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
There will be no introductory items for this meeting.
VIII. Open Forum
IX. Consent Agenda
A. Minutes of May 23, 2019, 2019 School Board Meeting
B. Disbursement Register May 25 – June 14, 2019
C. Human Resources Personnel Report
D. Malloy, Montague, Karnowski, Radosevich & Co., P.A. Letter of Engagement
E. 2019 District 834 Census
X. Reports
A. Q-Comp Annual Report – Ms. Van Klei
B. 2019 Legislative Update – Dr. McDowell and/or Ms. Hoheisel
C. Second Reading: Wellness Policy – Policy Working Group
D. Governmental Accounting Standards Board Statement 84 – Ms. Hoheisel
XI. Action Items
A. Bullying Prohibition Policy – Policy Working Group
B. Community Education Assistants Wage Increase – Ms. Sallman
C. Postpone Attendance Area Assignment – Ms. Hoheisel
D. Nutrition Services Costs – Ms. Hoheisel
E. Security Services – Ms. Hoheisel
F. Trash and Recycling – Ms. Hoheisel
G. Tennis Courts - Ms. Hoheisel
H. Long-Term Facility Maintenance 10-year Plan – Ms. Hoheisel
I. Northeast Metro 916 Long-Term Facility Maintenance Plan – Ms. Hoheisel
J. Other Post-Employment Benefits (OPEB) Levy - Ms. Hoheisel
K. City of Oak Park Heights Parking Permission – Ms. Hoheisel
L. Stagecoach Lease Extension – Ms. Hoheisel
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: June 13, 2019

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.
Agenda Item: Roll Call
Meeting Date: June 13, 2019

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

Board Members

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

Denise Pontrelli, Superintendent of Schools (ex-officio)

Khuluc Yang, Student Representative for 2019-2020
Elise Riniker, Student Representative for 2019-2020

Recommendation:
Board action is not required.
Agenda Item: Pledge of Allegiance
Meeting Date: June 13, 2019

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**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.

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**Recommendation:**
Board action is not required.
Agenda Item: District Mission and School Board Goals  
Meeting Date: June 13, 2019

**A School Board member will read the District Mission statement.**

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

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

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** Recommendation:**

Board action is not required.
Agenda Item: Approval of the Agenda
Meeting Date: June 13, 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: June 13, 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: Open Forum
Meeting Date: June 13, 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: June 13, 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 May 23, 2019, 2019
Contact Person: Sarah Stivland, Clerk or Barbara Proulx, Secretary
A copy of the Minutes is included for your review.

B. Disbursement Register May 25 – June 14, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
A copy of the register has been distributed to board members.

C. 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.

D. Malloy, Montague, Karnowski, Radosevich & Co., P.A. Letter of Engagement
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
This information was presented at the May 23, 2019 business meeting.
A copy of the letter is included for your review.

E. 2019 District 834 Census
Contact Person: Annette Sallman, Director of Community Education
An annual approval of the district census in necessary for funding of the community education programs.

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

Motion by: ___________________ Seconded by: ___________________ Vote: ___________________
I. Call to Order: The meeting was called to order at 6:03 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: The Student Representatives led the Pledge of Allegiance.

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

V. Approval of the Agenda
Motion to approve the agenda by Member Stivland; Second by: Member Pearson, Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

VI. Superintendent’s Report
Superintendent Pontrelli reported on:
- Congratulated the District's Retirees
- Preschool Graduation at Andersen
- Latino Family Night
- Graduation is June 1st
- Distinguished Alumni dinner on May 31st

VII. Introductory Items
A. Student Report
Abudulaziz and Nikhil addressed the school board with some final remarks.

B. District Recognition
1. Superintendent Pontrelli recognized Nikhil Kumaran and Abdulaziz Mohamed and thanked them for their service on the school board and they introduced the Khuluc Yang student representative for the 2019-2020 school year. Elise Riniker wasn’t able to make it tonight due to a conference track meet.

VIII. Open Forum
1. Ben Davis, expressed frustration in the board’s timing of the transportation terminal and its cost to the general fund.
3. Sharonne Kumaran, expressed displeasure with the board and the treatment of the student board members.
4. Surri Kumaran, finished his wife’s comments about the lack of diversity in the Long-range facility task force.
5. Erin Mathaus, 4265 Kirwood Lane, spoke of the importance of the transition program, the meeting space at Oak Park, and thanked the board for the Polar Vortex pay for paraprofessionals.
6. Jim Franklin, questioned why the board didn’t respond to the questions last week, questioned why the board evaluation is 3 pages long and the superintendent evaluation is 10 pages long, questioned why the board is unprepared for meetings, stated the Thoughtexchange results reflected unfavorably towards the board.

7. Paula O’Loughlin, 2998 Jonquil Trail N, LE, spoke thanked the student board representatives for their service, welcomed the new student representative to the board, and encouraged the board to encourage student voice.

8. Dianne Polasik, 14420 94th Street, spoke of the obvious mistrust the board has for the administration.

IX. Consent Agenda
A. Minutes of May 9, 2019 School Board Meeting
B. Disbursement Register May 11-24, 2019
C. Accept Gifts and Donations April 2019
D. Human Resources Personnel Report
E. Field Trip: For 1 advisor and 2 students to attend the SkillsUSA National Conference and Skills Championship in Louisville, KY June 24 – 29, 2019
F. SAHS Dust Collection Replacement System
The cost of the dust collector was estimated to be $40,000. The District has a quote from Synergic Industrial for a replacement dust collector for $33,513.00 and a return air filter with fire damper for $4,230.42. We have additional proposals from George Siegfried Construction Company for $2,475 to install a concrete pad for the unit and Loesch Sheet Metal for $10,940 to set the unit and connect to the existing interior vacuum duct work.

Motion by: Member Pearson to accept and approve; Second by: Member Burns; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

X. Reports
A. Wellness Presentation
As part of the Wellness Policy Annual Review, our Stillwater Health Advisory Council, Wellness Champions and Washington County Public Health have partnered to assess the implementation of our Wellness policy. A report prepared by Tehout Selameab, Arcadia Research and Evaluation, with quantitative data from the staff survey was shared.

B. First Reading: Wellness Policy
The Policy Working Group presented the policy for its first reading. A second reading of this policy will take place at the June 13, 2019 business meeting.

C. Third Reading: Bullying Prohibition Policy
The Policy Working Group presented the third reading of the Bullying Prohibition Policy. Action will be requested at a subsequent meeting.

D. Community Education Assistants Wage Increase
Ms. Sallman, director of community education reported that in order to attract and retain staff a wage increase is necessary. The increase would come from the Community Service fund, not the general fund. Action will be requested at the June 13, 2019 business meeting.

E. Nutrition Service Costs
Ms. Kristen Hoheisel provided information regarding the mandatory lunch price increase that becomes effective July 1, 2019. Administration recommends the price of elementary student breakfasts to be increased by ten cents. Elementary student lunches to be increased by fifteen cents. Middle school student lunches to be increased by five cents. High school student lunches to be increased by ten cents. Adult breakfasts and lunches to be increased by ten cents. The variation in our secondary buildings is due to the fact that middle school and elementary lunches are very similar, whereas the high school lunches get more food. Action will be requested at the June 13, 2019 business meeting.

F. Long-Term Facility Maintenance 10-year Plan
Ms. Hoheisel reported on the ten-year plan for the school year 2021. To qualify for a 2020 payable property tax levy, the 2021 Ten Year Plan must be adopted and submitted to the Department of Education. Board members will have the opportunity to discuss the list at their May 31, 2019 work session. Action will be requested at the June 13, 2019 business meeting.
G. Malloy, Montague, Karnowski, Radosevich & Co., P.A. Letter of Engagement
Ms. Hoheisel presented annual letter of engagement explaining the basic services performed for the annual audit. Action will be requested at the June 13, 2019 business meeting.

XI. Action Items
A. Read Well by Third Grade Plan
Ms. Latterell requested action on the Read Well By Third Plan. This plan is submitted to the Department of Education annually.
Motion by: Member Stivland; Second by: Member Pelletier; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

B. Superintendent Evaluation Instrument
The Personnel Working Group recommended approval of the instrument that they reported on at the May 9, business meeting.
Motion by: Member Stivland; Second by: Member Riehle; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

C. School Board Self-Evaluation Instrument
The Personnel Working Group recommended approval of the instrument that they reported on at the May 9, business meeting.
Motion by: Member Pelletier; Second by: Member Burns; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

D. Direct Administration to receive RFPs for Construction Manager for the Long-Range Plan
Ms. Pearson reported the representatives from Cuningham Group encouraged the School Board to hire a construction manager for the Long-Range Facility Plan. This directive is the first step in the process.
Motion by: Member Stivland; Second by: Member Weisberg; Vote: 5 ayes, 2 (Pelletier, Ptacek) nays, Motion carried. Motion by: Member Burns to specify in the RFP that review will be done by finance committee to bring recommendation to board; Second by: Member Stivland; Vote: 5 ayes, 2 (Pelletier, Ptacek) nays, Motion carried.

The board recessed from 8:40 – 8:50 p.m.

E. 2019-2020 Preliminary Budget
Executive Director Hoheisel requested approval of the 2019-2020 preliminary budget.

<table>
<thead>
<tr>
<th>FUND</th>
<th>2019-2020 Revenue Budget</th>
<th>2019-2020 Expenditure Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>111,535,775</td>
<td>112,964,436</td>
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<tr>
<td>Food Service</td>
<td>4,300,525</td>
<td>4,118,531</td>
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<tr>
<td>Community Service</td>
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<td>7,109,802</td>
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<tr>
<td>Sub-Total Operating Funds</td>
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<tr>
<td>Building Construction Fund</td>
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<td>1,278,516</td>
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<tr>
<td>Debt Service Fund</td>
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<td>10,113,258</td>
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<tr>
<td>Sub-Total Non-Operating Funds</td>
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<td>$11,391,774</td>
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<tr>
<td>Trust Fund</td>
<td>25,000</td>
<td>25,000</td>
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<tr>
<td>Total All Funds</td>
<td>$132,993,503</td>
<td>$135,609,543</td>
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</tbody>
</table>

Motion by: Member Pelletier to approve; Second by: Member Weisberg; Vote: 6 ayes, 1 (Stivland) nays, Motion carried.

F. 2019 Bus Facility Improvements
Ms. Hoheisel requested action on the improvements for the new transportation terminal in order to meet the requirements of the conditional use permit.
Motion by: Member Pearson; Second by: Member Pelletier; Vote: 5 ayes, 2 (Stivland, Weisberg) nays, Motion carried.

G. Stagecoach Property Lease Extension
Ms. Hoheisel requested approval of the extension of the lease which is necessary since the school board delayed action on the facility improvement of the district owned property.
Motion by: Member Pearson to table until June 13; Second by: Member Weisberg; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

H. Asbestos Abatement Projects for 2019 District Wide Renovations
Ms. Hoheisel requested approval of the projects for 2019.
The bids were awarded to:
ECCO Midwest for the amount of $37,450
Environmental Plant Services for the amount of $58,350
Motion by: Member Pelletier to approve; Second by: Member Burns; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

XII. Board Member Reports
A. Board Chair Report
1. Chair Ptacek reported on the latest legislative budget increase for public education.
B. Working Group Reports
1. Community Engagement – is meeting with Cunningham Group next Thursday; also working on Thoughtexchange.
2. Finance and Operations – next meeting is May 31 and will be held at Oak Park.
3. Legislative – Mr. Ptacek reported on the legislative session during his chair report. He attended the SEE meeting today.
AMSD meeting tomorrow 7:30. Say thanks to your legislators.
4. Personnel – Board self-evaluation will be sent out on Wednesday.
5. Policy
Board Member Reports
1. Ms. Pelletier attended a small part of the retirement dinner; attended Latino Family Night; Partnership Anniversary Event; attended Equity Alliance meeting last week, Local Mental Health Advisory Council meeting; Thank you staff and students!
2. Ms. Riehle attended the SEE meeting; special education graduation, touring LL next week
3. Ms. Weisberg attended a Q-Comp board meeting yesterday;
4. Ms. Pearson attended a 5th grade field trip; attended True Team meet last weekend; thanked the students and staff for a great year.
5. Mr. Burns congratulated SAHS student on the science and engineering recognition they received.
6. Mr. Ptacek thanked everyone that is here for their passion.

XIII. Adjournment
The meeting adjourned at 9:53 p.m.
Respectfully submitted, Sarah Stivland, school board clerk.
## PERSONNEL CHANGES: BOARD MEETING 6/13/19

### RETIREMENT/RESIGNATION/RELEASE

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
<th>ASSIGNMENT</th>
<th>GROUP</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banick, Amanda</td>
<td>Resignation</td>
<td>Assistant Girls Swim Coach Stillwater Area High School</td>
<td>Co-Curricular</td>
<td>June 3, 2019</td>
</tr>
<tr>
<td>Barre, Katie</td>
<td>Resignation</td>
<td>Link Crew Advisor - Shared Stillwater Area High School</td>
<td>Co-Curricular</td>
<td>May 13, 2019</td>
</tr>
<tr>
<td>Boxmeyer, Jennifer</td>
<td>Resignation</td>
<td>1.0 FTE Elementary Education Teacher Lily Lake Elementary</td>
<td>SCEA</td>
<td>June 3, 2019</td>
</tr>
<tr>
<td>Chase, Trisha</td>
<td>Resignation</td>
<td>Cafeteria, 5 hrs/day Stillwater Area High School</td>
<td>Cafeteria</td>
<td>May 31, 2019</td>
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<tr>
<td>Doudna, Brian</td>
<td>Resignation</td>
<td>1.0 FTE Immersion Teacher Lake Elmo Elementary</td>
<td>SCEA</td>
<td>June 30, 2019</td>
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<tr>
<td>Petersen, Jordan</td>
<td>Resignation</td>
<td>.75 FTE PE &amp; DAPE Teacher Andersen, Lake Elmo &amp; Rutherford Elementary</td>
<td>SCEA</td>
<td>June 3, 2019</td>
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<tr>
<td>Ryan, Michael</td>
<td>Resignation</td>
<td>1.0 FTE Social Studies Teacher Stillwater Middle School</td>
<td>SCEA</td>
<td>June 7, 2019</td>
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<tr>
<td>Seivert, Kelly</td>
<td>Retirement (19 years)</td>
<td>Administrative Assistant - Student Support Services, 8.0 hrs/day Oak Park</td>
<td>Tech Support</td>
<td>June 30, 2019</td>
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<td>Skogen, Rebecca</td>
<td>Resignation</td>
<td>Link Crew Advisor - Shared Stillwater Area High School</td>
<td>Co-Curricular</td>
<td>April 21, 2019</td>
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<tr>
<td>Theis, Shelby</td>
<td>Resignation</td>
<td>.85 FTE Art Teacher Afton-Lakeland, Lake Elmo &amp; Stonebridge Elementary</td>
<td>SCEA</td>
<td>June 3, 2019</td>
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<td>Williams, Ashley</td>
<td>Resignation</td>
<td>Cafeteria, 4 hrs/day Oak-Land Middle School</td>
<td>Cafeteria</td>
<td>May 31, 2019</td>
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### HIRES/REHIRES

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<th>NAME</th>
<th>ASSIGNMENT</th>
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<th>REASON</th>
<th>GROUP</th>
<th>EFFECTIVE DATE</th>
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<tr>
<td>Ackerson, Mikeala</td>
<td>Community Education Assistant, 6.0 hrs/day Brookview Elementary</td>
<td>$13.41 / hour</td>
<td>Summer Staffing</td>
<td>CE Leads &amp; Assistants</td>
<td>June 3, 2019 - August 16, 2019</td>
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<tr>
<td>Alfaro-Carrillo, Karen</td>
<td>Community Education Aide, 5.0 hrs/day Brookview Elementary</td>
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<td>June 3, 2019 - August 16, 2019</td>
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<tr>
<td>Anderson, Abigail</td>
<td>Community Education Casual District Wide</td>
<td>$12.00 / hour</td>
<td>Casual</td>
<td>Casual</td>
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<tr>
<td>Anderson, Matthew</td>
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<td>Aschenbrener, Brooke</td>
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<td>Casual</td>
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<td>Backlund, Elizabeth</td>
<td>Community Education Assistant, 3.9 hrs/day Rutherford Elementary</td>
<td>$13.61 / hour</td>
<td>Summer Staffing</td>
<td>CE Leads &amp; Assistants</td>
<td>June 3, 2019 - August 16, 2019</td>
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<tr>
<td>Bergman, Madison</td>
<td>Community Education Assistant, 5.5 hrs/day Rutherford Elementary</td>
<td>$13.41 / hour</td>
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<tr>
<td>Bernstrom, Andy</td>
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<td>June 3, 2019 - August 16, 2019</td>
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<td>Bertzyk-Otten, Christina</td>
<td>Paraprofessional, 6 hrs/day Rutherford Elementary</td>
<td>$16.50 / hour</td>
<td>2019-2020 Staffing</td>
<td>SCPA</td>
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<td>Bruggers, Payton</td>
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<td>Burgess, Kaitlyn</td>
<td>Community Education Assistant, 6.5 hrs/day Brookview Elementary</td>
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<td>Cady, Cheyenne</td>
<td>Community Education Assistant, 4.5 hrs/day Rutherford Elementary</td>
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<td>CE Leads &amp; Assistants</td>
<td>June 3, 2019 - August 16, 2019</td>
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<td>Celski, Ryan</td>
<td>Community Education Assistant, 6.5 hrs/day Rutherford Elementary</td>
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<td>Casual</td>
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<td>Hours/Day</td>
<td>Rate</td>
<td>Department</td>
<td>Start Date</td>
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<td>$15.00</td>
<td>Casual</td>
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<td>Engbrechtson, Casey</td>
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### ASSIGNMENT CHANGES

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### ADDITIONAL ASSIGNMENTS

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<td>CE Leads &amp; Assistants</td>
</tr>
<tr>
<td>Schmidt, Heather</td>
<td>Community Education Assistant, 8.0 hrs/day</td>
<td>Rutherford Elementary</td>
<td>Summer Staffing</td>
<td>CE Leads &amp; Assistants</td>
</tr>
</tbody>
</table>
Consent Agenda Item: Malloy, Montague, Karnowski, Radosevich & Co., P.A.
Meeting Date: June 13, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

**Summary:**
Ms. Kristen Hoheisel presented Malloy, Montague, Karnowski, Radosevich & Co., P.A. engagement letter explaining the basic services they will perform in conjunction with our upcoming audit at the May 23, 2019 board business meeting.

Administration recommends that the board approves the engagement letter with Malloy, Montague, Karnowski, Radosevich & Co., P.A. for the 2018-19 audit.

A copy of the engagement letter was previously provided

**Recommendation:**
Approval of the Consent Agenda will be requested.
May 6, 2019

Ms. Lynne Ritzer  
Supervisor of Financial Services  
Independent School District No. 834  
1875 South Greeley Street  
Stillwater, MN  55082  

Dear Ms. Ritzer:

I have enclosed one copy of an engagement letter which explains and confirms the basic services which we expect to perform in conjunction with your upcoming audit.

Also enclosed is a copy of our most recent peer review report.

Assuming the engagement letter adequately describes those services you desire, please sign both copies, return one copy to our office, and keep the other copy for your files.

Please do not hesitate to contact me if you believe the engagement letter should be modified or if you have any questions.

Sincerely,

MALLOY, MONTAGUE, KARNOWSKI, RADOSEVICH & CO., P.A.

Aaron J. Nielsen, CPA  
Principal

AJN: wls

Enclosures
May 6, 2019

To the School Board and Management of
Independent School District No. 834
1875 South Greeley Street
Stillwater, MN 55082

Dear School Board Members and Management:

We are pleased to confirm our understanding of the services we are to provide Independent School District No. 834 (the District) for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the District as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the District’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

1) MD&A
2) GASB-required supplementary pension and other post-employment benefits information (as needed)

We have also been engaged to report on supplementary information other than RSI that accompanies the District’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor’s report on the financial statements OR in a report combined with our auditor’s report on the financial statements:

1) Schedule of Expenditures of Federal Awards
2) Combining and individual fund statements and schedules
3) The Uniform Financial Accounting and Reporting Standards Compliance Table
The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor’s report will not provide an opinion or any assurance on that other information:

1) Introductory section
2) Statistical section

We will perform the required State Legal Compliance Audit conducted in accordance with auditing standards generally accepted in the United States of America and the provisions of the Legal Compliance Audit Guide, promulgated by the Office of the State Auditor pursuant to Minnesota Statutes § 6.65, and will include such tests of the accounting records and other procedures we consider necessary to enable us to conclude that, for the items tested, the District has complied with the material terms and conditions of applicable legal provisions.

Our services will also include an audit of the District’s extracurricular student activity accounts for the fiscal year ended June 30, 2019, conducted in accordance with auditing standards generally accepted in the United States of America and the provisions of the Manual for Activity Fund Accounting, promulgated by the Minnesota Department of Education.

We will also prepare a management report for the District’s School Board and administration. This report will communicate such things as our concerns regarding the accounting procedures or policies brought to our attention during our audit, along with recommendations for improvements. The report will also contain certain financial comparisons and analysis, and a summary of legislative activity affecting Minnesota schools.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District’s internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.
Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the School Board and management of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; Schedule of Expenditures of Federal Awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by auditing standards generally accepted in the United States of America.
Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under the American Institute of Certified Public Accountants (AICPA) professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Office of Management and Budget’s Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District’s major programs. The purpose of these procedures will be to express an opinion on the District’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, Schedule of Expenditures of Federal Awards, and related notes of the District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the preparation of the financial statements, Schedule of Expenditures of Federal Awards, and related notes of the District as previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.
Management Responsibilities

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance; (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management’s responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow-up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the scheduled time of our audit.
You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon OR make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal Awards no later than the date the Schedule of Expenditures of Federal Awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal Awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with accounting principles generally accepted in the United States of America; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, Schedule of Expenditures of Federal Awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, Schedule of Expenditures of Federal Awards, and related notes and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.
Engagement Administration, Fees, and Other

The assistance to be supplied by your personnel, including the preparation of schedules and analysis of accounts, typing all cash or other confirmations we request, and locating any documents selected by us for testing, will be discussed and coordinated with you.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to electronically submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors’ reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of MMKR personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit shortly after the end of the fiscal year and to issue our reports prior to the six-month reporting deadline. Aaron J. Nielsen, CPA, is the engagement principal and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.
In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The fees charged are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If we find that additional audit procedures are required, or if additional services are requested by the District, those services will be billed at our standard hourly rates. Additional audit procedures might be required for certain accounting issues or events such as new contractual agreements, new accounting and auditing standards, transactions and legal requirements of new bond issues, new funds, major capital projects, or if there is an indication of misappropriation or misuse of public funds, or if significant difficulties are encountered due to the lack of accounting records, incomplete records, or turnover in the District’s staff.

During the year, you might request additional services such as routine advice, assistance in implementing audit recommendations, review of your projections or budgets, and other similar projects. Independence standards allow us to perform these routine services; however, it is important that you understand that we are not allowed to make management decisions, perform management functions, nor can we audit our own work or provide nonaudit services that are significant to the subject matter of the audit.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Please be aware that e-mail is not a secure method of transmitting data. It can be intercepted, read, and possibly changed. Due to the large volume of e-mails sent daily, the likelihood of someone intercepting your e-mail is relatively small, but it does exist. We will communicate with you via e-mail, if you are willing to accept this risk.

To ensure that MMKR’s independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

If you intend to publish or otherwise reproduce the financial statements, such as in a bond statement, and make reference to our firm name, you agree to provide us with printers’ proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

If a dispute occurs related in any way to our services, our firm and the District agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve it. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator’s fees and expenses equally, but otherwise will bear our own attorney fees and costs of the mediation. Participation in such mediation shall be a condition to either of us initiating litigation. To allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute.
The mediation shall be confidential in all respects, as allowed or required by law, except that our final settlement positions at mediation shall be admissible in litigation solely to determine the identity of the prevailing party for purposes of the awarding of attorney fees.

We both recognize the importance of performing our obligations under this agreement in a timely way and fully cooperating with the other. In the event that either of us fails to timely perform or fully cooperate, the other party may, in its sole discretion, elect to suspend performance or terminate the agreement regardless of the prejudice to the other person. We agree we will give 10 days’ written notice of an intent to suspend or terminate, specifying the grounds for our decision, and will give the other an opportunity to cure the circumstances cited as grounds for that decision. In the event of suspension or termination, all fees and costs are immediately due on billing.

We agree that it is important that disputes be discussed and resolved promptly. For that reason, we agree that, notwithstanding any other statutes of limitations or court decisions concerning them, all claims either of us may have will be barred unless brought within one year of the date the complaining party first incurs any damage of any kind, whether discovered or not, related in any way to acts or omissions of the other party, whether or not the complaining party seeks recovery for that first damage and whether or not we have continued to maintain a business relationship after the first damage occurred. Notwithstanding anything in this letter to the contrary we agree that regardless of where the District is located, or where this agreement is physically signed, this agreement shall have been deemed to have been entered into at our office in Hennepin County, Minnesota, and Hennepin County shall be the exclusive venue and jurisdiction for resolving disputes related to this agreement. This agreement shall be interpreted and governed under the laws of Minnesota.

When requested, Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MALLOY, MONTAGUE, KARNOWSKI, RADOSEVICH & CO., P.A.

Aaron J. Nielsen, CPA
Principal

AJN:wls

Response:

This letter correctly sets forth the understanding of Independent School District No. 834.

By: ________________________________

Title: ______________________________

Date: ______________________________
Agenda Item IX. E.
Date Prepared: June 4, 2019
ISD 834 Board Meeting

Agenda Item: Consent Agenda
Meeting Date: June 13, 2019
Contact Person: Annette Sallman, Director of Community Education

Background:
Funding for Community Education programs is based on the school district population. It is to our benefit to update our population data annually. Working with the State Demographer, data has been secured to update the census count for the school district.

Certification of the updated census for Stillwater Area Public Schools to reflect the growing district population will be based on the State Demographer’s 2019 estimate for Stillwater Public School District #834 contained in the attached document. This updated estimate increases our school district population by 1,837 to a new total of 65,883. Once certified, this revised population total will be used to calculate per-capita levy and aid for the 2019-20 fiscal year.

Pursuant to Minnesota Statutes, a school district may submit revised population figures to the State Demographer’s office, and upon approval of the local Board of Education and the Demographer, receive appropriate per capita levy and aid revenue based on current district population. Minnesota law requires the school district through a Board of Education resolution, to adopt the new population figure in order to qualify for additional revenue. A School Board resolution updating the district census count is requested. The school district population figures will then be submitted to the State Demographer’s office along with the Board of Education resolution.

Attachments: Estimated School District 834 Population
Population Certification Resolution

Recommendation:

Board approval is requested.

Motion by: ____________________ Second by: ____________________ Vote: ____________________
Agenda Item IX. E.
Date Prepared: June 4, 2019
ISD 834 Board Meeting

Agenda Item: Consent Agenda
Meeting Date: June 13, 2019
Contact Person: Annette Sallman, Director of Community Education

Population Certification Resolution

Be it Resolved by the School Board of Independent School District 834 that the 2019 estimated population of the School District be set at 65,883. This figure will be submitted to the State Demographer for use in all appropriate funding formulas.

Mike Ptacek, Board Chair

Sarah Stivland, Board Clerk
June 3, 2019

Ms. Annette Sallman, Director of Community Education and Community Relations
Stillwater Area Public Schools
1875 Greely Street South
Stillwater, MN 55082

Dear Ms. Sallman:

My 2019 estimate for Stillwater Public School District #843 is 65,883. If you and your school board decide to go with this 2019 estimate, the State Demographer will certify it and pass it on to the Department of Education. In this case, I would need a copy of your school board’s resolution which must be passed some time before June 30, 2019. This round of updates will affect the 2020 levy cycle. If you do not submit an update this year, your census number will remain at 64,046 from the last certification in 2017.

Please let me know if you or your school board have any questions. My phone number is 651-201-2461.

Sincerely,

Megan Elizabeth Dayton
Minnesota State Demographic Center
658 Cedar St.
Centennial Office Building, Room 300
St. Paul, MN 55155
megan.dayton@state.mn.us
Report for Action: Q-Comp Update
Meeting Date: June 13, 2019
Contact Person: Deb VanKlei, QComp Coordinator

Summary:

Ms. VanKlei will provide an update on the Q-Comp work that took place during the 2018-19 school year.

Recommendation:

This is a report for information. Action will not be requested.
Q-Comp Update

Presented to the School Board
June 13, 2019

Q-Comp History

2016-17: Year One
2017-18: Year Two
2018-19: Year Three
The 4 Q-Comp Components

1. Career Ladder
   - Instructional Coach
   - Mentor
   - Site Professional Development Consultant
   - Special Education Site Consultant

2. Job-Embedded Professional Development
   - Professional Development Communities
   - Identify, Learn, Grow

3. Teacher Development Evaluation Plan (TDEP)
   - Goal Setting (District, Site, Individual)
   - Peer Review
   - Observation/Evaluation
   - Reflection

4. Performance Pay

Stillwater Q-Comp Purpose

1. Improve instructional practices
2. Improve student learning
3. Improve trust and partnership between employees and administration
4. Provide additional professional opportunities and compensation

Source: Q Comp Plan Guiding Document
Sharing their story...

Gathering Feedback

1. Survey of SCEA members - Spring 2019
   - 351 responses (63.7%)
2. Focus groups - Spring 2019
   - Probationary staff
   - Continuing Contract staff
   - Career ladder groups
What We Are Doing Well

1. Individual student achievement goals
2. Literacy professional development
3. Intercultural Coaching professional development
4. Instructional Coaching support
5. 5D+ rubric to provide clarity during observation/evaluation

Opportunities To Grow

1. Provide mentors for probationary staff in years 1, 2, and 3
2. Provide meaning and connection for our Special Education staff, Specialists, non-classroom staff with goals, District Wide Professional Development (DWPD)
3. Professional Learning Communities (PLC) support and direction
4. Continue development of Special Education Site Coaches and Site Professional Development Consultants
Our Focus for 2019-20

1. Create a plan for meaningful professional learning opportunities for Special Education, Specialist and Licensed staff
2. Meet with stakeholders to continue the improvement of the TDEP process to create meaningful professional learning and timely feedback for staff
3. Continue development of the Mentor Program
4. Improve communication to staff about the Q-Comp program
Consent Agenda Item: 2019 Minnesota Legislative Review
Meeting Date: June 13, 2019
Contact Person: Dr. Bob McDowell and/or Ms. Kristen Hoheisel

Background:

Dr. McDowell and Ms. Hoheisel will report on the highlights from the 2019 MN Legislative Session and the potential impact to district finances, staff and students.

Recommendation:

This is a report for information, action will not be requested.
2019 Legislative Review
Presented to the School Board
June 13, 2019

Purpose of Presentation

- Review financial highlights of E-12 education and tax bills
- Discuss anticipated financial impact for our district
- Review highlights and policy impact for our district
Financial Legislative Highlights

- **General Education Formula**
  - Increase of 2% and 2% in years 1 and 2

- **QComp aid prorated at 98.8% for FY19**
  - Without levy we will receive less revenue

- **Special Education/Cross Subsidy**
  - New minimum aid amount
  - Cross subsidy reduction aid (2.6% of unreimbursed costs for 2020 and 6.4% for 2021)
  - Reduces the portion of unreimbursed special ed costs billed back to the district of residence (90%, 85%, 80%)
  - Excludes cross subsidy reduction aid for the calculation of special education aid adjustments to the resident school district.

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Financial Legislative Highlights

- **Preserves full funding to continue the Voluntary Pre-K seats for two more years**

- **Modifies Local Optional Revenue (LOR) so that revenue no longer needs to be factored into a district’s referendum revenue question.**
  - $300 board approved applied to LOR

- **One-time safe schools supplemental aid - contingent upon the State having a surplus at the end of the year**
  - Magic number for surplus is $63 million
  - Approximately $34.70 per FY18 AADM if the full $30 million is appropriated
  - Aid is available October 1, 2019 for FY2020
Policy Highlights – Education Excellence

- Textbooks
- P-TECH schools
- Dyslexia
- Civics
- PSEO
- Special Education
- Mental Health

- Lead testing
- Energy use reduction reporting
- Extracurricular Activities - GASB 84

Questions?
Report for Information: Second Reading: Wellness Policy
Meeting Date: June 13, 2019
Contact Person: Policy Working Group

Summary:
The policy working will present policy number 533 Wellness Policy for its second reading.

Recommendation:
This is a report for action. A second reading of the policy is scheduled for the June 13, 2019 business meeting. Action is anticipated to be taken at the June 27, 2019 business meeting.
I. PURPOSE
The School District is committed to providing a healthy school environment and culture that promotes and protects student health, well-being, and opportunity to achieve and thrive by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

The School District has a responsibility to foster a learning environment that encourages students to maintain lifelong healthy eating habits, and physical, social and emotional health.

Children need daily access to healthy foods and opportunities to be physically active in order to learn, grow, and thrive. All students in Early Childhood through Transitions will have opportunities, support, and encouragement to be physically active and eat healthy on a regular basis.

III. GOALS

Through district curriculum and community partnerships, students will learn that nutrition, health, and physical education are essential components of the educational process leading to lifelong habits of healthy eating and physical activity.

A. Physical Education

Through district curriculum, the School District will:

1. Educate students and families to recognize that physical education is an essential component of the educational process and that good health fosters academic achievement.

2. Provide opportunities to strengthen the skills and knowledge needed to maintain a healthy lifestyle through the district’s physical education and health curricula.

3. Provide a developmentally appropriate individual, goal driven, fitness plan to include ongoing evaluations of current fitness and health levels, aligned with national and state standards.

B. Physical Activity

Through district curriculum, the School District will:
1. Provide adequate opportunities to all students Early Childhood through Transitions to be physically active during the school day to contribute to the recommended goal of 60 minutes of physical activity each day.
   a. Incorporate opportunities for physical activities into other subject lessons and between lessons or classes, as appropriate.

2. Understanding the importance of physical activity in a child’s ability to focus and learn in the classroom, school personnel are encouraged to use physical activity as a reward for good behavior.
   a. School personnel will not withhold participation in recess or physical education as a punishment for lack of work completion, unless mutually agreed to by the parent/guardian.
   b. School personnel will not use physical activity as a punishment (running laps, push-ups, etc.)

IV. HEALTH AND NUTRITION EDUCATION

Through district curriculum, the School District will:

1. Provide nutrition education that follows national and state standards and focuses on understanding the relationship between personal behavior, individual health, and the impact of food choices.
   a. Teachers will incorporate nutritional information into subject lessons where appropriate.
   b. Food will not be used as a reward or punishment for academic performance or behavior.
   c. Proper nutrition and physical activity will be used as a tool to enhance academic behavior and performance.

2. School-based Activities
   a. The District will support and promote physical activities for students and families through a broad range of before and after school activities, intramurals, summer activities, community education offerings, co-curricular activities, and physical education offerings.
   b. The District will support the use of district facilities for physical activities by students, staff, and the community, outside the normal school day, consistent with the Community Education Facilities Use Guidelines.
   c. The District will support school and community partnerships that encourage physical and emotional health.
d. The District will support the use of USDA Child Nutrition Standards for fund-raising efforts held outside the school day.

3. Nutrition Promotion

a. The District will support students in the development of healthy eating habits both during and outside the school day.

b. The District will support families’ efforts to provide healthy food choices for children and will share information about healthy food choices in school and suggestions for home.

c. Schools will utilize competitive pricing, signage, product placement and promotional strategies to let students know which items are healthy, such as salads and fruit, and to encourage these healthy food choice consistent with USDA Child Nutrition Standards.

V. NUTRITION GUIDELINES

A. USDA Child Nutrition Standards apply to all foods and beverages available at each school during the school day with the objectives of promoting student health and reducing childhood obesity.

B. The School District will strive to eliminate students’ access to unhealthy foods and beverages on school grounds.

C. Food and beverages will not be part of classroom celebrations and student birthday recognition events. Caution will be exercised when offering foods and materials that may cause allergic reactions.

1. All foods and beverages provided to and/or made available to students on campus during the school day will comply with USDA Child Nutrition Standards (including, but not limited to, food and beverages sold in à la carte, concessions, school stores, vending, beverage contracts, and other instances where food or beverages are provided or sold).

2. No home prepared food may be provided, or sold to students. All foods sold or provided to students must be prepared in licensed commercial kitchens or facilities and labeled with nutrition and ingredient statements.

3. To the extent possible, the District will ensure that all students have access to adequate time for school meals.

D. The District will provide students access to hand washing or hand sanitizing before they eat meals or snacks.

E. The District will encourage compliance with USDA Child Nutrition Standards for foods made available on campus outside the school day (including, but not limited to, concessions, school stores, vending, beverage contracts, and other instances where food or beverages are provided or sold).
VI. IMPLEMENTING AND MONITORING

The Superintendent, or designee, will ensure compliance with the wellness policy and will prepare an annual report. Such report shall include, at a minimum:

1. The extent to which schools are in compliance with the local wellness policy
2. The progress made toward attaining the goals of the wellness policy
3. The extent to which the local wellness policy compares to model local wellness policies.

A. The District will engage families to solicit input to meet district wellness goals through online communications and other communication formats.

   1. The District will inform and update the public, including parents, students, and others in the community about the content and implementation of the wellness policy, and the policy will be posted on the District’s website.

B. Training and Education

   1. On an annual basis, staff will be provided information and applicable training regarding this policy.

   2. Staff will be provided appropriate training and ongoing staff development regarding best practice as it relates to physical and health education, and the incorporation of physical activity and nutrition during the school day.

   3. Nutrition, health and physical education information and opportunities will be provided to parents through a variety of formats.

C. Review of Policy

1. A committee consisting of staff, parent/guardian, student, and community partner representatives shall confer annually to review this policy for effectiveness and consistency with law. Recommended changes shall be submitted to the School Board for consideration.
Summary:
The 2019 Legislative session updated M.S. §123B.49, Extracurricular Activities; Insurance, to align with GASB 84. The changes are as follows:

- The Board must take control of student activities.
- School Districts must restrict revenue for student activities and spend the revenue only for student activities.
- There will be a restricted/reserved fund balance to ensure there is no impact on the Statutory Operating Debt (SOD) calculation.

Based upon this guidance, Minnesota School Districts will no longer be allowed to report student activities "not under board control”.

The attached Resolution is to move student extracurricular activities NOT under board control to under board control.

Recommendation:
This is a report for information. Action will be requested at the June 27, 2019 board business meeting.
The following resolution was moved by ___________ and seconded by ___________

RESOLUTION REGARDING BOARD CONTROL OF EXTRACURRICULAR ACTIVITIES

WHEREAS, Minnesota Session Laws 2019, 1st Special Session, CH. 11, Art. 1, Sec. 5 will require changes in the accounting for student activity funds and school boards must take charge of and control all student activities of the public schools in the district and that all money received or expended for extracurricular activities shall be recorded in the same manner as other revenues and expenditures of the district;

THEREFORE, BE IT RESOLVED, that the School Board of Independent School District No. 834, directs the district’s administration to implement the requirements of Minnesota Session Laws 2019, 1st Special Session, CH. 11, Art. 1, Sec. 5.

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly adopted.

By: ____________________________  By: ____________________________
    Chair                                Clerk
Report for Information: Final Reading: Bullying Prohibition Policy 514
Meeting Date: June 13, 2019
Contact Person: Policy Working Group

Summary:
The policy working will present policy number 514 Bullying Prohibition Policy for its final reading.

This version of the policy incorporates the MN Schools Boards Association (MSBA) formatting and was presented at the May 23, 2019 business meeting.

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

Motion by: ___________________ Second by: ___________________ Vote: _______________
I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student’s ability to learn and/or a teacher’s ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student’s act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district’s policies and procedures, including the school district’s discipline policy. The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. “Bullying” means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive
The term, “bullying,” specifically includes cyberbullying as defined in this policy.

B. “Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

C. “Immediately” means as soon as possible but no later than the next school day.

D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;

2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

E. “On school premises, on school district property, at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, 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 grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

F. “Prohibited conduct” means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
G. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.

H. “Student” means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.

C. The building principal, the principal’s designee, or the building supervisor (hereinafter the “building report taker”) is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant’s or reporter’s future employment, grades, work assignments, or educational or work environment.

G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district’s obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.

C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.

E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child’s individualized education program (IEP) team or Section 504
team, allow the child’s IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child’s disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance.

B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;

2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;

3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;

4. The incidence and nature of cyberbullying; and

5. Internet safety and cyberbullying.

C. The school district annually will provide education and information to students
regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students’ knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration may establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;

2. Partner with parents and other community members to develop and implement prevention and intervention programs;

3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;

4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools’ primary contact person;

5. Teach students to advocate for themselves and others;

6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations.

G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school
district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

VIII. NOTICE

A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.

E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district’s or a school’s website.

F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with principals, staff, students, and parents.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)
Report for Information: Community Education Assistants Wage Increase
Meeting Date: June 13, 2019
Contact Person: Annette Sallman, Director of Community Education and Community Relations

Report Purpose:
Addressing shortages of child care staff

Summary:
Ms. Sallman presented information on the hiring and retention of Community Education Leads and Assistants at the May 23, 2019 business and will request action on the proposed increase.

The demand for care in Adventure Club has exceeded our ability to secure staff, leaving 47 children on the waiting list all year (we started with 100). Without intervention, we believe this trend will continue. We propose increasing the community education assistant wages by $1.39/hour which will give us a starting wage of $15.00/hour in an effort to improve community education assistant hiring and retention rates which will reduce child care waiting lists. In an effort to maintain the current staffing structure, we would recommend also increasing the community education leads wages by $1.39/hour.

Recommendation:
A motion and a second to approve the wage increase will be requested.

Motion by: ___________________________ Second by: ___________________________ Vote: ___________________________
Action Items: Postpone Attendance Area Assignment  
Meeting Date: June 13, 2019  
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations  
Action Timeline: June 13, 2019  

Summary:  
Ms. Hoheisel presented information regarding the Manning Avenue road realignment (TH 5 to the CSAH 14/Manning Avenue) in our attendance area that is not assigned to an attendance zone at the April 25, 2019 board meeting.  

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:  
The identified area is not set to be developed in 2020-2030. The City of Lake Elmo expects development in the later portion of that decade.  

A motion and a second to postpone the Attendance Area Assignment as requested.  

Motion by: _____________________Seconded by: _____________________Vote: _______________
Action Items: Increase in Nutrition Service Costs  
Meeting Date: June 13, 2019  
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations  
Action Timeline: June 13, 2019

Summary:

Ms. Kristen Hoheisel presented increase in Nutrition Service Costs at the May 23, 2019 board business meeting.

According to USDA guidelines for SY 2019-20, SFAs which, on a weighted average, charged less than $2.85 for paid lunches in SY 2018-19 are required to adjust their weighted average lunch price or add non-Federal Funds to the non-profit school food service account. Therefore, we must increase the price by a minimum of ten cents for school year 2019-2020.

Current District lunch prices are $2.60 at the elementary and $2.90 at the secondary. The average cost per school lunch is $2.80/$3.02 in neighboring districts.

Administration recommends the price of elementary student breakfasts increase by ten cents. Elementary student lunches increase by fifteen cents. Middle school student lunches increase by five cents. High school student lunches increase by ten cents. Adult breakfasts and lunches increase by ten cents for the 2019-2020 school year. Meal prices will become effective July 1, 2019.

A copy of the Meal Price Comparison was previously provided

Recommendation:

A motion and a second to approve the Increase in Nutrition Service Costs for 2019-2020.

Motion by: ______________________ Seconded by: _______________________ Vote: _______________________
## MEAL PRICE COMPARISON 2019-2020

### Proposed Prices

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>ELEMENTARY</th>
<th>SECONDARY</th>
<th>ADULT</th>
<th>MILK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Brkfst</td>
<td>Increase</td>
<td>Lunch</td>
<td>Increase</td>
</tr>
<tr>
<td>Centennial</td>
<td>$2.40</td>
<td>$0.10</td>
<td>$3.20</td>
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<tr>
<td>Moundsview</td>
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<td>$0.00</td>
<td>$2.55</td>
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<tr>
<td>South Washington</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Stillwater/Mahtomedi</td>
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<tr>
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<td>$0.00</td>
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<tr>
<td>St. Anthony/New Brighton</td>
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<td>$2.75</td>
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<tr>
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<td><strong>$3.02</strong></td>
<td><strong>$2.28</strong></td>
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### MEAL PRICE COMPARISON 2018-2019

#### Current Prices

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<th>SECONDARY</th>
<th>ADULT</th>
<th>MILK</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Brkfst</td>
<td>Increase</td>
<td>Lunch</td>
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<td>$1.70</td>
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<tr>
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<td>$2.65</td>
<td>$1.70</td>
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<td>White Bear Lake</td>
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</tr>
<tr>
<td>St. Anthony/New Brighton</td>
<td>$2.00</td>
<td>$2.75</td>
<td>$2.15</td>
<td>$3.00</td>
</tr>
<tr>
<td><strong>Average</strong></td>
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<td><strong>$2.69</strong></td>
<td><strong>$1.81</strong></td>
<td><strong>$2.97</strong></td>
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</table>
Action Items: Whelan Security Company  
Meeting Date: June 13, 2019  
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations  
Action Timeline: June 13, 2019  

Summary:  
Stillwater Area Public School District sought proposals from interested security firms to provide security in the form of a security officer(s) at Stillwater Area High School for the 2019-2020 school year.  

Our current contract with Per Mar Security & Research Corporation is set to expire on August 28, 2019, at Stillwater Area High School.  

Administration recommends that the Board consider approving this agreement between Independent School District No. 834 and Whelan Security Company for the 2019-2020 school year.

Recommendation:  
A motion and a second to approve the Whelan Security Company agreement for 2019-2020.

Motion by: _____________________ Seconded by: _____________________ Vote: _____________________
SERVICE AGREEMENT

Stillwater Area High School, hereinafter referred to as the Client, and Whelan Security Co., hereinafter referred to as “Whelan Security” or “Whelan”, hereby mutually agree as follows:

PURPOSE: The purpose of this Agreement is to establish a continuing relationship that is cooperative in nature; to help provide the Client with a system of protection for its assets and employees against certain hazards.

APPOINTMENT: The Client hereby agrees to use Whelan Security’s services at the following location(s):

5701 Stillwater Blvd N, Oak Park Heights, MN 55082

DUTIES: Whelan Security will provide staffing for Client’s security needs, as determined by Client. Whelan Security will not be responsible for assessing or determining the security needs of the Client, and Whelan Security’s duties shall be limited to providing security personnel as and when requested by the Client pursuant to the terms of this Service Agreement.

SERVICE PERIOD: Service will commence on the 28th day of August, 2019, and will continue until terminated by either party upon thirty (30) days written notice.

COSTS: The Client agrees to pay Whelan Security for its services in accordance with the following rate structure for all hours worked by Whelan Security employees.

Security Officer Supervisor Hourly Bill Rate $23.21; Overtime Request Rate $34.82, Security Officer Full-time Hourly Bill Rate $21.79
Overtime Request Rate $32.68, Security Officer Part-time Hourly Rate $19.81; Overtime Request Rate $19.81

Any security officer electing Union medical benefits will be Direct Bill Costs, if applicable:

Any eligible, full-time direct billed monthly at the following rates: employee only: $580.53; employee plus child(ren) $764.51

All applicable sales and use taxes shall be added to each invoice (if applicable). One and one half the normal rate will be charged for any Client requested overtime or additional services (including schedule changes) with less than seventy-two (72) hours prior notice and any hours worked on the following major holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. A minimum charge of four (4) hours will be charged for any shifts with less than four (4) hours per shift.

Quotations are guaranteed subject to the sole exception of increases which will occur automatically and proportionately as wages, wage-related expenses and fringe benefits are increased as a result of or in response to (1) any increase in the applicable Federal and/or State minimum wage requirement (2) any increase in legally required employer contributions or payments (including, but not limited to, increases in the employer’s contribution for workmen’s compensation, unemployment compensation, and social security), (3) any increased costs related to the Patient Protection and Affordable Care Act (healthcare reform), or any other statutory increases. Notwithstanding the aforementioned, Whelan Security may, in its sole discretion, adjust the fees on an annual basis using the Consumer Price Index Inflationary rate.

TERMS: All proper invoices presented to the Client for services will be due and payable upon receipt. Any dispute or claim regarding the amount of an invoice or the underlying services rendered must be received by Whelan Security in writing from the Client within ten (10) days from the invoice date setting forth the nature of the dispute and including all supporting documentation, or such claim or dispute shall for all purposes be deemed waived by the Client.

If Client fails to pay within fifteen (15) days of receipt of any properly submitted invoice, Client hereby agrees to pay late charges at the rate of 1.5% per month on the unpaid balance computed from the due date. In the event that there shall be any default in payment under the terms of this Agreement, Whelan Security will be entitled to recover from the Client all of its cost of collection, including reasonable attorney’s fees.

Notwithstanding anything to the contrary, Whelan Security may terminate or suspend services at any time upon forty-eight (48) hour prior written notice to Client due to Client’s unreasonable failure to pay any monies due hereunder, or if at any time during the term of this Agreement there shall be filed by or against Client in any court, pursuant to any statute, a petition of bankruptcy, insolvency, reorganization, or the appointment of a receiver to receive all or a portion of the Client’s property. For purposes of this paragraph, time is

2019 Contract (Service Agreement) – Permanent & Long Term Temporary Services

Page 65
of the essence. In the event Whelan Security terminates or suspends service due to non-payment or bankruptcy, Client agrees to pay Whelan Security an amount equal to thirty (30) days average billing in addition to all other remedies and costs provided in this Agreement. Further, Whelan Security will not be responsible for any losses incurred as a result of the suspension of services. Client will assume responsibility for any such losses.

**SERVICE HOURS:** The hours of service are as defined by the Client. Upon acceptance by Whelan Security of the schedule, these hours will then be deemed normal. Normal hours can be changed immediately upon oral and written notice to Whelan Security. Any personal transfer will be at the sole discretion of Client, subject to Whelan Security's sole and absolute right as employer-at-will to discharge or remove any of its employees.

**INDEPENDENT CONTRACTOR:** Whelan Security is an independent contractor and neither Whelan Security nor its officers, agents, or employees are in law or in fact, employees of Client. Whelan Security assumes full responsibility for compliance with all applicable laws, ordinances, and regulations related to Whelan’s employees.

**FORCE MAJEURE:** Whelan Security shall not be liable to Client, its officers, directors, employees, agents, guests, invitees, or any third party, and to the fullest extent permitted by law, Client hereby releases Whelan Security, its stockholders, directors, officers, employees, and agents for any property loss, economic loss or personal injury (including death) resulting from Whelan Security’s delay in performing or failure to perform any service under this Agreement where such delay or failure is caused, in whole or in part, by any event beyond the reasonable control of Whelan Security, its employees and agents, including but not limited to any act of God, active shooter incident, pandemic outbreak, flood, windstorm, governmental embargo, quarantine, strike, riot, war or other military action, civil disorder, acts of terrorism, rebellion or revolution, hostile fire, sabotage, or governmental seizure.

**INSURANCE:** Whelan Security maintains an insurance program for its own protection that includes commercial liability, workers compensation, and business auto coverage. Whelan warrants that the commercial liability and business auto coverage plans carry minimum limits of $1,000,000 per occurrence and workmen’s compensation as required by statute. It is understood and agreed that Whelan Security agrees to indemnify and hold harmless Client for claims, suits, or causes of action caused by the direct and gross negligent acts of Whelan employees while performing agreed upon duties. It is expressly understood and agreed that any indemnity obligation on the part of Whelan Security shall only exist to the extent such obligation is covered by insurance proceeds. Client will defend and indemnify Whelan Security against any loss in connection with this Agreement to the extent the loss is caused by the negligence of Client, its employees, or agents.

The Client hereby agrees that in the event Whelan Security or its employees are requested to operate a vehicle owned, leased, or controlled by the Client, Whelan Security and its employees shall be included as additional insured on the Client’s automobile liability insurance which policies shall be primary and exclusive. The Client shall indemnify and hold harmless Whelan Security and its employees from any claim arising from use of said vehicle(s). The Client shall obtain liability coverage from its liability insurance carriers effectuating the indemnity terms of this paragraph and shall keep the same in force during the term of this Agreement. Copies of Client’s certificates of insurance are hereby requested by Whelan Security.

**LIABILITY:** Whelan Security agrees that the services it furnishes under this Agreement shall be in conformity with practices which are generally current in the security industry. It is understood that Whelan Security is not an insurer; and the parties agree that Whelan Security makes no warranty, express or implied, that the services it furnishes will prevent or minimize the likelihood of loss or occurrences or the consequences therefrom which the services are designed to mitigate. Whelan Security’s responsibility is solely limited to providing physical security services and Whelan Security has not been engaged as a consultant or otherwise to provide an assessment of security needs at the site(s) covered. Whelan Security shall provide services as agreed upon by Whelan Security and Client. If Client alters any instructions or directions given by Whelan Security to any security officers, or if Client assumes any supervision of the security officers, Client shall be solely liable for any and all consequences thereof and agrees to indemnify, defend, and hold harmless Whelan Security from and against any and all losses, claims, expenses, or damages arising from or relating to the actions or omissions of such security officers. In addition, it is expressly understood and agreed that this Agreement is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties or obligations are intended or created by this Agreement as to third parties not a signatory hereto. Whelan Security’s services shall not give rise to or confer any rights on any third party, and Client agrees to indemnify, defend, and hold harmless Whelan Security against any claims by third parties. It is understood that Whelan Security does not authorize and shall not be bound by Client’s representations to third parties concerning Whelan Security’s services; and Whelan Security assumes no liability for Client’s agreements with third parties concerning security.

Each party hereto, on behalf of itself, its stockholders, officers, employees, agents, and contractors, and its and their insurers, waive any and all rights to subrogation of any and all claims and losses to the fullest extent permitted by law.

Notwithstanding, anything contrary herein, Whelan Security shall not be liable to Client for any injury (including death) to any person arising from a slip, trip, or fall while on or near the premises of client. It is expressly understood and agreed that Whelan Security is not responsible for performing any maintenance services including but not limited to building upkeep, snow removal, garbage, or debris removal, and water.
removal. It is further understood and agreed that Whelan Security is not required or requested to report any maintenance needs or failures to
Client.

To the fullest extent permitted by law, Client agrees to assume full liability for and maintain adequate insurance coverage, naming
Whelan Security as an additional insured thereon (notwithstanding the cause therefore), for bodily injury or property damage resulting
from any occurrence or condition on Client’s premises, including without limitation, “hazardous properties” or nuclear material.
“Hazardous properties” includes radioactive, toxic, dangerous, biological, or explosive properties, materials, and conditions. “Nuclear
material” means source material, special nuclear material or by-product material, whether located at any site owned or operated by any
customer, or contained in “spent fuel” or “waste” possessed, handled, used, processed, stored, transported, or disposed of by customer.

EMPLOYEES: It is agreed that Whelan Security is not an employment agency, and that the service it renders is made possible only by a
substantial investment in advertising, recruiting, screening, testing, and training personnel to be effective employees at the Client’s
facilities. Therefore, in consideration of the moneys Whelan Security has invested in these employees, it is agreed that in the event the
Client employs any Whelan Security personnel, other than through Whelan Security, for security purposes or any task directly or
indirectly related thereto, during the period of this Agreement or within one (1) year from the date of termination of service provided by
Whelan Security, the Client will pay Whelan Security the sum of two thousand dollars ($2,000.00) per employee.

SEVERABILITY: If any provision of this Agreement shall be deemed to be invalid or unenforceable for any reason, the remaining
provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable,
but that by limiting such provision would become valid and enforceable, then such provision shall be deemed to be written, construed,
and enforced as so limited.

ENTIRE AGREEMENT: This Agreement, together with the proposal from Whelan Security dated 5/29/2019, which is
incorporated by reference understanding between the parties, constitutes the entire Agreement and understanding between the Parties,
and supersedes any and all prior or other Agreements, oral and written, between Whelan Security and Client. No representations,
inducements, promises, or otherwise between the Parties not embodied herein will be of any force and effect. Any alteration,
modification, or amendment of this Agreement must be in writing containing the signature of an authorized representative of each party.

Client hereby consents to the exclusive jurisdiction of any state or federal court located within the County of St. Louis, State of Missouri
and irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. Client
accepts for and of itself generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defense of forum non
conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Client agrees to
accept service served by certified mail, return receipt requested, mailed to the billing address or the Client’s last known address, if
different, such service being hereby acknowledged by Client to be effective and binding service in every respect. Nothing herein shall
affect the right to serve process in any other manner permitted by law.

Witness our signatures this ______ day of __________, 2019.

Execution by the individuals below indicates their authority to bind their respective organizations to this contract.

[Signature]

By: ____________________________

Name: __________________________

Title: __________________________

Whelan Security Co.

[Signature]

By: ____________________________

Name: __________________________

Title: __________________________

2019 Contract (Service Agreement) – Permanent & Long Term Temporary Services

Page 67
Agenda Item: Solid Waste and Recycling Services RFP  
Meeting Date: June 13, 2019  
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

Background: The Stillwater Area Public Schools has teamed with Washington County over the past 5 years to reduce the amount of solid waste and increase recycling efforts in our schools. Washington County has and continues to provide grants that support recycling and reducing solid waste in the District. Our current solid waste and recycling services contract is set to expire in June 30, 2019.

We received two responses for the Solid Waste and Recycling Services - Request for Proposal. Waste Management of Minnesota, Inc. of Blaine, MN has the lowest proposed costs. They have provided solid waste and recycling services for more than fifteen years and have proven to be a responsible partner to dispose of trash and process the recyclables created in our schools.

The Solid Waste and Recycling Services contract will be effective for three (3) years and may be extended for up to two, one year extensions. If the contract is extended, it will be reviewed to comply with any changes in regulations or laws governed by federal, state, county or local agencies. Attached are the costs submitted by each proposal and a side by side comparison of the anticipated weekly trash and recycling cost when school is in session. Costs are only incurred during school days or if the building is being occupied by Community Education/District programming.

Administration recommends awarding a Solid Waste and Recycling Services contract to Waste Management of Minnesota Inc.

Location(s): District Wide

Project Name: Solid Waste and Recycling Services RFP

Fund: Fixed Operating Fund

Item: Award Solid Waste and Recycling Services contract to Waste Management of Minnesota Inc.

Amount: See attached pricing.

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

Motion by: ______________________  Seconded by: ______________________  Vote: ______________________
### Weekly Cost Analysis for Solid Waste and Recycling Services

<table>
<thead>
<tr>
<th>Company</th>
<th>Solid Waste Container Size</th>
<th>Times per Week</th>
<th>District Wide Weekly Cost</th>
<th>Recycling Container Size</th>
<th>Times per Week</th>
<th>District Wide Weekly Cost</th>
<th>Solid Waste and Recycling Cost per week</th>
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<tbody>
<tr>
<td>Waste Management of MN, Inc.</td>
<td>2 Yard</td>
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<td>2 Yard</td>
<td>4 $</td>
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<td></td>
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<td>6 $</td>
<td>167.58</td>
<td>4 Yard</td>
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<td></td>
<td>6 Yard</td>
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<td>381.15</td>
<td>6 Yard</td>
<td>11 $</td>
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<td>17 $</td>
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<td>Inver Grove Heights, MN 55076</td>
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<td>17 $</td>
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<td>$ 1,404.43</td>
<td></td>
<td></td>
<td>$ 637.51</td>
<td><strong>2,041.94</strong></td>
</tr>
</tbody>
</table>

*Solid waste has a 17% State of MN tax and 35% Washington County tax included*

**Costs are adjusted during non school times**
Form E: Price Worksheet

Instructions: This form shall be executed by the authorized official to bind the company. If an alternate proposal is submitted, a separate Form E – Price Worksheet must be included, labeled “Alternate”, and that clearly specifies the proposed costs of any such alternate provision. Figures entered must include all inherent costs, including surcharges, taxes and fees.

Proposed Refuse Collection and Disposal Fees:

Refuse Containers

One (1) Two (2) Yard Container

<table>
<thead>
<tr>
<th>Container Rental Per Month</th>
<th>Pick Up Fee Per Pick Up</th>
<th>Disposal Fee Per Pick Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$8.65</td>
<td>$12.97</td>
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</table>

One (1) Four (4) Yard Container

<table>
<thead>
<tr>
<th>Container Rental Per Month</th>
<th>Pick Up Fee Per Pick Up</th>
<th>Disposal Fee Per Pick Up</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$15.45</td>
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One (1) Six (6) Yard Container

<table>
<thead>
<tr>
<th>Container Rental Per Month</th>
<th>Pick Up Fee Per Pick Up</th>
<th>Disposal Fee Per Pick Up</th>
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One (1) Eight (8) Yard Container

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<th>Disposal Fee</th>
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<td>$17.85</td>
<td>$26.77</td>
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Form E, continued
Recycling Containers

One (1) Two (2) Yard Container

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<th>Container Rental Per Month</th>
<th>Pick Up Fee Per Pick Up</th>
<th>Recyclables Processing Fee Per Pick Up</th>
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</thead>
<tbody>
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<td>$0</td>
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One (1) Four (4) Yard Container

<table>
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One (1) Six (6) Yard Container

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<th>Pick Up Fee Per Pick Up</th>
<th>Recyclables Processing Fee Per Pick Up</th>
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</thead>
<tbody>
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<td>$17.25</td>
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</table>

One (1) Eight (8) Yard Container

<table>
<thead>
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<th>Pick Up Fee Per Pick Up</th>
<th>Recyclables Processing Fee Per Pick Up</th>
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<tbody>
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<td>$0</td>
<td>$17.98</td>
<td>NA</td>
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OCC Container (30 yard)

<table>
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<th>Container Rental Per Month</th>
<th>Pick Up Fee Per Pick Up</th>
<th>Recyclables Processing Fee Per Pick Up</th>
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<tbody>
<tr>
<td>$50</td>
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PPW Highside Minus $40
Proposed Revenue to District

Metals Recycling Container (30 yard)

<table>
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<th>Container Rental Per Month</th>
<th>Pick Up Fee Per Pick Up</th>
<th>Recyclables Processing Fee Per Pick Up</th>
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<tbody>
<tr>
<td>$50 per month</td>
<td>$250</td>
<td>NA</td>
</tr>
</tbody>
</table>

Market Price
Proposed Revenue to District
On-Call Containers
One (1) Thirty (30) Yard Container

<table>
<thead>
<tr>
<th>Container Rental Per Month</th>
<th>Pick Up Fee Per Pick Up</th>
<th>Rate at REC currently $69/ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50</td>
<td>$250</td>
<td>Disposal Fee Per Pick Up</td>
</tr>
</tbody>
</table>

Cost of Performance Bond

= $175/year
SECTION 7 | COST SERVICES FORM E

**Form E: Price Worksheet**

Instructions: This form shall be executed by the authorized official to bind the company. If an alternate proposal is submitted, a separate Form E – Price Worksheet must be included, labeled “Alternate”, and that clearly specifies the proposed costs of any such alternate provision. Figures entered must include all inherent costs, including surcharges, taxes and fees.

**Proposed Refuse Collection and Disposal Fees:**

**Refuse Containers**

- **One (1) Two (2) Yard Container**
  - N/A
  - Container Rental Per Month | $12.46 | $6.38
  - Pick Up Fee Per Pick Up | Disposal Fee Per Pick Up

- **One (1) Four (4) Yard Container**
  - N/A
  - Container Rental Per Month | $21.55 | $6.38
  - Pick Up Fee Per Pick Up | Disposal Fee Per Pick Up

- **One (1) Six (6) Yard Container**
  - N/A
  - Container Rental Per Month | $28.27 | $6.38
  - Pick Up Fee Per Pick Up | Disposal Fee Per Pick Up

- **One (1) Eight (8) Yard Container**
  - N/A
  - Container Rental Per Month | $36.13 | $6.38
  - Pick Up Fee Per Pick Up | Disposal Fee

No fuel surcharge, environmental charge, or regulatory cost recovery charge and “All pricing includes state taxes (17%) and Washington county taxes (35%).”
### Form E, continued
#### Recycling Containers

**One (1) Two (2) Yard Container**

<table>
<thead>
<tr>
<th>N/A</th>
<th>Container Rental Per Month</th>
<th>$4.56</th>
<th>Pick Up Fee Per Pick Up</th>
<th>$3.20</th>
<th>Recyclables Processing Fee Per Pick Up</th>
</tr>
</thead>
</table>

**One (1) Four (4) Yard Container**

<table>
<thead>
<tr>
<th>N/A</th>
<th>Container Rental Per Month</th>
<th>$5.74</th>
<th>Pick Up Fee Per Pick Up</th>
<th>$3.20</th>
<th>Recyclables Processing Fee Per Pick Up</th>
</tr>
</thead>
</table>

**One (1) Six (6) Yard Container**

<table>
<thead>
<tr>
<th>N/A</th>
<th>Container Rental Per Month</th>
<th>$6.24</th>
<th>Pick Up Fee Per Pick Up</th>
<th>$3.20</th>
<th>Recyclables Processing Fee Per Pick Up</th>
</tr>
</thead>
</table>

**One (1) Eight (8) Yard Container**

<table>
<thead>
<tr>
<th>N/A</th>
<th>Container Rental Per Month</th>
<th>$6.32</th>
<th>Pick Up Fee Per Pick Up</th>
<th>$3.20</th>
<th>Recyclables Processing Fee Per Pick Up</th>
</tr>
</thead>
</table>

**OCC Container**

<table>
<thead>
<tr>
<th>N/A</th>
<th>Container Rental Per Month</th>
<th>$225.00</th>
<th>Pick Up Fee Per Pick Up</th>
<th>$15.00/ton</th>
<th>Recyclables Processing Fee Per Pick Up</th>
</tr>
</thead>
</table>

**Proposed Revenue to District**

**Metals Recycling Container**

<table>
<thead>
<tr>
<th>N/A</th>
<th>Container Rental Per Month</th>
<th>$260.00</th>
<th>Pick Up Fee Per Pick Up</th>
<th>$0</th>
<th>Recyclables Processing Fee Per Pick Up</th>
</tr>
</thead>
</table>
### On-Call Containers

**One (1) Thirty (30) Yard Container**

<table>
<thead>
<tr>
<th>Container Rental Per Month</th>
<th>Pick Up Fee Per Pick Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>$275.00 all tax included</td>
</tr>
</tbody>
</table>

$455.00 all tax included for 4.0 tons

$75.00/ton - 4 ton minimum

**Cost of Performance Bond**

=$80,000
THIS AGREEMENT (hereinafter "Agreement"), made and entered into on this, to be effective July 1, 2019 ("Effective Date"), by and between a corporation under the laws of the State of Minnesota ("Contractor"), and Independent School District 834 ("District"): WITNESSETH:

WHEREAS, the District has solicited written proposals for solid waste collection services, with disposal in accordance with State and County requirements, and recyclables collection and processing services to achieve the most cost effective and environmentally appropriate means of recycling the District’s recyclable materials, and

WHEREAS, the Contractor has professional expertise in Resource Management, to assist the District to minimize waste, maximize recycling and maximize diversion of materials from the waste stream, and

WHEREAS, the Contractor agrees to provide such services in accordance with the terms of this Agreement;

NOW THEREFORE, for valuable consideration, the Parties agree as follows:

Article 1. Definitions

1. Contract Documents: In order of priority in the event of inconsistency of terms, the following documents shall be considered the contract (collectively, the "Contract"): a. This Agreement;

b. The Contractor's proposal to the District in response to the Request for Proposals issued April 27, 2019, and all addenda A; and


2. Recyclables: Those materials mutually agreed by the District and the Contractor to be separated from waste and separately collected and processed for reuse or recycling. At the time that the contract is initiated, these recyclables include:

- Glass
- Metal and bi-metal cans
- Paper
- Plastic bottles and rigid containers, including single serve containers
- Shredded paper
- Corrugated cardboard
- Milk cartons

3. Resource Management Services: Contractor's solid waste management services structured to maximize District resource conservation and recycling while decreasing waste generation.
4. Waste: Solid Waste generated in normal District activities, excluding recyclables or waste collected in the District's "Food to Hogs" program.

5. Weather Severity Day: A day when the District cancels school due to adverse weather conditions.

Article 2. Contract Duration

Subject to other terms of the Contract, this Contract shall be effective for three (3) years commencing July 1, 2019 and ending on June 30, 2022 ("Contract Period"). At the sole discretion of the District, upon written notice from the District to Contractor pursuant to Article 21 and at least sixty (60) days before the end of the Contract Period, the District may extend this Contract for one year under the same terms and conditions. The District has the option to extend the Contract for up to two one year extensions; provided, however, that terms and conditions are to be reviewed each year and amended, if necessary, to comply with any changes, including without limitation, changes in local, state, federal, or foreign laws or regulations, Minnesota Department of Education regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters.

Article 3. Scope of Service

The Contractor shall perform the services set forth in Attachment A to this Agreement.

Article 4. Contractor Compensation for Services

The Contractor shall be paid in accordance with the terms contained in Attachment B to this Agreement. The Contractor shall submit an itemized bill for all services rendered to the District in the previous month, within ten (10) days after the end of the month. Payment shall be made within forty five (45) days from the District’s receipt of said itemized bill in accordance with the Minnesota Municipal Prompt Payment Act, Minn. Stat. § 471.425.

4.1 Monthly Billing. Bills must include: each container size and location, the dates and number of times it was serviced, the weight of the container when serviced and the material hauled (e.g., co-mingled recycling, waste). Any costs for additional services (e.g., one-time roll-offs) must be similarly itemized.

4.2 Monthly Reports. The Contractor must provide monthly reports for collection, recycling, and processing of all waste and recyclables. The Contractor must report the material volume and weight of waste and of recyclables, by location and by service date. Actual weights shall be used whenever possible, but at least every service opportunity for waste and at least once per month, per location, for recyclables. If estimates are used, the Contractor must document assumptions regarding density of materials and estimated volume of material serviced and provide audited confirmation of the assumptions. The reports must also include the facility names used for final deposition of all materials.

Article 5. Performance Bond, Payment Bond

Contractor shall execute and deliver to the District a performance bond and a payment bond with corporate sureties, in forms and with sureties approved by the District, consent not to be unreasonably withheld. Each bond must be in an amount equaling One Hundred (100%) percent of the three-year Contract price. This Agreement shall not become effective until such bonds have been delivered to and accepted by the District. This Contract shall be subject to termination by the
District at any time if said bonds shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond and such payment bond shall be stated in each bond as follows: effective date shall be July 1, 2019 and the same shall be effective until June 30, 2019 unless the surety serves a notice of cancellation or refusal to renew upon the District. Such notice of cancellation shall be served upon the District in the manner of service of summons and complaint as provided by the Minnesota Rules of Civil Procedure.

The District, in its reasonable discretion, may continue the Contract if within thirty (30) days after service of a notice of cancellation as provided herein, Contractor files with the District a similar bond approved by the District to be effective for the balance of the Agreement period commencing on the date of such termination. Otherwise the Agreement shall terminate as of the thirtieth (30th) day following service of the notice of cancellation.

In the event of Contractor's default under the terms of this Contract, all payments due to Contractor may be retained by the District and applied to the completion of the Contract and to damages suffered and expenses incurred by the District by reason of such default. In such event, all payments remaining due the Contractor at the time of default, less amounts due the District from the Contractor and less all the sums due the District for estimated damages suffered and expenses incurred by reason of such default shall be due and payable to Contractor.

**Article 6. Compliance with Solid Waste Laws and Regulations** All Contractor services to be provided under this Contract shall comply with applicable rules and regulations adopted by the State of Minnesota, Washington County and the District School Board, presently in effect or hereafter adopted and required. The Contractor shall also be bound by all rules and regulations, local ordinances, state and federal laws relating to solid waste and recycling collection, processing and disposal; specifically including all Washington County ordinances, policies and programs under the Washington County Solid Waste Management Master Plan.

**Article 7. Applicable Law** The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in County of Washington, State District Court, regardless of the place of business, residence or incorporation of Contractor.

**Article 8. License Requirements** Contractor, its operators and subcontractors must promptly obtain all licenses or permits to transact a refuse collection business in the State of Minnesota and Washington County and in each municipality in which a District School is located.

**Article 9. Insurance** No work shall commence or be carried on until the Contractor has obtained and furnished the District evidence of all insurance required hereunder, including Minnesota "no-fault" coverage, under this section, covering all vehicles to be used, and all operations to be performed by the Contractor and all of its subcontractors. The insurance specified may be in a policy or policies of insurance, primary or excess. Proof of the insurance required herein shall be established by furnishing the District with certificates of insurance issued by insurers acceptable to the District and duly licensed within the State of Minnesota, in force on the date of commencement of the Contract, and continuing for a policy period covering the claims periods arising out of the work Contractor will perform under the Agreement, and
providing the following minimum coverages:

a) General Liability Insurance: $1,000,000 per occurrence
   $2,000,000 general aggregate

b) Auto Liability Insurance: $1,000,000 combined single limit

c) Umbrella/Excess liability coverage: $3,000,000 each occurrence

d) Worker's Compensation Coverage: Each Contractor shall submit with the Proposal a Certificate of Insurance for Worker's Compensation Coverage. Successful Contractor shall maintain Worker's Compensation coverage during the life of the contract for the protection of the employees in the amount as required by law. A waiver of subrogation in favor of Stillwater Area Public Schools #834 shall be included.

The Contractor shall submit, and annually thereafter during the term of the Contract, provide to the District a Certificate of Insurance for General Liability, Auto Liability and Umbrella/Excess liability insurance with an Insurance Provider acceptable to the District. The District shall be listed as additional insured on all coverages.

Acceptance of the insurance by the District shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The District does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a District-approved Insurance Certificate.

A thirty (30) day written notice to the District is required if the policy is canceled, not renewed or materially changed. The Contractor shall require all of its subcontractors to comply with these provisions.

**Article 10. Contractor Indemnity of the District** No liability resulting from a vehicular accident, or any driver or operational negligence will be assumed by the District, its employees or its authorized representatives.

The Contractor agrees to defend, indemnify and hold harmless the District, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any intentional act or negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations.

Labor disruptions are not considered an Act of God, and shall not excuse the Contractor from performance of this Agreement.

**Article 11. Transfer of Interest** Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the District; provided, however, that claims for money due or to become due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without
such approval.

Notice of any such assignment or transfer shall be furnished to the District. Contractor shall not subcontract any services covered by this Agreement without prior written approval by the District. The District retains the right to declare as an event of default, any transfer of interest or bankruptcy that reasonably jeopardizes the Contractor's ability to carry out the terms of the Contract.

**Article 12. Equal Employment and Non-Discrimination;** General Policy The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political

Such action shall include, although not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training. The Contractor agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause. The utilization of minority vendors and subcontractors is encouraged, wherever possible.

**Article 13 Retention of Records** Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs.

All Contractor records with respect to any matters covered by this Contract shall be made available to the District or its designees at any time during normal business hours, as often as the District deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. This Section specifically does not include contracts or agreements with attorneys, consultants, and other professionals who are providing professional services to Contractor that do not include the actual services provided to the District.

**Article 14. Government Data Practices**

Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality, specifically including but not limited to, Minn. Stat. §§13.05 subd. 11 and 16.05 subd. 5. Contractor must immediately report to the District any requests from third parties for information relating to this Contract. The District agrees to promptly respond to inquiries from Contractor concerning data requests. Contractor agrees to defend, indemnify and hold the District, its officers, and employees harmless from any claims resulting from Contractor's unlawful disclosure or use of data protected under state and federal laws.

**Article 15. Interests of Members of District**

Contractor agrees that no member of the governing body, officer, employee or agent of the District has nor shall have any interest, financial or otherwise, direct or indirect, in the Contract.
**Article 16. Independent Contractor** Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or subcontractors of Contractor only and not of the District; and any and all claims that might arise, including workers' compensation claims under the Workers' Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

**Article 17. Contractor Performance; Liquidated Damages; Default**

Unless the non-compliance with the provisions of this Contract is the result of force majeure or the failure of the Contractor to address, perform or remedy within (5) business days, the result of any service nonperformance, the result of any nonperformance shall be deemed a breach of the Contract. In the event of such breach, the District may terminate the Agreement or require Contractor to pay a liquidated damage to the District according to the schedule in this article. The District may deduct such damages from payments due or to become due the Contractor and that said amounts are an appropriate liquidated damage for Contractor's breach for the specified act or inaction. Notwithstanding the foregoing, the following liquidated damages cannot be assessed cumulatively nor shall District have the right to assess liquidated damages and file a claim against Contractor's performance bond. The District will impose the following:

- $100.00 will be charged for each missed pick up
- $50.00 will be charged for litter or trash spilled on school grounds that is not immediately cleaned up.
- $500 per incident per day will be charged for each failure to have vehicles or operators properly licensed
- $100 per incident per day will be charged for each failure to file on a timely basis information and reports required by this Agreement.

Any service discrepancy that is not remedied within a period of one week after Contractor's receipt of notice of said discrepancy shall constitute an event of default on this Contract. In addition to the above mentioned events of default, any other action or inaction of Contractor during the Contract Period that materially impairs the District's ability to receive the benefits of this Contract shall be considered an event of default. The District shall give Contractor notice of any event of default promptly after the default comes to the attention of the District and shall provide Contractor a reasonable opportunity to cure the default, unless the event requires immediate Contract termination. If Contractor is unable to cure the default within a reasonable time, the District shall have the right to terminate the Contract for default and pursue all remedies available to it under the Contract and pursuant to law.
In the event of default on this Contract, the Party in default shall be liable to the non-defaulting Party for all loss, costs, and expenses incurred as a result of the default,

Article 18. Termination of Agreement The District may terminate this Contract for default or if Contractor otherwise fails to fulfill its material obligations under this Contract. Upon termination, the District shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the District as a result of the default or material breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials solely and exclusively prepared by Contractor for the District under this Contract shall, at the option of the District, become the property of the District, and Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the District may withhold payments due to Contractor for the purpose of set off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided for herein shall not limit the District, in case of any default by Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

Article 19. Dispute Resolution Contractor and District shall first attempt to resolve by direct negotiation, any disputes, disagreements, claims or controversies relating to this Contract. If the parties are unable to informally resolve the dispute after a reasonable attempt in good faith, the parties shall mediate. Unless the parties select a mutually acceptable mediator, the mediation process shall be administered by the American Arbitration Association. Any tentative agreement arising out of mediation is subject to approval by the District's Board. The cost of mediation shall be split evenly between the parties. Each party shall bear its own costs and expenses including attorneys’ fees. If mediation is unsuccessful, either party may seek resolution of the matter in a court of competent jurisdiction.

Article 20. Prompt Payment of Subcontractors

Contractor shall comply with the prompt payment of subcontractors in accordance with Minn. Stat. § 471.425 subd. 4a., including the requirement that Contractor pay interest to the subcontractor of 1.5% per month or part thereof for failure to pay the subcontractor within ten days of Contractor's receipt of payment for undisputed services.

Article 21. Notices Except as otherwise herein provided, all notices required to be served by either party on the other shall be in writing and forwarded by certified mail to the principal office of the party to which notice is given, as follow:

To the District:
- Laura Larsen, Coordinator of Facilities and Site Operations
  Stillwater Area Public Schools
  1875 South Greeley Street Stillwater, Minnesota 55082
To the Contractor:

TBD

All such notices shall be effective when received.

**Article 22. Non-waiver**

No failure, forbearance, neglect or delay by either party to enforce any provision of this Contract or to exercise any of such party’s rights hereunder shall affect or limit such party’s right to strictly enforce the same right for a subsequent breach, and shall not constitute or be interpreted as a waiver of any right to enforce this Contract or any provision thereof in the future.

**Article 23. Severability** All parts and provisions of this Contract are severable. If any part or provision shall be held invalid, the remainder of this Contract shall continue in effect.

**Article 24. Entire Agreement**

The Contract, with Attachments and Appendices incorporated herein by reference, is the entire agreement between the parties. No modification of this Contract shall be valid or effective unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, said Contractor and the District have caused this Agreement to be duly executed in their behalf by their proper officers, thereto duly authorized, the day and year first above written.

Stillwater Area Public Schools  
By __________________________

Name: _________________________
Title: __________________________
Date: _________________________

Waste Management  
By __________________________

Name: _________________________
Title: __________________________
Date: _________________________
I. Introduction

The purpose of the District’s Resource Management Program (RM) Request for Proposals (RFP) is to obtain expert management services to prevent, reduce, reuse, recycle, and process or dispose of all solid wastes generated at District facilities.

The services provided by Contractor include basic container service, hauling, processing and marketing of recyclables, disposal of solid waste and value-added services that improve the District's resource efficiency beyond traditional waste and recyclables collection.

The District expects the Contractor to be a partner with the District and Washington County in the design of a program to maximize the prevention, reduction, reuse, and recycling of materials in the waste stream.

These specifications define the requirements for the following services to be provided by Contractor:

II. General Requirements

II.A. Transition Program

Contractor will install the equipment compliant with Attachment A, Section IV from June 27-30, 2019. Any equipment and operations changes shall be made so as not to interfere with normal school operations.

- Collect waste and recycling information, including volumes, weights, documentation of recyclable materials in trash loads and contamination of recycling loads, at the time of each container service and provide the data to the District on a monthly basis.
- Communicate and build relationships with key District and County personnel.
- In partnership with District staff, develop waste and cost reduction initiatives and develop and prioritize a RM Plan for implementation.

Coordination between the Contractor and the District will be critical.

II.B. Solid Waste Services

During the transition period the Contractor shall furnish equipment and personnel sufficient to provide Solid Waste services in accordance with the location, container size and service frequencies detailed Section IV by July 1, 2019.
The Contractor shall furnish equipment and personnel sufficient to provide Solid Waste services in accordance with the location, container size and service frequencies detailed in the agreed-upon RM Plan from the time of RM implementation through the end of the contract period.

The Contractor shall appropriately label all containers for waste," as specified by the District and shall maintain the containers in serviceable, leak-free and graffiti-free condition.

All waste shall be transported to the RRT Resource Recovery Facility at Newport, unless otherwise directed by the District, in compliance with Washington County requirements.

II.C. Recycling Services During the Transition Period the Contractor shall furnish equipment and personnel sufficient to provide Recycling Services in accordance with the location, container size and service frequencies detailed below by July 1, 2019.

Throughout the Contract Period, Contractor will provide the services of a Recycling Program Manager (RPM) at no additional charge to the District. In addition to development of the RM Plan detailed above, the services of the RPM will include tracking the amount of recyclables the District produces; providing custom reporting of current RM efforts; providing educational tools such as email blasts, signage, educational posters, stickers and training sessions and providing tours of Contractor's recycling facility.

The Contractor shall furnish equipment and personnel sufficient to provide recycling services in accordance with the location, container size and service frequencies detailed in the agreed-upon RM Plan from the time of RM implementation through the end of the contract period.

The Contractor shall appropriately label all containers for “Recycling” as specified by the District and shall maintain the containers in serviceable, leak-free and graffiti-free condition.

II.D. Additional Services

On a periodic basis, the Contractor will also be asked to provide or coordinate disposal of occasional waste streams such as office furniture, equipment and supplies, or spikes in waste due to the school calendar or construction/demolition activities.

The Contractor shall maintain the containers in serviceable leak free and graffiti-free condition.
III. Personnel Requirement

A. Contractor shall employ personnel of sufficient numbers and qualifications to carry out the Contractors’ obligations under the Agreement. Contractor shall have key maintenance, operational and supervisory personnel on call at all times the Contractor is providing services to the District.

B. Contractor warrants that all personnel have received a background check and meets the Contractor’s hiring standards.

C. Contractor shall comply with Federal DOT Random Testing and Drug and Alcohol requirements. Contractor shall have a testing program approved by applicable state and federal law in place.

IV. Initial Waste and Recycling Container Locations with size and service frequency,

Appendix A
District-Estimated Container Size and Frequency Needs
Stillwater Area Public Schools

<table>
<thead>
<tr>
<th>School</th>
<th>Trash Container Frequency</th>
<th>Recycling Container Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stillwater High School</td>
<td>One, 6 yd., 5/wk.</td>
<td>One, 8 yd., 5/wk.</td>
</tr>
<tr>
<td></td>
<td>One, 8 yd., 5/wk.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>One, 4 yd., 3/wk</td>
<td></td>
</tr>
<tr>
<td>Oak-Land Middle School</td>
<td>One, 8 yd., 2/wk.</td>
<td>One, 8 yd., 2/wk.</td>
</tr>
<tr>
<td>Stillwater Middle School</td>
<td>One, 8 yd., 5/wk.</td>
<td>One, 6 yd., 2/wk.</td>
</tr>
<tr>
<td>Afton Lakeland Elementary</td>
<td>One, 8 yd., 1/wk</td>
<td>One, 8 yd., 1/wk.</td>
</tr>
<tr>
<td>Andersen Elementary</td>
<td>One, 8yd., 1/wk</td>
<td>One, 6 yd., 1/wk.</td>
</tr>
<tr>
<td>Brookview Elementary</td>
<td>One, 8 yd., 2/wk.</td>
<td>One, 8 yd., 2/wk.</td>
</tr>
<tr>
<td>Lake Elmo Elementary School</td>
<td>One, 6 yd., 3/wk.</td>
<td>One, 6 yd., 2/wk.</td>
</tr>
<tr>
<td>Location</td>
<td>Roll Size</td>
<td>Frequency 1</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------</td>
<td>-------------</td>
</tr>
<tr>
<td>Lily Lake Elementary School</td>
<td>One, 8 yd., 1/wk.</td>
<td>One, 8 yd., 2/wk</td>
</tr>
<tr>
<td>Oak Park District Building</td>
<td>One, 4yd., 2/wk.</td>
<td>One, 6 yd., 2/mth.</td>
</tr>
<tr>
<td>Rutherford Elementary School</td>
<td>One, 6 yd., 2/wk.</td>
<td>One, 8 yd., 1/wk.</td>
</tr>
<tr>
<td>Stonebridge Elementary School</td>
<td>One, 6 yd., 1/wk.</td>
<td>One, 6 yd., 1/wk.</td>
</tr>
<tr>
<td>Central Services Building</td>
<td>One, 2 yd., 1/wk.</td>
<td>One, 4 yd., 1/wk.</td>
</tr>
<tr>
<td>Field Services</td>
<td>One, 4 yd., 1/wk</td>
<td>One, 30 yd., on-call</td>
</tr>
</tbody>
</table>
ATTACHMENT B
Financial Compensation

For the term of the contract, the following charges for services shall apply:

**Refuse Containers**

<table>
<thead>
<tr>
<th>One (1) Two (2) Yard Container</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>$12.46</td>
<td>$6.38</td>
</tr>
<tr>
<td>Container Rental Per Month</td>
<td>Pick Up Fee Per Pick Up</td>
<td>Disposal Fee Per Pick Up</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>One (1) Four (4) Yard Container</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>$21.55</td>
<td>$6.38</td>
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<td>Container Rental Per Month</td>
<td>Pick Up Fee Per Pick Up</td>
<td>Disposal Fee Per Pick Up</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>One (1) Six (6) Yard Container</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>$28.27</td>
<td>$6.38</td>
</tr>
<tr>
<td>Container Rental Per Month</td>
<td>Pick Up Fee Per Pick Up</td>
<td>Disposal Fee Per Pick Up</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>One (1) Eight (8) Yard Container</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>$36.13</td>
<td>$6.38</td>
</tr>
<tr>
<td>Container Rental Per Month</td>
<td>Pick Up Fee Per Pick Up</td>
<td>Disposal Fee Per Pick Up</td>
</tr>
</tbody>
</table>

Stillwater Public Schools, RM Contract
13 of 15
Contractor will perform audits with a scaled truck to determine weights for trash. Initially, the refuse charge per container is based on 100 pounds per yard. If, as a result of the tonnage recorded at each pick-up and/or refuse weight audits the refuse compaction is 80 pounds per yard, Contractor will roll the price back to reflect the accurate price per ton. The price reduction, if any will be reflected on the next bill.

Recycling Containers

One (1) Two (2) Yard Container

<table>
<thead>
<tr>
<th>N/A</th>
<th>$4.56</th>
<th>$3.20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Container Rental Per Month</td>
<td>Pick Up Fee Per Pick Up</td>
<td>Recy processing fee per pick up</td>
</tr>
</tbody>
</table>

One (1) Four (4) Yard Container

<table>
<thead>
<tr>
<th>N/A</th>
<th>$5.74</th>
<th>$3.20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Container Rental Per Month</td>
<td>Pick Up Fee Per Pick Up</td>
<td>Recy processing fee per pick up</td>
</tr>
</tbody>
</table>

One (1) Six (6) Yard Container

<table>
<thead>
<tr>
<th>N/A</th>
<th>$6.24</th>
<th>$3.20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Container Rental Per Month</td>
<td>Pick Up Fee Per Pick Up</td>
<td>Recy processing fee per pick up</td>
</tr>
</tbody>
</table>

One (1) Eight (8) Yard Container

<table>
<thead>
<tr>
<th>N/A</th>
<th>$6.32</th>
<th>$3.20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Container Rental Per Month</td>
<td>Pick Up Fee Per Pick Up</td>
<td>Recy processing fee per pick up</td>
</tr>
</tbody>
</table>
### OCC Container

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>$225.00</th>
<th>$15.00/per ton</th>
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</thead>
<tbody>
<tr>
<td>Container Rental Per Month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pick Up Fee Per Pick Up</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recy processing fee per pick up</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Metals Recycling Container

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>$260.00</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Container Rental Per Month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pick Up Fee Per Pick Up</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recy processing fee per pick up</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### On-Call Containers

#### One (1) Thirty (30) Yard Container

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>$275.00 all tax included</th>
<th>$75.00/ton - 4 ton minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Container Rental Per Month</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pick Up Fee Per Pick Up</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disposal Fee Per Pick Up</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Cost of Performance Bond

$80,000
Agenda Item: Stillwater Area High School Tennis Court Resurfacing  
Meeting Date: June 13, 2019  
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

**Background:** The Stillwater Area High School Tennis Courts had surface cracks appear prior to the expiration of the warranty period. The determination of the cracking has not been conclusive. It is imperative that we resurface the tennis courts before winter to prevent future damage. The resurfacing project consists of prepping the surface, filling surface/structural cracks, applying the new surface coating and painting game lines.

One proposal was received from Lee Sports Surfacing LLC of Little Canada, MN for a total of $77,500. Lee Sports Surfacing LLC proposal includes repairing the structural cracks with an ARMOR crack repair system as part of the resurfacing project. Two other vendors have been asked to provide pricing. One vendor declined and the other could not get the project completed this summer.

Administration recommends awarding a contract to Lee Sports Surfacing LLC for the Stillwater Area High School Tennis Court Resurfacing project.

Location(s): Stillwater Area High School

Project Name: Stillwater Area High School Tennis Court Resurfacing

Fund: Bond Fund

Item: Tennis Court Resurfacing

Amount: Lee Sports Surfacing LLC for a proposal total of $77,500

---

**Recommendation:**
A motion and a second to approve the expense will be requested.

*Motion by: ____________________ Seconded by: ____________________ Vote: ____________________*
Lee Sports quotes the following price for the repairs and resurfacing of 12 tennis courts located at Stillwater Area High School.

Complete Repair and Resurfacing Nova Sports Premium Tennis Products

- Pressure wash court surface (5000psi) removing loose or delaminated material, scrub all spots and stains with a special cleaning solution (bleach and TSP) removing moss and mildew.
- Flood courts and locate any areas holding more than 1/16" standing water.
- Patch low areas with acrylic deep patching material.
- Reflood and patch as required to eliminate prolonged standing water.
- Fill surface cracking with acrylic crack filler.
- **Completely sand court surface twice with high powered orbital sanders for take down of lipped cracks and blending in the patching.**
- Apply Armor Crack Repair to approximately 325 lineal feet of structural cracks on south set of three courts.
- Apply two coats of Novasurface acrylic leveling material.
- Apply two texture coat of Novacombo acrylic tennis court paint.
- Line stripe tennis courts to USTA specifications.

Repair and Resurface Price: ..................................................... $71,050.00
Amor Crack Repair System: ...................................................... $6,500.00
Total Price: ................................................................. $77,500.00
Armor Crack Repair Add/Deduct (If we find more after pressure washing that you may want done.)
Price: ............................................................... $20.00 per lineal foot

All work would conform to the American Sports Builders Association specifications ([http://www.sportsbuilders.org](http://www.sportsbuilders.org)). If you have any questions or need additional information, please feel free to call me at (612) 597-0544.

Sincerely,

Nat Lee,
President
Certified Novacrylic Installer

awarded to

Lee Sport Surfacing, LLC

This document certifies Lee Sport Surfacing of Little Canada, MN as an officially approved applicator for all Novacrylic® brand products manufactured by Nova Sports U.S.A.

Lee Sport Surfacing is certified to construct and surface in accordance with Nova Sports U.S.A.’s guidelines and specifications.

presented by

Robert Righter
President, Nova Sports U.S.A.
Ask for NOVA
All-weather sport surfaces are all we do.
We have to do it better!

Brilliant Long Lasting Colors
Enjoy your vibrant court surface for years to come with 2x the industry standard for color retention.

Low Abrasive Texture
All textured surfaces use a unique low abrasive texture reducing wear on shoes, balls and more importantly your body.

Durable High Solid Acrylic Blends
By using premium acrylic binders with high solids we are able to add more pigment, texture and filler. The surface will have greater U.V. resistance, film thickness and durability.

Worldwide Dealer Network
Authorized installers in all 50 states and over 40 countries committed to providing a higher level of quality and service.

For more information or to locate a certified installer in your area please contact us at 800-USA-NOVA or info@novasports.com

Simply, The World’s Best
All-Weather Sports Surface

www.novasports.com
Qualify for LEED Credits
Simply, The World’s Best All-Weather Sports Surface

2014 Tennis Industry/ASBA Residential Court of The Year - Boston Tennis Court Construction

Brilliant Long Lasting Colors Ultra-Premium Acrylic Blends International Dealer Network

Since 1984

From the Fed Cup World Finals to your favorite neighborhood club... Novacrylic® certified installers supply the world’s most demanding clients with the highest quality 100% acrylic coatings found anywhere.

Simply, The World’s Best All-Weather Sports Surface

For more information or to locate a certified installer in your area please contact us at 800-USA-NOVA or info@novasports.com

www.novasports.com
These are digital representations of the 11 standard Nova colors.

Contact info@novasports.com for a physical color swatch sample.

Custom colors* available upon request.

*minimum quantity may be required.
NOVASURFACE is 100% acrylic concentrate to be blended with sand and water at the jobsite. It is used as a resurfacer for pavement prior to the application of acrylic color surfacing systems. The sand filled mixture is squeegeed over the surface to fill voids and hide the profile of aggregates in the pavement. The use of Novasurface over an open or porous asphalt mix will seal the pavement, make it smoother and increase the yield of subsequent Novacrylic color materials.

Novasurface may be applied over uncoated concrete only after priming with CP-761 Concrete Primer.

Unlike asphalt emulsion resurfacers, Novasurface does not deteriorate with age. It is resistant to water and does not have to be rolled after application. Another advantage is the easy wash up and cleaning of tools with water.

| DILUTION: Resurfacer        | 2 parts NOVASURFACE to 1 part water  
Add 10 - 15 lbs. sand (50-60 mesh) per gallon of NOVASURFACE |
|-----------------------------|---------------------------------------------------------------------------------|
| SPREADING RATE              | 0.06 - 0.10 gallons per sq. yd., per coat  
90 - 150 sq. ft. per gallon, per coat |
| CRACK FILLER                | Add sand to undiluted NOVASURFACE until consistency of putty                   |
| COLOR                       | Dark grey                                                                        |
| PACKAGED QUANTITY           | 5 gallon pail, 30 gallon drum, 55 gallon drum                                   |
| WEIGHT                      | 9.5 lbs per gallon                                                               |

Minimum Application Temperature is 50°F and rising. Application is with a neoprene rubber squeegee as described on page 7. NOVASURFACE is not hazardous* and is free of lead, mercury, asbestos and formaldehyde.

* According to standards in place at the time this document was created, this product is rated non-hazardous
Our original intention was to duplicate the mixture that our customers were blending at the jobsite. When we examined the formulation that resulted from combining our Novacoat and Novafil products, we saw that we could actually beef up this formula. Since we are dedicated to furnishing the highest quality products, we opted to make the improvement.

NOVACRYLIC COMBINATION SURFACE makes applications simpler. Contractors achieve better looking courts than they were getting using other materials and they were doing it at no more material cost! In some cases, lower labor costs and less loss through wasted materials. Almost without exception, every contractor who has tried “Combo” has converted to this system.

This coating has a non-slip texture with a unique low abrasive feature that makes playing on a Novacrylic surface easier on players and tennis balls. Because the aggregates used in this product are non-angular, the sharp edges found in ordinary sand are not present. This allows us to produce maximum texture with minimum abrasion. The reduction in abrasion means that the playing surfaces will not be “sticky”. A surface having these features is more comfortable and less tiresome than other acrylics to play on. Injuries such as shin-splints and “monkey muscle” problems are lessened and tennis balls and shoes last longer.

NOVACRYLIC COMBINATION SURFACE is a factory mixed blend of Novacoat and Novafil supplied in a concentrated form so that only water need be added prior to application on asphalt or Portland cement tennis courts. This product is used both for new and recoat work.

NOVA SPORTS USA began manufacturing this product upon request from contractors who wanted a blend of texture and topcoat, which would require only the addition of water at the jobsite. Now the only decision to be made by the technicians doing the applications is: “How much water do I add?”. In actual practice, using NOVACRYLIC COMBINATION SURFACE makes ordering and shipping materials to the jobsite much simpler. The main concern becomes: how many courts, how many coats and what color is specified.

DILUTION
Minimum of 15-Gal water up to 21-Gal water to 30-Gal of Combination coating

COLORS
Blue, Classic Green, Grass Green, Novagreen, Red, Burgundy, Terra Cotta, Sand Dune

TYPICAL APPLICATION
2 or 3 coats Combination surface

RECOATING
2 Coats Combination surface

NEW WORK
(optional) 1 coat Novasurface acrylic resurfacer
2 or 3 coats Combination surface

SPREADING RATE
0.047 - 0.056 gallons per sq. yd., per coat
160 - 190 sq. ft. per gallon, per coat
1 court (60’ x 120’) requires 80-100 gallons for two coats

PACKAGED QUANTITY
5 gallon pail, 30 gallon drum, 275 gallon tote

Minimum Application Temperature is 50°F and rising.
Application is with a neoprene rubber squeegee as described on page 7.
Novacrylic Combination Surface is not hazardous* and is free of lead, mercury, asbestos and formaldehyde.

LAB ANALYSIS:

<table>
<thead>
<tr>
<th>NOVACRYLIC COMBINATION SURFACE</th>
<th>ALL COLORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pigment:</td>
<td>Total Percent of Pigment = 44.1</td>
</tr>
<tr>
<td>Silica and Silicates</td>
<td>41.99</td>
</tr>
<tr>
<td>Color Pigments (chromium oxide, iron oxide toners)</td>
<td>3.6</td>
</tr>
<tr>
<td>Vehicle:</td>
<td>Total percent of Vehicle = 55.9</td>
</tr>
<tr>
<td>Acrylic Polymers</td>
<td>16</td>
</tr>
<tr>
<td>Minor Additives</td>
<td>1.15</td>
</tr>
<tr>
<td>Volatiles (includes water)</td>
<td>37.6</td>
</tr>
<tr>
<td>Total:</td>
<td>100</td>
</tr>
<tr>
<td>Weight per gallon</td>
<td>12.5 lbs</td>
</tr>
<tr>
<td>Percent of solids</td>
<td>63</td>
</tr>
<tr>
<td>Percent of Acrylic</td>
<td>31</td>
</tr>
<tr>
<td>Dilution</td>
<td>2 parts COMBINATION SURFACE to 1 (to 1.3) parts water</td>
</tr>
<tr>
<td>Viscosity</td>
<td>Brookfield HAT, Spindle T-C, 1 RPM, 72°F, 520,000 CPS</td>
</tr>
</tbody>
</table>

* According to standards in place at the time this document was created, this product is rated non-hazardous

© Nova Sports USA 2003
NOVACAULK crack repair system consists of two acrylic crack repair products:

NOVACAULK #1 is designed to be placed into the crack and fill the void. It has elastic properties and will adhere to the sides of a crack when the pavement moves. Novacaulk #1 has extraordinary elongation and memory.

NOVACAULK #2 has the same properties as Novacaulk #1, plus it has been fortified with unique fibers so that when cured, the resultant film actually becomes a non-woven fabric. This feature makes it especially suited for treating cracks on tennis courts when applied over Novacaulk #1.

The Novacaulk system will tolerate movement of the pavement on both sides of a crack. As a crack becomes wider, the Novacaulk repair will actually elongate and the top layer acts as a bridge over the crack. Conversely, as a crack closes, the elastic properties of this system allow the entire crack repair to close with it.

ADVANTAGES OF NOVACAULK:

Ease of Application - No mixing - Becomes Water Resistant Quickly - Provides Ideal Base for Novacrylic Coatings - Water Clean-up - Remains Elastic - Durable - Permanent

APPLICATION:

1. Clean crack so that it is free of all vegetation and debris. Remove all lost pavement from crack.
2. Install backer rod (must be wider than crack) into crack, top of rod 3/16” below surface or fill crack with clean sand to within 3/16” of surface.
3. Using a broad knife, squeegee rubber, or similar tool, fill crack to refusal with Novacaulk #1. It is important to exert some pressure when placing the Novacaulk into the void so that the material comes in contact with the walls of the crack.
4. Allow the Novacaulk to set. (4 hours during ideal drying conditions - longer when damp or cool).
5. Apply a coat of Novacaulk #2 over the crack. This coat should be thicker directly over the crack and taper to a feather edge. This application should be wider than the actual crack by 3 to 6 inches on both sides. Extremely wide cracks may need a second application of Novacaulk #2 and probably the repair should extend further out to the side. Novacaulk #2 is easily spread with a squeegee when first placed on the pavement. If, after a few minutes, it becomes difficult to spread smoothly, sprinkle a few drops of water over the repair. This will make the material easier to smooth.
6. Allow repair to dry and coat with Novacrylic color system of your choice.

NOTE: Nova Sports USA does not guarantee the results of any repairs using these products. Cracking of pavement is caused by many factors, most of which are not on the surface of the pavement. Because of this, Nova Sports USA does not represent the Novacaulk system as a cure-all for cracked tennis courts. However, we feel that these products have gone a step beyond what has been available until now, in both methods and expected performance. Most minor cracks treated with this method should never appear again. Some major cracks will be permanently repaired, and some of them will reappear, but as smaller, less troublesome cracks. We expect that the use of these products will enable owners to use existing cracked tennis courts that would otherwise have to be ripped out or treated with a more costly overlay type of repair.

<table>
<thead>
<tr>
<th>DILUTION</th>
<th>Use NOVACAULK undiluted</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPREADING RATE</td>
<td>70 linear feet per gallon, per coat</td>
</tr>
<tr>
<td>COLOR</td>
<td>Grass Green, Neutral, Nova Green, Red</td>
</tr>
<tr>
<td>PACKAGED QUANTITY</td>
<td>1 gallon pail, 5 gallon pail / NOVACAULK #1 also available in 10 oz. caulking tube</td>
</tr>
<tr>
<td>WEIGHT</td>
<td>10.2 lbs per gallon</td>
</tr>
</tbody>
</table>

Minimum Application Temperature is 50°F and rising.

NOVACAULK is not hazardous* and is free of lead, mercury, asbestos and formaldehyde.

* According to standards in place at the time this document was created, this product is rated non-hazardous
**NOVATEX** is our textured white line paint. The sharpest and most attractive lines result from the hand application of Novatex between two strips of masking tape. Novatex lines are brilliant, sharply defined and add a great deal to the overall appearance of the tennis court. The lines are “the frosting on the cake”.

An additional advantage of lines done with Novatex is shots landing on the Novatex line will not skid as they might on other line paints. Rather, they’ll have the same true bounce as those shots landing anywhere else on the Novacrylic surface.

We have formulated Novatex from the highest quality titanium white pigments designed for maximum durability and intensity. Enhanced with optical brighteners, Novatex provides maximum hiding, extreme whiteness, non-skid properties, and easy application with masking tape.

**NOTE: Seal-A-Line before application of Novatex is recommended**

<table>
<thead>
<tr>
<th>DILUTION</th>
<th>Use NOVATEX undiluted</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPREADING RATE</td>
<td>1 gallon per court</td>
</tr>
<tr>
<td>COLOR</td>
<td>White. Colored NOVATEX available upon request</td>
</tr>
<tr>
<td>PACKAGED QUANTITY</td>
<td>1 gallon pail, 1 gallon squeeze bottle, 5 gallon pail, 30 gallon container</td>
</tr>
<tr>
<td>WEIGHT</td>
<td>12 lbs per gallon</td>
</tr>
</tbody>
</table>

Minimum Application Temperature is 50°F and rising. Application is with a brush or roller. Novatex is not hazardous* and is free of lead, mercury, asbestos and formaldehyde.

* According to standards in place at the time this document was created, this product is rated non-hazardous.
Novacrylic Combination Surface®
as supplied by
Nova Sports USA, Inc.

has been classified as
CATEGORY 3 – MEDIUM

Expiry Date: 21 December 2018

Jamie Capel-Davies
Manager, Science & Technical

This Classification was established using the product composition described in test report no. CS 01/02-15-022
Final Report

Date: 03/06/2008
Written By: Stephen C Cooper
Approved By: Stephen C Cooper
To: Joyce Elizabeth Nylund
From: Stephen C Cooper
Customer: Nova Sports USA Inc.
Project No: 8017302
Title: QUV Exposure Study

Objective:
The purpose of this study is to perform accelerated weathering studies on seven submitted sports surface coatings, using a QUV cabinet.

Summary:
Seven samples of different sports surface coatings were submitted to the Charlotte Technical Center for accelerated exposure studies using a QUV-A exposure cabinet. These samples were labeled: 1413 Novasurface, 709 Combination Surface Novagreen, 701 Combination Surface Grass Green, 702 Combination Surface Red, 704SB Combination Surface Stadium Blue, Ultracushion, Novacushion. The coatings were applied to aluminum panels. The test panels were prepared in duplicate and allowed to dry one week prior to exposure. These panels were then placed in a QUV Accelerated Weathering Tester with QUV-A-340 bulbs that simulates accelerated noon daylight UV exposure. The QUV cabinet was operated using the standard practices for this type of equipment set forth in ASTM G-154. These panels were subjected to four hours of UV light followed by four hours of condensing humidity. The temperature during the light cycle was approximately 55 C and the temperature during the condensation cycle was approximately 45 C.

Key Results:
Very little visual change occurred to the panels during the exposure period. There was no loss of adhesion, no blistering, no wash-out of color, and the color retention numbers were excellent.

Conclusions:
Based on the two thousand hours of accelerated weathering that these samples received, the overall performance of the samples for color retention, blister resistance, and adhesion to the test panel was excellent.

Recommendations:
No formulation changes recommended based on this study.
October 2, 2015

Mr. David Commito
Nova Sports
6 Industrial Road
Building #2
Milford, MA 01757

XENON ARC TEST REPORT

Dear David:

Mr. David Commito of Nova Sports submitted nine (9) different colored samples for 2,000 hours ASTM G155 Xenon Arc accelerated weather testing. The nine color samples of 701, 702, 703, 704SB, 704, 709, 710, 711 and 712 had excellent color retention after 2,114 hours of Xenon Arc WOM exposures. The results are in the attached table.

Sincerely,

Stanley J. Pruskowski, Jr.
Customer Technical Service Manager
Dow Coating Materials

Mailing Address
400 Arcola Road
Collegeville, PA 19426
610/244-6441- Phone
spruskowski@dow.com

535698 100215:SP/mg

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March 25, 2011

Re: U.S. Green Building Council and Novacrylic® Sport Surfaces

**LEED + Novacrylic®**

Nova Sports customers may now earn up to three (LEED) credits towards their environmentally sustainable construction project.

**SRI (SS CREDIT 7.1):** Five Novacrylic colors qualify for 1 (LEED) credit based on their solar reflective index (SRI). Reflective colors lessen the heat island effect and reduce the amount of daylight heat absorbed by the asphalt/concrete base. Surfacing products with a Solar Reflective Index (SRI) of at least 29 qualify for (1) one LEED credit. Grass Green, Red, Terracotta, Burgundy and Classic Green meet these requirements.

<table>
<thead>
<tr>
<th>Color</th>
<th>SRI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grass Green</td>
<td>42</td>
</tr>
<tr>
<td>Red</td>
<td>41</td>
</tr>
<tr>
<td>Terracotta</td>
<td>41</td>
</tr>
<tr>
<td>Burgundy</td>
<td>37</td>
</tr>
<tr>
<td>Classic Green</td>
<td>51</td>
</tr>
</tbody>
</table>

**VOC (EQ CREDIT 4.2):** Indoor projects using Nova Sports products may receive 1 (LEED) credit based on the brands low VOC formulation. Surfacing paints and coatings with a VOC less than 50 G/L will qualify for this single credit.

**Locally Produced (MR CREDIT 5.1):** Products manufactured within 500 miles of a specific project are considered locally produced and qualify for 1 (LEED) credit. Our manufacturing facility is located in Milford, Massachusetts.
Action Items: Long-term Facilities Maintenance 10 year Plan
Meeting Date: June 13, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
Action Timeline: June 13, 2019

Summary:
2020 Ten-Year Plan

Ms. Hoheisel presented a comprehensive list of projects that qualify for long-term facility maintenance funding at the May 23, 2019 school board business meeting. A board work session was then conducted on May 31, 2019 to discuss priorities and receive direction to finalize a list required to complete the Long-term Facility Maintenance Application.

The 2015, 1st Special Session, Chapter 3, Article 6 sections 1-4 and 14 (2015 Education Act) established this program for school districts, intermediate districts, other cooperatives and charter schools. The Long-term Facility Maintenance Ten Year Revenue Application replaces the old Health and Safety Revenue, Deferred Maintenance Revenue and Alternative Facilities Revenue programs beginning in FY 2018.

Four documents will be required as part of the Long-term Facility Maintenance application. The application must include a Long-term Facilities Maintenance Revenue Application-Ten-year Expenditure, Long-term Facilities Maintenance Projection, Statement of Assurances and School Board resolution/meeting minutes adopting the LTFM ten-year plan.

To qualify for a 2019 payable property tax levy, the 2020 Ten Year Plan must be adopted and submitted to the Department of Education.

Administration recommends approval of the Long-term Facilities Maintenance Revenue Application.

Attachments:
Long-term Facilities Maintenance Revenue Application - Ten Year Expenditure plan
Long-term Facilities Maintenance Revenue Projection
Statement of Assurances
School Board resolution

Recommendation:

A motion and a second to approve the Long-term Facilities Maintenance Plan for 2019 Pay 2020 will be requested.

Motion by: _____________________ Seconded by: _____________________ Vote: _____________________
### Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only

#### Instructions:
- Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 13B.595, subdivision 10, Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the calls provided.

### District Info
- **District Name:** Watertown Area School District
- **Address:** 1001 Highway 36 West
- **City:** Roseville
- **State:** MN
- **Zip Code:** 55113
- **Phone:** 651-988-3721

### Expenditure Categories

#### Health and Safety - this section excludes project costs in Category 2 of $100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.

<table>
<thead>
<tr>
<th>Finance Code</th>
<th>Category</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>2029</th>
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</thead>
<tbody>
<tr>
<td>347</td>
<td>Physical Hazards</td>
<td>$110,000</td>
<td>$110,000</td>
<td>$110,000</td>
<td>$110,000</td>
<td>$110,000</td>
<td>$110,000</td>
<td>$110,000</td>
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<td>$110,000</td>
<td>$110,000</td>
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<tr>
<td>349</td>
<td>Other Hazardous Materials</td>
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<td>$70,000</td>
<td>$70,000</td>
<td>$70,000</td>
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<tr>
<td>352</td>
<td>Environmental Health and Safety Management</td>
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<td>$200,000</td>
<td>$200,000</td>
<td>$200,000</td>
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<td>$200,000</td>
<td>$200,000</td>
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<tr>
<td>358</td>
<td>Asbestos Removal and Encapsulation</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$150,000</td>
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<tr>
<td>363</td>
<td>Fire Safety</td>
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<td>$100,000</td>
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<td>$100,000</td>
<td>$100,000</td>
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<td>$100,000</td>
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<tr>
<td>366</td>
<td>Indoor Air Quality</td>
<td>$70,000</td>
<td>$70,000</td>
<td>$70,000</td>
<td>$70,000</td>
<td>$70,000</td>
<td>$70,000</td>
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<td>$70,000</td>
<td>$70,000</td>
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#### Total Health and Safety Capital Projects

- $725,000

#### Health and Safety - Projects Costing $100,000 or more per Project/Site/Year

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<tr>
<th>Finance Code</th>
<th>Category</th>
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<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>2029</th>
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</thead>
<tbody>
<tr>
<td>358</td>
<td>Asbestos Removal and Encapsulation</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>363</td>
<td>Fire Safety</td>
<td>$0</td>
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<td>$0</td>
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<tr>
<td>366</td>
<td>Indoor Air Quality</td>
<td>$0</td>
<td>$0</td>
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#### Total Health and Safety Capital Projects $100,000 or More

- $0

#### Remodeling for Approved Voluntary Pre-K under Minnesota Statutes

- Section 13B.151

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<th>Finance Code</th>
<th>Category (3)</th>
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<th>2029</th>
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</thead>
<tbody>
<tr>
<td>367</td>
<td>Remodeling for prekindergarten (pre-K) instruction approved by the commission. No new appropriations for this category FY 2020 - beyond.</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<td>$0</td>
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#### Accessibility

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<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>2029</th>
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<tbody>
<tr>
<td>367</td>
<td>Accessibility</td>
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</table>

#### Deferred Capital Expenditures and Maintenance Projects

<table>
<thead>
<tr>
<th>Finance Code</th>
<th>Category (5)</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
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<th>2029</th>
</tr>
</thead>
<tbody>
<tr>
<td>358</td>
<td>Building Envelope</td>
<td>$274,000</td>
<td>$760,000</td>
<td>$444,000</td>
<td>$497,520</td>
<td>$473,040</td>
<td>$485,171</td>
<td>$493,726</td>
<td>$514,718</td>
<td>$530,159</td>
<td>$546,664</td>
<td>$562,446</td>
</tr>
<tr>
<td>367</td>
<td>Building Hardware and Equipment</td>
<td>$961,000</td>
<td>$1,100,000</td>
<td>$362,000</td>
<td>$269,890</td>
<td>$227,956</td>
<td>$286,294</td>
<td>$269,883</td>
<td>$303,790</td>
<td>$312,945</td>
<td>$322,237</td>
<td>$311,894</td>
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<tr>
<td>380</td>
<td>Electrical</td>
<td>$890,000</td>
<td>$210,000</td>
<td>$199,000</td>
<td>$214,970</td>
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<td>$231,978</td>
<td>$230,696</td>
<td>$237,614</td>
<td>$244,745</td>
<td>$252,087</td>
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<tr>
<td>392</td>
<td>Interior Surfaces</td>
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<td>$771,274</td>
<td>$794,413</td>
<td>$818,425</td>
<td>$842,791</td>
<td>$868,076</td>
<td>$894,118</td>
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<tr>
<td>380</td>
<td>Mechanical Systems</td>
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<td>$823,258</td>
<td>$847,956</td>
<td>$873,395</td>
<td>$899,597</td>
<td>$926,585</td>
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<td>$983,614</td>
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<tr>
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<td>Plumbing</td>
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<td>$484,000</td>
<td>$766,000</td>
<td>$727,180</td>
<td>$746,895</td>
<td>$771,460</td>
<td>$794,608</td>
<td>$818,447</td>
<td>$843,001</td>
<td>$868,281</td>
<td>$894,340</td>
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<tr>
<td>382</td>
<td>Professional Services and Salary</td>
<td>$270,000</td>
<td>$520,000</td>
<td>$620,000</td>
<td>$643,800</td>
<td>$648,345</td>
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<td>$648,895</td>
<td>$651,502</td>
<td>$656,347</td>
<td>$652,043</td>
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<tr>
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<td>Roof Systems</td>
<td>$840,000</td>
<td>$770,000</td>
<td>$950,000</td>
<td>$978,500</td>
<td>$1,007,805</td>
<td>$1,038,091</td>
<td>$1,069,233</td>
<td>$1,091,310</td>
<td>$1,134,935</td>
<td>$1,168,380</td>
<td>$1,203,432</td>
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<tr>
<td>384</td>
<td>Site Projects</td>
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<td>$1,663,000</td>
<td>$748,000</td>
<td>$770,480</td>
<td>$791,553</td>
<td>$802,863</td>
<td>$807,137</td>
<td>$809,171</td>
<td>$815,946</td>
<td>$817,944</td>
<td>$818,406</td>
</tr>
</tbody>
</table>

#### Total Deferred Capital Expense and Maintenance

- $4,109,500

#### Total Annual 10-Year Plan Expenditures

- $5,294,500

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Page 107
### Type in School District Number

#### STILWATER AREA PUBLIC SCHOOL DIST.

<table>
<thead>
<tr>
<th>Calculations for Ten Year Projection</th>
<th>Pay 19</th>
<th>LLC #</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>FY 2026</th>
<th>FY 2027</th>
<th>FY 2028</th>
<th>FY 2029</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Type your district number in cell A2 (Minneapolis = 1.2)</td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2. Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 17 to 18, 20, 21, 26 and 27 and 50</td>
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<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>4. Look up data from following tabs</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

#### Initial Formula Revenue

- **Current year APU**: 57
- **District average building age (uncapped)**: 451
- **Formula allowance**: $380.00
- **Building age ratio**: Lesser of 1 or (7/35) 452
- **Initial revenue** = (6a) * (8) * (9) 453

| **11. Added revenue for eligible H&J Projects > $100,000 / site** | 3,487,336 |
| **12. Debt service for existing Alt facilities H&J bonds (18)** | 3,528,615 |
| **13. Debt excess related to Debt service for existing Alt facilities H&J bonds (18)** | 3,539,693 |
| **14. Debt service for portion of existing Alt facilities bonds from line (22)** | 3,539,693 |
| **15. Debt excess related to Debt service for portion of existing Alt facilities bonds from line (22)** | 3,539,693 |
| **16. Net debt service for LTFM bonds for eligible new H&J projects > $100,000 / site** | 3,539,693 |
| **17. Pay as you go revenue for eligible new H&J projects > $100,000 / site** | 3,539,693 |
| **18. Pay as you go revenue for eligible new H&J projects > $100,000 / site** | 3,539,693 |
| **19. Total additional revenue for eligible H&J projects > $100,000 / site** | 3,539,693 |
| **20. Old Formula revenue** | 3,539,693 |
| **21. Old formula health & safety revenue (these should match the pays as you go amounts entered into the health & safety data submission system through FY 2020)** | 458 |

**Total**: 3,539,693
## STILLWATER AREA PUBLIC SCHOOL DIST.

### Calculations for Ten Year Projection

<table>
<thead>
<tr>
<th>Payable 2019</th>
<th>Current Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>LLC Certification</td>
<td>FY 2019</td>
</tr>
<tr>
<td></td>
<td>LLC #</td>
</tr>
<tr>
<td>22</td>
<td>Old formula alt facilities debt revenue (1A) - gross before debt excess</td>
</tr>
<tr>
<td>23</td>
<td>Debt Excess allocated to line 22</td>
</tr>
<tr>
<td>24</td>
<td>Old formula alt facilities debt revenue (1A) - debt excess</td>
</tr>
<tr>
<td>25</td>
<td>Old formula alt facilities debt revenue (1B - 12) - (13)</td>
</tr>
<tr>
<td>16</td>
<td>Old formula alt facilities pay as you go revenue (2A)</td>
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<tr>
<td>27</td>
<td>Out of formula alt facilities pay as you go revenue (1B) &gt; $500,000 (these should match the pay as you go amounts entered into the Health and Safety Data Submission System through FY 2020)</td>
</tr>
<tr>
<td>27A</td>
<td>LTTFM &quot;H&amp;$10X&quot; per site&quot; bonds</td>
</tr>
<tr>
<td>27B</td>
<td>LTTFM &quot;Other&quot; bonds for A1 hold harmless</td>
</tr>
<tr>
<td>28</td>
<td>Old formula deferred maintenance revenue</td>
</tr>
<tr>
<td>29</td>
<td>Total old formula revenue = (21) + (24) + (26) + (27A) + (27B) + (28)</td>
</tr>
</tbody>
</table>

### Total LTTFM Revenue for individual District Projects

| Gross of (20d) or [(29) + (20c)] | 468 | - | - | - | - | - | - | - | - | - | - |

### District Requested Reduction from Maximum LTTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number

| Levy Information System | 469 | - | - | - | - | - | - | - | - | - | - |

### LTTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unqualified)

| Levy Information System | 471 | - | - | - | - | - | - | - | - | - | - |

### Grand Total LTTFM Revenue (1 + 33)

| Levy Information System | 472 | - | - | - | - | - | - | - | - | - | - |

### Aid and Levy Shares of Total Revenue

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>ANTC</td>
<td>54</td>
<td>9,282,13</td>
<td>9,282,15</td>
<td>9,177,94</td>
<td>9,261,92</td>
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<td>9,314,98</td>
<td>9,314,98</td>
<td>9,314,98</td>
<td>9,314,98</td>
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<tr>
<td>ANTC</td>
<td>474</td>
<td>11,492,98</td>
<td>11,492,96</td>
<td>11,281,12</td>
<td>12,553,49</td>
<td>13,022,41</td>
<td>13,500,51</td>
<td>14,040,54</td>
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<td>7,718,42</td>
<td>8,124,44</td>
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<td>9,061,00</td>
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<td>10,323,00</td>
<td>10,736,00</td>
<td>11,160,00</td>
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<td>ANTC</td>
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<td>9,463,46</td>
<td>9,903,06</td>
<td>10,567,41</td>
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<td>11,739,32</td>
<td>12,208,98</td>
<td>12,697,29</td>
<td>13,205,28</td>
<td>13,732,95</td>
<td>14,282,76</td>
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<tr>
<td>Local levy share of Equalized Revenue (lesser of 1 or 38)</td>
<td>477</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>State (aid) share of Equalized Revenue (1 - 411)</td>
<td>478</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
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<tr>
<td>Equalized Revenue (lesser of 34 or (6) + (8))</td>
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<td>3,487,336</td>
<td>3,528,615</td>
<td>3,539,693</td>
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<td>3,539,693</td>
<td>3,539,693</td>
<td>3,539,693</td>
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<td>Initial LTTFM State Aid (42) * (43)</td>
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<td>-</td>
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<td>-</td>
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<tr>
<td>Old formula Grandfathered Alternative Facilities Aid</td>
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<td>-</td>
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<tr>
<td>Total LTTFM State Aid (Greater of (44) or (45))</td>
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<tr>
<td>Total LTTFM Levy (34) - (46) (including coop/intermediate)</td>
<td>485</td>
<td>8,199,950</td>
<td>8,229,905</td>
<td>6,639,090</td>
<td>6,821,546</td>
<td>6,420,567</td>
<td>6,613,184</td>
<td>6,811,579</td>
<td>7,015,927</td>
<td>7,226,405</td>
<td>7,443,197</td>
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<tr>
<td>Debt Service Portion of Revenue (non-grandfather districts)</td>
<td>486</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</table>

Page 109
### Calculations for Ten Year Projection

<table>
<thead>
<tr>
<th>Pay 19 LLC</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>FY 2026</th>
<th>FY 2027</th>
<th>FY 2028</th>
<th>FY 2029</th>
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<tbody>
<tr>
<td>Subtotal Debt Service Revenue from above</td>
<td>767,766</td>
<td>767,766</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
<td>767,766</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
</tr>
<tr>
<td>New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05</td>
<td>767,766</td>
<td>767,766</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
<td>767,766</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
</tr>
<tr>
<td>Total Debt Service Revenue = (49) + (50)</td>
<td>770</td>
<td>770</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
<td>767,766</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
</tr>
<tr>
<td>Equalized debt Service Revenue (less of 43) or (51))</td>
<td>486</td>
<td>486</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
<td>767,766</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
</tr>
<tr>
<td>Debt Service Aid = (52) * (42)</td>
<td>488</td>
<td>488</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
<td>767,766</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
</tr>
<tr>
<td>Equalized Debt Service Levy = (52) - (53)</td>
<td>489</td>
<td>489</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
<td>767,766</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
</tr>
<tr>
<td>Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))</td>
<td>490</td>
<td>490</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
<td>767,766</td>
<td>587,405</td>
<td>587,090</td>
<td>587,986</td>
<td>767,766</td>
</tr>
</tbody>
</table>

### Notes:
1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.
3. For IA districts with old Ait Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.
General Information: Minnesota school districts, intermediate school districts and cooperatives applying for Long-Term Facilities Maintenance (LTFM) revenue under Minnesota Statutes, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2019. Submit to: Attention Sarah C. Miller (MDE.Facilities@state.mn.us) along with other required LTFM documentation.

Identification Information

<table>
<thead>
<tr>
<th>Name of District or Cooperative:</th>
<th>District Number and Type:</th>
<th>Date Submitted:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stillwater Area Public Schools</td>
<td>0834</td>
<td>6/14/19</td>
</tr>
</tbody>
</table>

Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.

2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.

3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2021 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.

4. All actual expenditures to be reported in UFARS for FY 2021 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.

5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. § 127A.411, subd. 3).

6. The district’s plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. § 121A.335).

Certification of Statement of Assurances

A Statement of Assurances submitted by a single district must be signed by the district superintendent. A Statement of Assurances submitted by an intermediate school district or cooperative must be signed by the intermediate district superintendent or cooperative director.

<table>
<thead>
<tr>
<th>Signature – Superintendent or Cooperative Director:</th>
<th>Name – Superintendent or Cooperative Director (Please print)</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Denise Pontrelli</td>
<td>6/14/19</td>
</tr>
</tbody>
</table>
EXTRACT OF MINUTES OF MEETING OF
SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT #834
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of School Board of Independent School District No. 834 State of Minnesota, was held on ___________ 2019, at ______ clock p.m., for the purpose, in part, of approving the Stillwater Area Public School District No. 834’s long term facility maintenance revenue ten year plan.

Member ______________ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING STILLWATER AREA PUBLIC SCHOOL DISTRICT NO. 834’S LONG TERM FACILITY MAINTENANCE REVENUE TEN YEAR PLAN

BE IT RESOLVED by the School Board of Independent School District No. 834, State of Minnesota, as follows:

The school board of Stillwater Area Public School District No. 834 has approved a long term facility maintenance revenue ten year plan for its facilities for the 2020-2021 school year in the amount of $6,079,000. The various components of this program budget are attached as EXHIBIT A hereto and are incorporated herein by reference. Said budget is hereby approved.

The motion for the adoption of the foregoing resolution was duly seconded by Member _______________________ and, upon vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF Washington

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 834, State of Minnesota, hereby attest that the preceding information is accurate.

WITNESS MY HAND officially as such Clerk this _____ day of ______, 2019.

______________________________
Clerk
Independent School District No. 834
Action Items: Resolution Approving NE Metro 916 Long Term Facility Maintenance Budget
Meeting Date: June 13, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
Action Timeline: June 13, 2019

Summary:
To qualify for long term facility maintenance revenue a school board must adopt a budget as required by State Statute 123B.595.

State Statute 123B.595 Subdivision 3. states that upon approval through the adoption of the resolution by each member district or other cooperative units under section 123A.24, Subdivision 2, and the approval of the commissioner of education, a school district may include in its authority under this section a proportionate share of the long term maintenance costs of the intermediate district.

The proportionate share of costs is based on a blended rate. Half of the rate is determined by the LTFM budget times net tax capacity ratio (district/total) and the other half is LTFM budget times the ratio of ADM utilization (district/total).

Attachments: Resolution
LTFM Ten-Year Expenditure Application
Levy Allocation

Recommendation:

A motion and a second to approve the NE Metro 916 Long Term Facility Maintenance Budget.

Motion by: ______________________ Seconded by: _______________________ Vote: ________________
Pursuant to due call and notice thereof, a _____________ meeting of School Board of Independent School District No. 834, State of Minnesota, was held on _____, 2019, at _____-o’clock _.m., for the purpose, in part, of approving the Northeast Metropolitan Intermediate School District No. 916’s long term facility maintenance budget and authorizing the inclusion of a proportionate share of Intermediate School District’s long term facility maintenance projects in the district’s application for long term facility maintenance revenue.

Member _________ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916’S LONG TERM FACILITY MAINTENANCE PROGRAM BUDGET AND AUTHORIZING THE INCLUSION OF A PROPORTIONATE SHARE OF THOSE PROJECTS IN THE DISTRICT’S APPLICATION FOR LONG TERM FACILITY MAINTENANCE REVENUE

BE IT RESOLVED by the School Board of Independent School District No. 834, State of Minnesota, as follows:

1. The school board of Northeast Metropolitan Intermediate School District No. 916 has approved a long term facility maintenance budget for its facilities for the 2020-2021 school year (pay 2020 levy) in the amount of $144,700. The various components of this program budget are attached as EXHIBIT A hereto and are incorporated herein by reference. Said budget is hereby approved.

2. Minnesota Statutes, Section 123B.595, Subdivision 3, as amended, provides that if an intermediate school district’s budget is approved by the school boards of each of the intermediate school district’s member school districts, each member district may include its proportionate share of the costs of the intermediate school district program in its long term facility maintenance revenue application.

3. The proportionate share of the costs of the intermediate school district’s long term facility maintenance program for each member school district to be included in its application shall be determined by utilizing a blended rate where half of the rate is determined by multiplying the total cost of the intermediate school district long term facility maintenance times the ratio of the member school district’s net tax capacity to the total net tax capacity of the intermediate school district and half of the rate is determined by multiplying the total cost of the intermediate school district long term facility maintenance times the ratio of ADM utilization by district to the total ADM utilization.
The inclusion of this proportionate share in the district’s long term facility maintenance revenue application for fiscal year 2021 is hereby approved, subject to approval by the Commissioner of the Minnesota Department of Education.

4. Upon receipt of the proportionate share of long term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

The motion for the adoption of the foregoing resolution was duly seconded by Member ________________ and, upon vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF _____________

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 834, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of Independent School District No. 834 held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Northeast Metropolitan Intermediate School District No. 916’s long term facility maintenance budget and authorizing the inclusion of a proportionate share of the Intermediate School District’s long term facility maintenance projects in the district’s application for long term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk this ___ day of ________, 20 19.

____________________________________
Clerk
Independent School District No. 834
Long-Term Facility Maintenance Ten-Year Expenditure Application

Northeast Metropolitan Intermediate School District
District # 0916-06

Date: May 1, 2019

Estimated Expenditures:

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<tr>
<th>Category</th>
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<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>2029</th>
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<tr>
<td>Physical Hazards</td>
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<td>$14,150</td>
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<td>$15,150</td>
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</tr>
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<tr>
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Health and Safety Projects Costing $100,000 or More per Site/Year

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<th>2021</th>
<th>2022</th>
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<th>2025</th>
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<th>2027</th>
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<th>2029</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Indoor Air Quality</td>
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<td>$0</td>
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<tr>
<td>Total Health and Safety Capital Projects $100,000 or More</td>
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Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151

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Accessibility

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Deferred Capital Expenditures and Maintenance Projects

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<th>2022</th>
<th>2023</th>
<th>2024</th>
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</tr>
<tr>
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Total Annual 10 Year Plan Expenditures

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<th>2023</th>
<th>2024</th>
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# Northeast Metropolitan Intermediate School District No. 916, Minnesota

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<th>ISD #</th>
<th>District</th>
<th>Pay 2019 TNC</th>
<th>County</th>
<th>Percent</th>
<th>Portion of 916 Levy to Members Spread on TC</th>
<th>ADM (Utilization)</th>
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<th>$300,000 EMV Residential Tax Capacity</th>
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**LTFM Allocation (Based on 50% ADM and 50% TNC)**

**Annual LTFM Revenue Requested**: $144,700.00

**Utilization ADMs provided by ISD 916 based on 5/2/19 SpEd, ALC and CTC ADMs**

**NTC #s are updated using May, 2019 School Tax Reports for all member districts.**
Action Items: OPEB Levy
Meeting Date: June 13, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
Action Timeline: June 13, 2019

Summary:

At the April 25, 2019 school board business meeting and then at the May 31, 2019 school board work session, the school board discussed levying for OPEB for the 2019 Payable 2020 levy cycle.

A copy of the estimated tax impact document was provided.

Recommendation:

Direction on the district levying for OPEB and the dollar amount the district is requesting for the 2019 Payable 2020 levy cycle.

Motion by: _____________________ Seconded by: _____________________ Vote: _______________
OPEB and QComp Levy Tax Impact

<table>
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<th>Property Type</th>
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# OPEB and QComp Levy Tax Impact

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

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Action Items:  City of Oak Park Parking Permission  
Meeting Date:  June 13, 2019  
Contact Person:  Kristen Hoheisel, Executive Director of Finance and Operations  
Action Timeline: June 13, 2019

Summary:

Stillwater Area Public Schools will be transitioning our school bus maintenance facility from the current Stagecoach location to 11530 Hudson Blvd. North, Lake Elmo, MN. The District leases the current bus maintenance facility and has been informed that a lease extension is only available until August 31, 2019. With the construction schedule at our new bus maintenance facility, we will not be able to park the fleet of buses at the new facility until after the start of the school year.

The City of Oak Park Heights has approved a temporary “Fleet Parking Permit” on our high school property from June 28th to August 16, 2019 in specified areas of the parking lot.

Recommendation:

A motion and a second to approve the temporary “Fleet Parking Permit” with the City of Oak Park Heights for bus fleet parking at High School will be requested.

Motion by: _____________________ Seconded by: _____________________ Vote: _______________
May 30th, 2019

TO: Stillwater Area High School (Owner)

C/O: Ms. Kristen Hoheisel, Executive Director of Finance and Operations

RE: Bus/Van – "Fleet Parking Permit" – High School Property

Dear Ms. Hoheisel:

I am in receipt of the request to allow temporary bus/fleet parking in certain areas of the High school campus from June 28th to August 16th, 2019 and as outlined in your communication dated May 17th, 2019; (this communication is attached here as Exhibit A). Consistent with City Ordinance 1116.02 B, the City Council has determined that such request can be accommodated and is approved conditioned upon the following:

1. The fleet shall be parked in the areas shown in the request and no other locations.

2. The placement of the fleet at the site will not result in any OFF-SITE shifting of other parking needs for any other District entity, user, visitor, student or any other party.

3. That not more than 20% of the total fleet may be operated with some regularity from the Property; meaning that once the vehicle is parked, it will not be moved from the site on a regular basis. The site is for storage, not operations.

4. No regular fleet maintenance may occur at the Property.

5. That the fleet is removed from the Property not later than August 17th, 2019 and all permissions granted herein are void; no further permissions are granted.

6. The City may revoke this permission at any-time if the City deems the District is violating the terms of the conditions herein. Upon such revocation, which shall be provided in writing from the City, the District shall remove the fleet from the Property and out of the City within 48 hours at its sole expense. Further, the violations found in City Ord 1116.04 shall be applicable following that 48-hour period. City Ord. (1116 is affixed hereto as Exhibit B).

By signing below, you agree to the items as stated (1-6) and hold the City harmless and fully indemnify from any and all liability resulting from these activities. All other City Ordinances and Permits remain in effect.

Ms. Kristen Hoheisel
Executive Director of Finance and Operations
An - Authorized Signature for Stillwater Area School District (Owner)

Notary Public, Name and Seal ➔

Permit Approved when signed by:
Eric Johnson, City Administrator
(NOT VALID UNTIL SIGNED)

For City - Notary Public, Name and Seal ➔
FLEET PARKING PERMIT
EXHIBIT A – SEE ATTACHED
May 17, 2019

Eric Johnson  
City Administrator  
City of Oak Park Heights  
14168 Oak Park Blvd. N.  
Oak Park Heights, MN 55082

Dear Mr. Johnson,

Stillwater Area Public Schools will be transitioning our school bus maintenance facility from the current Stagecoach location to 11530 Hudson Blvd. North, Lake Elmo, MN. The District leases the current bus maintenance facility and has been informed that a lease extension may not be an option. While finalizing the construction schedule at our new school bus maintenance facility, it has come to realization that we will need a temporary parking area for the fleet of school bus vehicles that serve Stillwater Area Public Schools.

It is the District’s request to utilize our parking lot at the Stillwater Area High School, 5701 Stillwater Blvd. North, Stillwater MN for a solution to the temporary school bus parking issue. The request is temporary and would be from June 28, 2019 thru August 16, 2019. The timing of the request coincides with a lower parking lot demand and would accommodate parking needs for the building and field activities.

Fleet maintenance, fueling and washing would be prohibited at the Stillwater Area High School. This request would facilitate bus operations for our summer school program and field trips during the temporary timeframe.

Your consideration in working with the District to resolve this issue is greatly appreciated.

Sincerely,

Kristen Hoheisel  
Executive Director of Finance and Operations  
Stillwater Area Public Schools  
651-351-8321
REQUEST

Temporary School Bus Parking Description
June 28, 2019 to August 16, 2019

Vehicles:
• 94 - Large School Bus Stalls
• 26 - Medium to Small School Bus Stalls
• 34 - Mini Van Stalls
*Attachment 1

Temporary Parking Adjustments:
• 1324 - Current parking stalls
• 521 - Stalls lost to temporary school bus vehicle and bus driver parking
• 803 - Remaining parking stalls
• 600 - Expected maximum building and facility use stalls from 6/28/19 thru 8/16/19
*Attachment 2

School bus vehicles and drivers would enter and exit at the stop light located at 58th Street and Neil Ave. Drivers would park in the north east parking area while providing summer school and field trip transportation services. Anticipated hours of school bus activity would be from 7:00 AM to 4:00 PM.

School bus activity within the temporary parking area would be limited to pre-trip/post-trip inspections. This would include inspecting activated bus lights, opening rear emergency door and observing general operating condition of the school bus. All maintenance, fueling and washing of school bus vehicles will take place off site.

Temporary signs would replace current student informational signs. The signs would communicate the area is restricted to school bus vehicle parking. The District would add two security cameras in parking that would be used to investigate any issues that may arise.

*Attachment 3 sample sign
RESTRICTED PARKING AREA
THIS ROW
RESERVED FOR SCHOOL BUS VEHICLES
AN ORDINANCE REGULATING THE OPERATION AND PARKING OF MOTOR VEHICLES ON PRIVATELY OWNED PARKING LOTS AND AREAS.

THE CITY COUNCIL OF THE CITY OF OAK PARK HEIGHTS, WASHINGTON COUNTY, MINNESOTA, DOES ORDAIN:

1116.01 Maximum Speed.
No person shall operate a motor vehicle on any privately owned parking lot or area within the City at a speed greater than is safe and reasonable under the conditions of traffic then existing therein, and in no event shall any such vehicle be operated in excess of a speed of fifteen (15) miles per hour. All operation and driving of motor vehicles on such parking lots shall be done in a careful manner so that no sudden starting or erratic movement of such vehicle is deliberately engaged in by the driver. It shall be unlawful for any person to operate any motor vehicle upon such lot in any manner that would constitute careless driving if done on a public street. No person shall engage in any drag racing or exhibition driving on any such parking lot or area.

1116.02 Parking of Vehicles.
A. The parking of vehicles on such lots shall conform to the marking of stalls or positions for parking which are designated on the surface of the parking area and no vehicle shall be parked or allowed to stand in the area of the parking lot which has been so designated or is used as a lane for moving traffic so that such parking will interfere with the moving of traffic therein.

B. No vehicle shall be parked for a continuous period of time longer than twenty-four (24) hours in any parking lot or area except that for good cause shown, the Chief of Police for the City of Oak Park Heights may, on application of the property owner and/or business operator adjacent to the parking area, allow parking of specified vehicles for period of time in excess of twenty-four (24) hours.

1116.03 Notice of Collision.
In the event that any person who drives a motor vehicle upon such a parking lot or area becomes involved in a collision between the vehicle he is driving and any other vehicle or vehicles, parked upon said lot, such driver shall leave a notice upon each unattended vehicle with which he has collided, giving his name, address, and license number. Failure on the part of any person to comply with this section shall constitute a violation of this Ordinance.
Violation and Penalty.
Any person violating this Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed Seven Hundred Dollars ($700.00) or by imprisonment not to exceed ninety (90) days, or both.
Action Items: Extension of Stephan Stagecoach, LLC Property Lease
Meeting Date: June 13, 2019
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
Action Timeline: June 13, 2019

Summary:

Ms. Hoheisel presented the Extension of Stephan Stagecoach lease agreement at the May 23, 2019 board business meeting. The school board voted to table this extension lease agreement to allow the district time to consider alternative options to house the bus fleet until it can be moved to the new bus facility in the fall.

The new term would require the school district to vacate the premise by August 31, 2019. All terms and conditions of the existing lease shall remain unchanged.

Administration recommends that the Board consider approving an extension agreement with Stephan Stagecoach, LLC that will expire on August 31, 2019.

Recommendation:
A motion and a second to approve the extension of Stephan Stagecoach, LLC property lease agreement will be requested.

Motion by: _____________________ Seconded by: _____________________ Vote: _______________
May 13, 2019

Kristen Hoheisel  
Executive Director of Finance and Operations  
Stillwater Public Schools  
1875 S. Greeley St.  
Stillwater, MN 55082

Dear Ms. Hoheisel,

In response to your request, I am offering to extend the term of the existing lease at 5280 and 5288 Stagecoach Trail, Oak Park Heights, MN. The new term shall require the school district to vacate the premises by August 31, 2019.

All terms and conditions of the existing lease shall remain unchanged.

Please sign and return a copy of this letter within seven days from today. A pdf emailed copy is sufficient.

Thank you very much.

Sincerely,

Sydney Stephan  
Stephan Stagecoach LLC  
22200 Meadowbrook Ave. N.  
Scandia, MN 55073  
stagecoachproperty@gmail.com

Accepted by: ___________________________ Date ___________________
Agenda Item: School Board Reports  
Meeting Date: June 13, 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: June 13, 2019
Contact Person: School Board Chair

Background:
The meeting must be adjourned formally.