcohol abuse pre-assessment team, pursuant to Minnesota Statute 121A.29.

H. Procedures for Encouraging Early Detection of Behaviors Problems and Involvement of Parents/Guardians in Attempts to Improve a Student’s Behavior

1. During the enrollment process, schools will gather as much information from parent(s)/guardian(s) as possible to determine any pre-existing academic, behavioral, or attendance concerns.

2. School administrators will ensure the building is adequately supervised and that a system is in place for reporting behavior concerns, regardless of the time and day.

3. School administration will have a plan for reviewing attendance records on a regular basis and then act on the attendance concerns in accordance with the appropriate county truancy program.

4. Schools will establish a structure for teachers to discuss student behavior concerns that is clearly communicated and followed up by administration.

5. Schools must have a team including administration, counselors, the school nurse, and other staff as available to review student academic, attendance, behavior and social/emotional concerns.

6. Staff will intervene and support students early on as behavior concerns are surfacing.

7. Schools will work with chemical health support staff to assess student behavior and determine whether or not chemical issues are present.

8. In conjunction with the Special Education process, schools will have regularly scheduled meetings to consider whether students with academic, behavioral, or social/emotional concerns might need to be assessed for special education services.

9. A formal structure will be created to share information as students transition between schools and grades to assist in continuous support and intervention.

10. Schools will communicate with parent/guardian about academic progress and encourage parents/guardians to assist in identifying concerns.

X. DISMISSAL

A. Violations leading to suspension, based upon severity, may also be grounds for
actions leading to expulsion, and/or exclusion. A student may be dismissed on any of

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored or extracurricular activities;

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

B. Suspension Procedures

1. If a student’s total days of removal from school exceed ten cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student’s parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian’s expense. The purpose of this meeting is to attempt to determine the student’s need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

2. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of 15 days.

3. A child with a disability may be suspended. When a child with a disability has been suspended for more than five consecutive days or ten cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child’s IEP team, including at least one of the child’s teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child’s IEP. That meeting
must occur as soon as possible, but no more than ten days after the sixth consecutive day of suspension or the tenth cumulative day of suspension has elapsed.

4. The school administration will implement alternative educational services when the suspension exceeds five days. Alternative educational services may include, but are not limited to:

   a. Special tutoring;
   b. Modified curriculum, instruction, and other modifications or adaptations;
   c. Instruction through electronic media;
   d. Special education services as indicated by appropriate assessments;
   e. Homebound instruction;
   f. Supervised homework;
   g. Enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the student to progress toward meeting graduation standards.

5. The school administration shall have an informal administrative conference with the student who is suspended. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student’s version of the facts. A separate administrative conference is required for each period of suspension.

6. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, implement alternatives to suspension, including but not limited to:

   a. Strongly encouraging a parent or guardian of the student to attend school with the student for one day;
   b. Petitioning the juvenile court that the student is in need of services.

7. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take
effect, and upon the student’s parent or guardian by mail within 48 hours of the conference.

8. The school administration shall make reasonable efforts to notify the student’s parent or guardian of the suspension by telephone as soon as possible. In the event that the student’s parent or guardian is not available for notification of the suspension at the time of the suspension, the student will remain in the school building for the remainder of the school day at a location or locations designated by the principal or his/her designee.

9. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student’s parent or guardian within 48 hours of the suspension. Service by mail shall be complete upon mailing.

10. Notwithstanding the foregoing provisions, the student may be suspended pending the school board’s decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five days.

C. Expulsion and Exclusion Procedures

1. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.

2. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

3. The student and parent or guardian shall be provided written notice of the school district’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain the components required by the Minnesota Pupil Dismissal Act.

4. The hearing on a proposed expulsion shall be scheduled within ten days of the service of the written notice unless an extension, not to exceed five days, is requested for good cause by the school district, student, parent, or guardian.

5. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

6. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

7. The student shall have a right to a representative of the student’s own choosing, including legal counsel, at the student’s sole expense. The school district shall
advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

8. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student or the parent or guardian providing them with access to and/or copies of the student’s records.

9. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

10. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

11. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

12. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

13. The student cannot be compelled to testify in the dismissal proceedings.

14. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two days after the close of the hearing.

15. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer’s findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

16. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within 21 calendar days of school board
The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within 30 days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student’s age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

Whenever a student fails to return to school within ten school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student’s right to attend and to be reinstated in the school district.

XI. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student’s behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student’s behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XII. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within 30 days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student’s age, grade, gender, race, and special education status.

XII. STUDENT DISCIPLINE RECORDS

Complete and accurate student discipline records will be maintained. The collection, dissemination, and maintenance of student discipline records and information shall be consistent with applicable school district policies and federal and state law.
XIII. STUDENTS WITH A DISABILITY

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student’s IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child’s IEP team and the child’s parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child’s behavior was (i) caused by or had a direct and substantial relationship to the child’s disability and (ii) whether the child’s conduct was a direct result of a failure to implement the child’s IEP.

If the student’s educational program is appropriate and the behavior is not a manifestation of the student’s disability, the school district will proceed with discipline, up to and including expulsion, unless the student’s educational program provides otherwise.

If the team determines that the behavior subject to discipline is a manifestation of the student’s disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student’s disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XIV. OPEN ENROLLED STUDENTS

The District may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student’s case has been referred to juvenile court.

The District may terminate the enrollment of a nonresident student over the age of 17 enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

The District will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this Discipline Policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy is available, upon request, in each principal’s office.

XVI. REVIEW OF POLICY
A committee shall convene annually to review this policy for effectiveness as prescribed by law. The committee will include principal, parent, student, and staff representatives. Recommended changes shall be submitted to the Board of Education for consideration.
# STUDENTS

<table>
<thead>
<tr>
<th>POLICY TITLE</th>
<th>POLICY NUMBER</th>
<th>ADOPTED</th>
<th>REVIEW FREQUENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Attendance</td>
<td>503</td>
<td>Adopted: 11-29-2018</td>
<td>Annually</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reviewed: 04-25-2019</td>
<td></td>
</tr>
</tbody>
</table>

## I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

## II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. **Student’s Responsibility**

   It is the student’s right to be in school. It is also the student’s responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student’s responsibility to request any missed assignments due to an absence.

2. **Parent or Guardian’s Responsibility**

   It is the responsibility of the student’s parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. **Teacher’s Responsibility**

   It is the teacher’s responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher’s responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher’s responsibility to provide
any student who has been absent with any missed assignments upon request. Finally, it is the teacher’s responsibility to work cooperatively with the student’s parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator’s Responsibility

   a. It is the administrator’s responsibility to require students to attend all assigned classes and study halls. It is also the administrator’s responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day’s absences stating the status of each. Finally, it is the administrator’s responsibility to inform the student’s parent or guardian of the student’s attendance and to work cooperatively with them and the student to solve attendance problems.

   b. In accordance with the Minnesota Compulsory Instruction Law, Minn. Stat. § 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

   Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

   a. To be considered an excused absence, the student’s parent or legal guardian may be asked to verify, in writing, the reason for the student’s absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.

   b. The following reasons shall be sufficient to constitute excused absences:

      (1) Parent verified illness. (up to 3 consecutive days or 8 total per year)

      (2) Doctor verified illness. (up to 3 consecutive days or 8 total per year)

      (3) Family emergencies or serious illness in the family. (up to 3 days per year)

      (4) A death or funeral in the student’s immediate family or of a close friend or relative. (up to 4 days per year)
(5) Family vacation with advanced notice (up to 5 days per year)

(6) A student’s condition that required ongoing treatment for any health related issue (physical or mental) with a note from provider.

(7) Medical, dental or orthodontic treatment or counseling appointment.

(8) Court appearances occasioned by family or personal action.

(9) Religious instruction or holiday with advanced notice.

(10) Physical emergency conditions such as fire, flood, storm, etc.

(11) Serving a suspension.

(12) Active duty in any military branch of the United States.

(13) School bus arrived late

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Work missed because of absence must be made up within 2 days from the date of the student’s return to school. Any work not completed within this period shall result in “no credit” for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

All absences and tardies are unexcused by default. Students and families have 48 hours from the time a student returns to school to contact the school or produce a letter, note, or any documentation verifying a valid excuse reason in order to convert an unexcused code to an excused code. In cases of recurring unexcused absences, administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes. Students attending Stillwater Area Public Schools who attain 7 or more unexcused absences are considered a habitual truant and may be referred to the county attorney’s office.

3. Tardiness

Tardiness Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness. Students who accumulate multiple unexcused
III. DISSEMINATION OF POLICY

Copies of this policy shall be made available to all students and parents or guardians at the beginning of each school year. This policy shall be posted on the district website and also be available upon request in each principal’s office. Any updates to this policy will be posted on the district website.

IV. REQUIRED REPORTING

A. Continuing Truant

Minn. Stat. § 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minn. Stat. § 120A.22 and is absent from instruction in a school, as defined in Minn. Stat. § 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minn. Stat. § 260A.03 provides that the school attendance officer or other designated school official shall notify the student’s parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child’s absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minn. Stat. § 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minn. Stat. § 120A.34;

4. That this notification serves as the notification required by Minn. Stat. § 120A.34;

5. That alternative educational programs and services may be available in the child’s enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child’s truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minn. Stat. Ch. 260;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child’s driving privilege pursuant to Minn. Stat. § 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child’s parent or legal guardian to appropriate services and procedures, under Minn. Stat. Ch. 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 120A.34 (Violations; Penalties)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 260A.02 (Definitions)  
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)  
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
I. PURPOSE
The School Board believes that users should have an opportunity to access the Internet to facilitate learning, and for educational and personal growth in the use of technology, resource sharing, information gathering and communication skills. The use of the District technology system and access to use of the Internet is a privilege, not a right.

II. GENERAL STATEMENT OF POLICY

Access to the District technology system and to the Internet enables students and staff to explore thousands of libraries, databases, bulletin boards, and other global resources while exchanging messages with people around the world. The District expects that staff will blend thoughtful use of the school District technology system and the Internet throughout the curriculum and will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, as well as bullying awareness and response.

The value of access to information and interaction on the Internet far outweights the risk that users may procure material that is inconsistent with the educational goals of the District.

Users are expected to use Internet access through the District technology system to further educational and personal goals consistent with the mission and policies of the District. Uses which might be acceptable on a user’s private personal account on another system may not be acceptable on this limited purpose network.

III. NOTIFICATION / DISCLAIMER

A. Students will use the District technology system, resources and accounts to access the internet.

B. The District makes no warranties, expressed or implied, for the Internet access it is providing. The system is provided on an “as is, as available” basis.

C. The District will not be responsible for any damages users experience, including but not limited to, damage, loss or unavailability of data stored on or accessed through the district technology system or for delays or interruptions in service or misdeliveries or non-deliveries of information. Additionally, the district will not be responsible for the accuracy, nature or quality of information stored or gathered on the District technology system.

D. The District will not be responsible for personal property used to access the District technology system or networks.
E. The District will not be responsible for the setup or maintenance of personal property used for remote access to District technology devices, networks, or District provided Internet access.

F. The collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, are governed by the Minnesota Data Practices law and District policy Data Privacy Protection and Privacy of Pupil Specific Data Policy.

G. District policy and all its provisions and rules are subordinate to local, state and federal statutes.

G. The District will not be responsible for financial obligations incurred by users through district technology systems or the Internet. Parents/guardians must be aware that it is possible to purchase goods and services via the Internet.

IV. FILTERING TECHNOLOGY

A. The District will use various means to limit student and adult access to the Internet; however, these limits do not provide a foolproof means for enforcing the provisions of District policy and rules.

B. Filtering technology will be narrowly tailored and will not discriminate based on viewpoint.

C. The District will monitor online activities and employ technology protection measures during use of such technology devices by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;
2. Child pornography; or
3. Harmful to minors.

The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:

(a) taken as a whole and with respect to minors, appeals to an indecent interest in nudity, sex, or excretion; or

(b) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual or perverted act or sexual contact, or a lewd exhibition of the genitals; or

(c) taken as whole, lacks serious literary, artistic, political, or scientific value for minors.

D. Technology protection measures may be disabled by authorized personnel, to enable access for bona fide research or other lawful purposes.

V. ACCEPTABLE USE AND RESPONSIBILITY
A. Users exercising their privilege to use the Internet as a resource must take responsibility for their choices in accessing and viewing information, and creating and publishing content.

B. Guidelines for Internet and District Technology System Use

1. It is impossible to assure that District staff can continually monitor each learner; therefore, it is important to emphasize the need for each student’s cooperation to act responsibly. With Internet access, users join a community of millions of people who share a world of information resources. Since this community is not ruled by laws in the traditional sense, users of the district technology system and the Internet must abide by the following rules:

(a) Users will be courteous and respectful in their messages to others, using appropriate language. Language that is knowingly false, defamatory, harassing, assaultive, bullying, discriminatory, obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit is prohibited.

(b) Users will not use the District technology system to engage in any illegal act or violate any local, state or federal ordinance or law.

(c) Users will respect legal protection provided by copyright laws, software licensing and trademarks.

(d) The District-provided Internet access will not be used for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district, nor will it be used for political fundraising and lobbying, or religious proselytizing.

(e) Users are prohibited from attempting unauthorized access to the District technology system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the District technology system may not be encrypted without the permission of appropriate school authorities.

(f) By authorizing use of the District technology system, the District does not relinquish control over materials on the system or contained in files on the system. Users must be aware that they must expect only limited privacy in the contents of personal files on the District technology system. The District retains the right at any time to investigate or review the contents of any files and e-mail files. In addition, data and other materials in files maintained on the District technology system may be subject to review, disclosure or discovery under Minnesota Statutes, Chapter 13.

(g) Users will not use the District technology system or Internet to access, review, upload, download, store, print, post, receive, transmit or distribute:

i. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
ii. materials or information that includes language or images that are inappropriate in or disruptive to the education setting;

iii. materials that use language or images that advocate violence;

iv. materials that may constitute bullying, harassment or discrimination.

(h) Users will not use the District technology system or Internet to:

i. vandalize, damage, or disable property of another person or organization.

ii. Degrade or disrupt equipment, software, or system performance by spreading computer viruses or by other means;

iii. Tamper with, modify or change the District technology system software, hardware, or wiring;

iv. Take any action to violate the District’s technology security system, or use the system in such a way as to disrupt the use of other users.

2. Students

A. Students may use the District technology system for educational purposes consistent with the educational mission of the District.

B. For their safety, students will not send personal information about self or others, including but not limited to, home or school address, phone or credit card numbers or other personally identifiable information over the Internet.

C. Students who inadvertently access unacceptable material or an unacceptable Internet site should immediately report the situation to their classroom teacher or the building principal.

3. Staff

A. District-provided Internet access is limited to educational purposes consistent with the educational mission of the District except for incidental, occasional and brief personal use. Use of the Internet must not interfere with the conduct of school business and must be consistent with other District policies and rules.

B. Staff will be responsible for maintaining appropriate employee-student relationships at all times, even if communication is made through a user’s private personal account or personal system. Fraternization with students online in an unprofessional manner is prohibited.

C. Limitations on the uses of the District technology system described in District policy and rules apply to District employees regardless of whether students actually view or witness the offending materials or whether they could view or witness the offending materials.

1. Electronic mail is not private System administrators have access to all files stored on District-owned servers and may need to use this access without prior warning. District
employees should be aware that the District retains the right at any time to investigate or view the contents of their e-mail files.

2. Staff who inadvertently access unacceptable material or an unacceptable Internet site should immediately report the situation to their building principal or a district administrator.

VI. PARENT/GUARDIAN RIGHTS/RESPONSIBILITIES

A. The proper use of the District technology system and the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents/guardians and employees of the District. Outside of school, parents/guardians are responsible for monitoring their student’s use of the District technology system and of the Internet if the student is accessing the District technology system from home or a remote location.

B. Parents/guardians have the right at any time to investigate or review the contents of their child’s files and e-mail files and to request the termination of their child’s individual account at any time.

VII. CONSEQUENCES OF DISTRICT TECHNOLOGY SYSTEM /INTERNET MISUSE

A. Inappropriate or offensive content distributed electronically or posted to social media, regardless of whether it was done using the district technology system, may be investigated by school and District officials and, if warranted, may result in disciplinary action.

B. Students and/or staff engaging in unacceptable use of the Internet when off school District premises may be in violation of this policy as well as other District policies. If the District receives a report of unacceptable use originating from a non-district technology device or resource, the District may investigate such reports to the best of its ability. Students and staff may be subject to disciplinary action for such conduct.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or District policy or rules.

D. Evidence of illegal or prohibited activities may be disclosed to law enforcement authorities and civil or criminal liability under applicable laws may result. The District will cooperate fully with local, state or federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with District policies conducted through the District technology system.

1. Students

   (a) Inappropriate use may result in termination of the student’s access privileges and other consequences as described in the District’s Discipline Policy, including, but not limited to, payments for unauthorized financial obligations, damages or repairs.

   (b) Obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student’s parents/guardians. Inappropriate use may also result in suspension, expulsion or exclusion from school.
(c) Student use of Internet capabilities in a manner which violates any other school policy or procedure will be subject to additional consequences pursuant to the District and building disciplinary rules.

2. Staff

(a) Depending on the nature and degree of a violation of District policies and rules, unacceptable use of the District technology system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for financial obligations incurred, damages and repairs; discipline under other appropriate District policies or rules, including, but not limited to, a warning, reprimand, suspension with or without pay, or termination of employment; or civil or criminal liability under other applicable laws.

VIII. DISTRIBUTION AND ACKNOWLEDGEMENT OF POLICY TERMS AND CONDITIONS

A. Parents/Guardians and Students

1. Notification of this policy and the requirements herein will be provided to parents/guardians and students as part of the annual district handbook and on the District’s web page.

2. User agreement and acceptance of the terms and conditions of this policy will be accomplished through parental/guardian electronic acknowledgement via the District’s online registration process at the beginning of each school year.

B. Staff

1. Notification of this policy and the requirements herein will be provided to staff electronically as a part of the annual staff online policy review and on the District’s web page.

2. User agreement and acceptance of the terms and conditions of this policy will be accomplished as a part of the District’s annual staff online policy review process.

Legal References:

47 U.S. C. 254 Children’s Internet Protection Act (CIPA) of 2000
47 C.F.R. 54.520 FCC Rules Implementing CIPA
Minnesota Statutes 125B.15
Minnesota Statutes, Chapter 13
Action Item: Long-Range Facility Plan Facilitator
Meeting Date: April 25, 2019
Contact Person: Board Chair Ptacek

Summary:
At their March 7, 2019 business meeting the School Board directed the administration to advertise Request for Proposals for a facilitator for a Long-Range Facility Plan Facilitator.

Three firms submitted information and were interviewed at a work session on April 22.

The school board is expected to select a facilitator.

Recommendation:
A motion and a second to select a facilitator for the long-range plan will be requested.

Motion by: ____________________ Second by: ____________________ Vote: ____________________
Agenda Item: School Board Reports  
Meeting Date: April 25, 2019

Background:

A. Chairperson Report

B. Working Group Reports
   1. Community Engagement
   2. Finance and Operations
   3. Legislative
   4. Personnel
   5. Policy

C. Board Member Reports

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

Recommendation:
Board action is not required.
Agenda Item: Adjournment
Meeting Date: April 11, 2019
Contact Person: School Board Chair

Background:
The meeting must be adjourned formally.