

## Business Meeting

Tuesday, April 22, 2025 5:30 PM

Oak Park Learning Center, 6355 Osman Avenue North, Stillwater, MN 55082

I. Recognition	<b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair
II. Public Comment	<b>Speaker (s)</b> : Ms. Alison, School Board Chair
III. Call to Order	<b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair
IV. Roll Call	<b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair
V. Pledge of Allegiance	<b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair
VI. Approval of Agenda	<b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair
VII. Student Report	<b>Speaker (s)</b> : Ms. Maysen Puhmann and Ms. Ainsley Smith, Student Representatives
VIII. Superintendent Report	<b>Speaker (s)</b> : Dr. Mike Funk, Superintendent
IX. Board Chair Report	<b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair
X. Consent Agenda	
X.A. School Board Meeting Minutes, March 18, 2025	<b>Speaker (s)</b> : Ms. Katie Hockert, School Board Clerk
X.B. School Board Meeting Minutes, April 8, 2025	<b>Speaker (s)</b> : Ms. Katie Hockert, School Board Clerk
X.C. School Board Meeting Minutes, April 17, 2025	<b>Speaker (s)</b> : Ms. Katie Hockert, School Board Clerk
X.D. Payment of Invoices - April 5 - 18, 2025; Gifts and Donations - February 1-28, 2025; Treasurer's Report - February 2025	<b>Speaker (s)</b> : Ms. Marie, Chief Financial Officer
X.E. Oak-Land Middle School Bond Project Site Agreement	<b>Speaker (s)</b> : Mr. Mark Drommerhausen, Executive Director of Operations
X.F. Human Resources Personnel Report	<b>Speaker (s)</b> : Ms. Kristine Carlston, Executive Director of Human Resources
XI. Strategic Direction A: Ensure the learning process is adaptable to meet individual student needs	

**XII. Strategic Direction B: Foster a safe, welcoming and inclusive environment for all staff and students**

**XIII. Strategic Direction C: Utilize systems and align resources in an efficient manner to support learning**

XIII.A. Action: 2024-2026 Terms & Conditions of Employment for Community Education Leads and Assistants

**Speaker (s) :** Ms. Kristine Carlston, Executive Director of Human Resources

XIII.B. Action: Chromebook purchase

**Speaker (s) :** Mr. Eric Simmons, Director of Technology

XIII.C. Action: Budget Revision 2024-25

**Speaker (s) :** Ms. Marie, Chief Financial Officer

XIII.D. Report: First Reading: Policy 516 - Student Medication and Telehealth

**Speaker (s) :** Mr. Paul Lee, Executive Director of Student Support Services

XIII.E. Report: First Reading: 606.5 Library Materials

**Speaker (s) :** Mr. Paul Lee, Executive Director of Student Support Services

**XIV. Strategic Direction D: Develop strong partnerships with the communities we serve**

XIV.A. Report: Legislative Update

**Speaker (s) :** Dr. Mike Funk, Superintendent

**XV. Closed Session**

**Speaker (s) :** Ms. Alison Sherman, School Board Chair

**XVI. Adjournment**

**Speaker (s) :** Ms. Alison Sherman, School Board Chair

**XVII. Attachments**

- I. Public Comment: Cara Madetzke, Heidi Gilde, Julia Conkel Ziebell, Anna Zonko, Emily Hill, Morgan Byrne, Nina Cooper, Kate Harri, Kathy Saltzman, Jodi Jacobson, Michael McCarthy - Library books.
- II. Call to Order: The meeting was called to order at 6:11 p.m.
- III. Roll Call: Present: Sarah Grcevich, Katie Hockert, Pete Kelzenberg, Chris Lauer, Robert Parker, Alison Sherman, Andrew Thelander
- IV. Pledge of Allegiance
- V. Approval of Agenda: Motion made by Sherman to pull Priority-Based Budgeting: Elementary Schedule, second by Thelander, carried 7-0. Motion to approve agenda by Sherman, second by Lauer, carried 7-0.
- VI. Student Report: The board received a report on recent sporting events and concerts. Students are ready for spring break.
- VII. Superintendent Report: Nothing to report.
- VIII. Board Chair Report: Thank you to the community for their comments and emails around adopting district policies for books in our school media centers.
- IX. Consent Agenda: A. School Board Meeting Minutes, February 18, 2025; B. School Board Meeting Minutes, March 18, 2025; C. Payment of Invoices, March 1-14, 2025; D. Contract for internal Network and Wireless in New Elementary Schools; E. Contract for Network Switch Replacement; F. Cost Share Agreement with Washington County for New Lake Elmo Elementary Road Improvements; G. New Bayport School Addition Development Agreement; H. New Lake Elmo School Addition Development Agreement; I. Policy 602 - Organization of School Calendar and School Day; J. Policy 708 - Transportation of Nonpublic School Students; K. Memorandum of Agreement (MOA) - Nutrition Services Postings; L Severance Agreements; M. Human Resources Personnel Report. Motion by Hockert, second by Kelzenberg, carried 7-0.
- X. Strategic Direction A: Ensure the Learning Process is Adaptable to Meet Individual Student Needs.
  - A. Action: Literacy Curriculum Adoption. Adopting a new evidence-based literacy curriculum and intervention materials is a requirement of the state’s READ Act implementation. Motion by: Sherman, second by: Lauer; carried 7-0.
- XI. Strategic Direction B: Foster a Safe, Welcoming and Inclusive Environment for all Staff and Students. Nothing to report.
- XII. Strategic Direction C: Utilize Systems and Align Resources in an Efficient Manner to Support Learning.
  - A. Priority-Based Budgeting: 2025-26 Investments. Administrators provided a high-level overview of budget priorities for the 2025-26 school year.
  - B. Priority-Based Budgeting: Artificial Intelligence. The district is investing in generative AI to help save time, increase staff efficiency and automate processes in the district.
- XIII. Strategic Direction D: Develop Strong Partnerships with the Communities We Serve. Nothing to report.
- XIV. Closed Session. Motion by Sherman and second by Thelander to adjourn to a closed session pursuant to § Minnesota Statute 13D.03(b). The governing body of a public employer may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25 at 6:55 p.m. Present: Board Members Grcevich, Hockert, Kelzenberg, Lauer, Parker, Thelander, Sherman and Efe Agbamu, Kris Carlston, Marie Schrul. Motion by Sherman to adjourn the closed session at 7:47 p.m. and second by Thelander, carried 7-0.
- XII. Adjourn

A. The meeting adjourned at 7:49 p.m.

Respectfully submitted, Katie Hockert, School Board Clerk

- I. Call to Order: The meeting was called to order at 5:30 p.m.
- II. Roll Call: Present: Sarah Grcevich, Katie Hockert, Pete Kelzenberg, Chris Lauer, Robert Parker, Alison Sherman, Andrew Thelander
- III. Pledge of Allegiance
- IV. Approval of Agenda: Motion made by Sherman, second by Kelzenberg, Carried 7-0.
- V. Consent Agenda: A. March 15 - April 4, 2025, Gifts & Donations and Treasurer's Reports, January 2025; B. Field Trip Request Form for Business Professionals of America Nationals (BPA) in Orlando, Florida. Motion by: Thelander, second by Lauer, carried 7-0.
- VI. Strategic Direction A: Ensure the Learning Process is Adaptable to Meet Individual Student Needs.
  - A. Stonebridge Elementary Building Update. Principal Derek Berg shared the work underway to improve learning outcomes for students. He outlined several strengths of the program, as well as some challenges and opportunities for growth. There is a positive culture among students and staff, with a strong family and community involvement.
- VII. Strategic Direction B: Foster a Safe, Welcoming and Inclusive Environment for all Staff and Students. Nothing to report.
- VIII. Strategic Direction C: Utilize Systems and Align Resources in an Efficient Manner to Support Learning.
  - A. Report: Priority-Based Budgeting: Elementary Schedule. There will be a focus on core academic instruction that will allow teachers time to implement new literacy curriculum. Science will be taught by dedicated specialists at the elementary level, while art and media will be integrated into classroom learning. This provides 40 more minutes in the school day for reading instruction - a requirement of our new literacy program.
  - B. Report: Budget Update 2025-26. Stillwater Schools is facing a significant budget shortfall for the 2025-26 school year. District leaders are working to close a \$5 million gap through strategic reductions and smarter investments in student learning.
  - C. Action: Resolution Proposing Placement of Teachers on Unrequested Leave of Absence. Motion by: Hockert, second by Lauer, carried 7-0
  - D. Action: Staffing Adjustments (Non-Renewing Probationary Teaching Contracts) Motion by: Sherman, second by Thelander, carried 7-0
- XII. Strategic Direction D: Develop Strong Partnerships with the Communities We Serve
  - A. Adventure Club Update - Fall 2025. The projected enrollment for fall of 2025 is 976 students with 68 waitlisted. The estimated hiring need is 20-25 new staff.
- XIII. Adjourn
  - A. The meeting adjourned at 8:07 p.m.  
Respectfully submitted, Katie Hockert, School Board Clerk

Independent School District 834 – Stillwater Area Public Schools  
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082  
Special Meeting Thursday, April 17, 2025 at 7:30 AM

- I. Call to Order: The meeting was called to order at 7:30 a.m.
- II. Roll Call: Present: Sarah Grcevich, Katie Hockert, Pete Kelzenberg, Chris Lauer, Robert Parker, Alison Sherman, Andrew Thelander
- III. Approval of Agenda: Motion made by Sherman, second by Thelander, Carried 7-0.
- IV. Insurance Renewal: Approval of a 13% renewal rate increase for the district's health insurance plan for the 2025–26 plan year. As part of this decision, effective July 1, coverage for GLP-1 medications prescribed solely for obesity management will be discontinued. Motion made by Sherman, second by Thelander, Carried; 5 in favor (Hockert, Kelzenberg, Lauer, Thelander, Sherman) -1 nay (Parker) -1 abstain(Grcevich).
- XII. Adjourn
  - A. The meeting adjourned at 8:46 a.m.  
Respectfully submitted, Katie Hockert, School Board Clerk

(reserved for recording information)

**SITE IMPROVEMENT AGREEMENT**  
**OAK-LAND MIDDLE SCHOOL ADDITION**

**THIS SITE IMPROVEMENT AGREEMENT (this “Agreement”)** is dated \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Lake Elmo**, a Minnesota municipal corporation (the “City”) and **Independent School District No. 834, Stillwater Area Public Schools**, a Minnesota body corporate and politic (the “Developer”).

**1. REQUEST TO BEGIN SITE IMPROVEMENTS.** The Developer is the fee owner of the property legally described on the attached Exhibit A (the “Property”). The Developer has asked the City to allow the Developer to begin making site improvements to the Property including grading and the installation of utilities (referred to in this Agreement as the “Improvements”).

**2. RIGHT TO PROCEED.** This Agreement is intended to regulate the development of the Property and the construction therein of certain public and private improvements. The Developer may not grade or otherwise disturb the earth, remove trees, or construct public or private improvements or any buildings within the Property until all the following conditions precedent have been satisfied:

- A. the Developer has executed and recorded with Washington County any drainage and utility easements required for the Property by the City Engineer and Public Works Director

in the City's standard form;

- B. this Agreement has been executed by the Developer and the City;
- C. the required Security (as hereinafter defined) has been received by the City from or on behalf of the Developer;
- D. construction plans and specifications have been submitted by the Developer and approved by the City Engineer for the improvements to be completed under this agreement;
- E. the Developer has provided the City with the Administration and Construction Observation Escrow required by this Agreement;
- F. the Developer has paid the City for all legal, engineering, and administrative expenses incurred by the City regarding the City approvals and has given the City the additional Letter of Credit required by this Agreement;
- G. the Developer has paid any outstanding assessments and taxes for the Property;
- H. the Developer has received all necessary permits from the MPCA, MDH, DNR, applicable watershed, Washington County, MnDOT, and any other agency having jurisdiction over the improvements;
- I. the Developer has provided the City with a certificate of insurance required by this Agreement;
- J. the Developer has installed tree protection fencing or additional measures per the approved Tree Preservation Plan and the City has inspected and approved the protections;
- K. the Developer or the Developer's engineer and the Developer's contractor(s) have initiated and attended a preconstruction meeting with the City Engineer and City staff;  
and

- L. the City has issued a written notice that all above conditions have been satisfied and that the Developer may proceed.

**3. SITE IMPROVEMENT PLANS.** The Developer agrees to construct the improvements, at the Developer's sole expense, in accordance with the City approvals, and to construct all improvements in accordance with the construction plans and specifications on file with and approved by the City (collectively, the "Plans"), which have been prepared by a professional engineer registered in the State of Minnesota. All terms and conditions of the City approvals are hereby incorporated by reference into this Agreement. The Plans may not be modified by the Developer without the prior written approval of the City.

**4. IMPROVEMENTS.** In developing the Property in accordance with the Plans, the Developer shall make or install at its sole expense the following public and private improvements (collectively, the "Improvements"):

- A. Grading and erosion control;
- B. Sanitary sewer;
- C. Water system improvements;
- D. Stormwater improvements (storm sewer pipe, control structures, ponds, BMPs, etc.);
- E. Sidewalk, trail, and public right-of-way improvements;
- F. Underground private utilities;
- G. Landscaping;
- H. Tree preservation and reforestation;
- I. Wetland mitigation and buffers; and
- J. Monuments required by Minnesota Statutes.

All Improvements shall be installed in accordance with the approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the

approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense have one or more City inspectors or a soil engineer inspect the Developer's work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor.

**5. CITY ADMINISTRATION AND CONSTRUCTION OBSERVATION.** At the time of the City's execution of this Agreement, the Developer shall submit to the City an amount to be escrowed by the City for City administration and construction observation costs in an amount provided under paragraph 32 of this Agreement - Summary of Security Requirements. Thereafter, the Developer shall reimburse the City each month, within 30 days of receiving an invoice, for all administration and construction observation costs incurred by the City during the construction of the Improvements by the City's engineering, public works, planning, and landscape architecture staff and consultants. After 30 days of the invoice, the City may draw upon the escrow and stop work on the site until the escrow has been replenished in its full amount. City administration and oversight will include monitoring of construction progress and construction observation, consultation with the Developer and the Developer's professionals on status or problems regarding the project, coordination for testing, final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in the escrow or Security. Construction observation shall include, at the discretion of the City, part- or full-time inspection of proposed public utilities and street construction. The City will bill for the services on an hourly basis.

The direction and review provided by the City through the inspection of the Improvements should not be considered a substitute for the Developer-required management of the construction

of the Improvements. The Developer must require the Developer's contractor(s) to furnish the City with a schedule of proposed operations at least five days prior to the commencement of construction of each type of Improvement. The City shall inspect all Developer-installed Improvements during and after construction for compliance with the Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. The Developer will notify the City at such times during construction as the City requires for inspection purposes. Such inspection is pursuant to the City's governmental authority, and no agency or joint venture relationship between the City and the Developer is thereby created.

**6. CONTRACTORS/SUBCONTRACTORS.** City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25 percent ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the Improvements identified in paragraph 5 above.

**7. TIME OF PERFORMANCE.** The Developer shall install all required Improvements by October 31, 2026. The Developer may, however, request an extension of time from the City, and the City agrees to grant a reasonable extension for delays in the work caused by governmental orders or delays in City inspections. If the City grants the time extension, it shall be conditioned upon updating the Security or escrow posted by the Developer to reflect cost increases and amending this Agreement to reflect the extended completion date.

**8. MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all maintenance of the Improvements until the Improvements are accepted by the City in writing. The Developer also is responsible to locate all underground utilities until the Improvements are accepted in writing by the City. Warning signs shall be placed by the Developer when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours.

If and when streets become impassable, such streets shall be barricaded and closed by the Developer. The Developer and its contractors must keep all public roadways open to traffic at all times unless a right-of-way obstruction permit is obtained from the City. The Developer shall be responsible for keeping streets within and outside of the Property clean and clear of dirt and debris that may spill, track, or wash onto the street from the Developer's operations. The Developer shall contract for street cleaning for streets within and immediately adjacent to the Property. At a minimum, scraping and sweeping shall take place on a weekly basis and on a daily basis during heavy tracking days.

**9. LICENSE.** The Developer hereby grants the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with the development of the Property and this Agreement.

**10. CONSTRUCTION ACCESS AND PARKING.** Construction traffic access and egress for all work on the site including grading, utility construction, building construction, and Improvements is restricted to access the Property via Manning Avenue (CR 15) at the existing driveway locations per the approved erosion control plans. No construction traffic is permitted on other adjacent local streets, along 10<sup>th</sup> street North, or at any other location along Manning Avenue (CR 15).

All construction parking and staging, including the loading and unloading of equipment and supplies during the construction of the site Improvements and buildings must be completed interior to the project site and is not allowed to occur within any public right-of-way. The Developer and contractors shall be responsible for the repair and restoration of any damage to the street, curb, trail, sidewalk, and boulevard caused by the construction activities. Such work shall meet all City standards and specifications.

**11. CONSTRUCTION SEQUENCE AND COMPLIANCE.** The City will require the Developer to construct the Improvements in a sequence that will allow progress and compliance

points to be measured and evaluated. The Developer and the Developer's representatives are required to supervise and coordinate all construction activities for all Improvements and must notify the City in writing stating when the work is ready for the inspection at each of the measurable points defined in the following paragraphs.

**12. EROSION CONTROL.** Erosion control practices must comply with the Plans and Specifications, the City's Engineering Design and Construction Standards Manual, with all watershed district permits and the Minnesota Pollution Control Agency's Best Management Practices. The City may impose additional erosion control requirements as deemed necessary. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion in accordance with requirements set forth in the City's erosion control regulations and the stormwater pollution prevention plan.

**14. WETLAND MITIGATION.** The Developer shall complete wetland mitigation/restoration in accordance with the Plans and Specifications and in accordance with any applicable watershed or agency permits. If the mitigation work is found to be incomplete or restoration is unsuccessful, the City may draw down the Security at any time during the warranty periods to perform the necessary work if the Developer fails to take corrective measures to remedy the issues with the mitigation or restoration work.

**15. SITE GRADING.** All grading must be done in compliance with this Agreement and the approved grading plans. Within 30 days after completion of the grading, the Developer shall provide the City with an "as built" grading plan and a certification by a registered land surveyor or engineer as required in the City's Engineering Design and Construction Standards Manual. Within five days after completion of the grading, the Developer shall request an inspection of tree preservation plan compliance from the City Planner. If additional tree plantings are required, the

landscape plan shall be modified and additional replacement trees planted as approved by the City prior to the start of the landscape warranty period.

**16. UTILITY IMPROVEMENTS.** All storm sewers, sanitary sewers, and watermain shall be installed in accordance with the approved Plans, the City approvals, the City Code, and the City's Engineering Design and Construction Standards Manual. Once the work is completed, the Developer or the Developer's representative shall submit a written request to the City asking for an inspection of the initial improvements. The City will then schedule a walk-through to create a punch list of outstanding items to be completed. Upon receipt of the written punch list provided by the City, the Developer must complete the punch list items and notify the City to reinspect the Improvements.

**17. LANDSCAPING AND TREE REPLACEMENT IMPROVEMENTS.**

- A. Prior to installation of landscaping, the Developer shall notify the City Planner and a pre-construction meeting shall be held with the City's Landscape Architect to review landscaping requirements, best practices, and inspection schedules.
- B. The Developer agrees to install landscaping in accordance with the approved Plans, the City approvals, the City Code, the City's Engineering Design and Construction Standards Manual, and the City's Landscape and Irrigation Standards. All landscaping materials such as trees, shrubs, grasses, or other vegetation installed by the Developer shall be warrantied for a period of two years and maintained throughout the warranty period. The two-year warranty period shall be deemed to start once all required landscaping identified as responsibility of Developer in the approved Plans has received acceptance by the City. The Developer agrees to have the City's Landscape Architect complete yearly inspections to verify compliance with maintenance requirements and conduct a final inspection before the end of the two-year warranty period to verify the compliance of all landscaping with City

requirements. In the event that any landscaping installed by the Developer is deemed through this inspection process to be in poor condition or dead, the Developer is to replace the landscaping with like materials or as otherwise approved by the City within 60 days of notification.

- C. The Developer shall be responsible for maintaining regular watering, fertilizing, and over-seeding necessary to establish final lawns and yards as identified in the approved Plans for public rights-of-way and any disturbed areas outside the Property boundaries according to a landscape maintenance plan approved by the City. The Developer agrees to achieve “substantial performance” on all seeded or sodded areas disturbed during the construction of the Improvements. For the purpose of this Agreement “substantial performance” shall be defined for areas seeded or sodded with a turf or lawn mix as “square foot turf areas with an average blade height of three inches free of eroded, bare, or dead spots and free from perennial weeds or unwanted grasses with no visible surface soil.” For areas seeded with a native grass or flower mix “substantial performance” shall be defined as “square foot native grass or flower areas with an average height of eight inches free of eroded, bare, or dead spots and no visible surface soil.”

**18. SIGNAGE, STREET LIGHTING, AND OTHER UTILITIES.** The Developer agrees to install street signs, traffic and parking signs, and pavement markings within the Property all in accordance with the approved Plans and the City Engineering Design Standards Manual. The Developer shall submit street and traffic sign details to the City for approval prior to installation. In addition, the Developer shall be responsible for the cost and all coordination work to extend private utilities along with street and driveway lighting within the Property all in accordance with the approved plans and right-of-way permits.

**19. ACCEPTANCE AND OWNERSHIP OF IMPROVEMENTS.** Upon completion of the

Improvements required by this Agreement and acceptance by the City, the Improvements lying within public easements shall become City property. Prior to acceptance of the public Improvements by the City, and within 30 days after completion of the work, the Developer shall provide the City with a complete set of reproducible "record" plans and an electronic file of the "record" plans in accordance with the City's Engineering Design and Construction Standards Manual. The record plans shall be certified by a registered engineer. Upon receipt of "record plans" and upon review and verification by the City Engineer that the Improvements have been completed in accordance with the Plans and Specifications, the City Engineer will accept the completed Improvements and initiate the Warranty Period (as hereinafter defined).

**20. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC AND WAC).** The Developer shall be responsible for the payment of all sewer and water availability and connection charges (SAC) and (WAC) per the City's fee schedule with respect to the Subdivision Improvements required by the City and any state or metropolitan government agency. The following fees shall be paid by the Developer or the Developer's contractor on behalf of the Developer to the City at the time the City issues a building permit for each building with the development:

City Sewer Availability Charge (SAC)	\$3000/REC Unit
City Water Availability Connection (WAC)	\$3000/REC Unit
City Sewer Connection Charge	\$1000/REC Unit
City Water Connection Charge	\$1000/REC Unit
Metropolitan Council Sewer Availability Charge (SAC)	\$2485/REC Unit

**21. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.**

- A. The City will issue building permits for buildings provided that the final plat has been recorded with Washington County.

- B. The City will not schedule a final building inspection or issue a certificate of occupancy (temporary, permanent or otherwise) for the building to be constructed until all Improvements have been installed and have been accepted by the City in accordance with Section 19 of this Agreement.
- C. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City, shall be grounds for denial of building permits, certificates of occupancy, and withholding of other permits, inspection or actions and the halting of all work in the Property.
- D. If the City issues a building permit prior to the acceptance of the public Improvements by the City, the Developer assumes all liability and costs resulting in delays in completion of the Improvements and damage to the Improvements caused by the City, the Developer, the Developer's contractors, subcontractors, materialmen, employees, agents, or any third parties.

**22. RESPONSIBILITY FOR COSTS.**

- A. The Developer shall be responsible for paying all costs related to the construction of the Improvements, and any corrective and warranty work related to the Improvements, including, but not limited to, legal, planning, engineering, and inspection expenses incurred in connection with the preparation of this Agreement, review of the plans and specifications, and all costs and expenses incurred by the City in monitoring and inspecting the Improvements.
- A. The event that the City receives claims from labor, materialmen, or others that work required by this Agreement has been performed and the amounts due to them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District

Courts, to draw upon the Security in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the funds deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

- B. The Developer shall hold the City and its officials, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the City's approval of the planned unit development and the development of the Property unless caused by the negligence, action, or inaction of the City. The Developer shall indemnify the City and its officials, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- C. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including reasonable engineering and attorneys' fees.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, any special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells the Property, or any portion of it.
- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days after receipt. Bills not paid within 30 days shall be assessed a late fee per the City's adopted fee schedule. Upon request, the City will provide copies of detailed invoices of the work performed by the City and its consultants.

**23. CITY PAYMENTS.** The City shall reimburse the Developer in the amount of \$83,000 for oversizing costs associated with the installation of 12 inch water main as identified on the

Plans. City payments shall be made within 30 days of the City's final acceptance of the Subdivision Improvements, but only if the Developer is not in default with respect to any terms of this Agreement. This payment by the City shall be the City's only responsibility with regard to construction of the Subdivision Improvements and in no case shall act as a waiver of any other right of the City under this Agreement or under applicable laws, ordinances or rules.

**24. SPECIAL PROVISIONS.** The following special provisions shall apply to the Property:

- A. Implementation of the recommendations and requirements listed in the August 26, 2024 Engineering Memorandum.
- B. Implementation of the recommendations and requirements listed in the August 27, 2024 Landscape Architect Memorandum.
- C. Implementation of the recommendations and requirements listed in the August 26, 2024 Fire Chief Memorandum.
- D. The Developer must obtain a sign permit from the City prior to installation of any signs.
- E. Compliance with Valley Branch Watershed (VBWD) permit and evidence that all permit conditions have been met prior to any grading activity on site.
- F. All storm water facilities internal to the site shall be owned and maintained by the Developer. A storm water maintenance and easement agreement in a form acceptable to the City shall be executed by the Developer and recorded prior to issuance of building permits.

**25. MISCELLANEOUS.**

- A. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligations hereunder shall continue in full force and effect even if the Developer sells the Property or any portion of it.
- B. Retaining walls that require a building permit shall be constructed in accordance with

plans and specifications prepared by a professional engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved Plans. All retaining walls identified on the Plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

- C. If necessary, the Developer shall provide the City with a copy of written permission for any off-site grading work and storm sewer discharges to adjacent properties before starting any site work or grading.
- D. The Developer shall take out and maintain or cause to be taken out and maintained until six months after the City has accepted the public Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,500,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,500,000 or more. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate of insurance evidencing coverage prior to the City signing this Agreement. The certificate shall provide that the City must be given 30 days' advance written notice of the cancellation of the insurance.
- E. Third parties shall have no recourse against the City under this Agreement.
- F. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity

of the remaining portion of this Agreement.

- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- H. This Agreement shall run with the land and may be recorded against the title to the Property at the Developer's expense. The Developer covenants with the City, its successors and assigns, that it is the fee owner of the Property and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenant.
- I. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
- J. The Developer represents to the City that the Property and the Improvements comply or will comply with all City, County, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, planned unit development regulations, zoning ordinances and environmental regulations. If the City determines that the Property is not in compliance, the City may, at its option, refuse to allow construction or development work in the Property until it is brought into compliance. Upon the City's demand, the Developer shall cease work until there is compliance.

**26. EVENTS OF DEFAULT.** The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- A. Subject to unavoidable delays, failure by the Developer to commence and complete construction of the Improvements pursuant to the terms, conditions, and limitations of this Agreement.
- B. Failure by the Developer to substantially observe or perform any material covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

**27. REMEDIES ON DEFAULT.** Whenever any Event of Default occurs, the City, subject to any rights of third parties agreed to by the City pursuant to this Agreement, or otherwise by written, executed instrument of the City, may take any one or more of the following actions:

- A. The City may suspend its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under the Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.
- B. The City may initiate such action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from the Developer, or immediately draw on the Security, as set forth in this Agreement.

**28. ENFORCEMENT BY CITY; DAMAGES.** The Developer acknowledges the right of the City to enforce the terms of this Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. In the event of a default by the Developer as to construction or repair of any of the Improvements or any other work

or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does such work, the City may, in addition to its other remedies, levy special assessments against the land within the Property to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements, and any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081.

The Developer also acknowledges that its failure to perform any or all of the Developer's obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that such expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

**29. WARRANTY.** During the warranty period, the Developer warrants that all Improvements will be free from defects and that they will continue to meet all technical specifications and standards. During the warranty period, the Developer agrees to repair or replace any Improvement, or any portion or element thereof, which shows signs of failure, normal wear and tear excepted. If the Developer fails to repair or replace a defective Improvement during the warranty period, the City may repair or replace the defective portion and may draw upon the Security to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Improvement repair or replacement if the cost thereof exceeds the remaining amount of the Security. Such reimbursement must be made within 45 days of the date upon

which the City notifies the Developer of the cost due under this paragraph. The Developer hereby agrees to permit the City to specially assess any unreimbursed costs against the Property if the Developer fails to make required payments to the City. The Developer, on behalf of itself and its successors and assigns, acknowledges the benefit to the Property of the repair or replacement of the Improvements and hereby consents to such assessment and waives the right to a hearing or notice of hearing or any appeal thereon under Minnesota Statutes, Chapter 429.

- A. The required warranty period for all work relating to the public sewer and water shall be two years from the date of final written City acceptance of the work.
- B. The required warranty period for all work relating to street construction, including concrete curb and gutter shall be one year from the date of final written City acceptance of the work.
- C. The required warranty period for sod, trees, and landscaping is two years from the date of final written City acceptance of the installation.

**30. SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all public Improvements, and construction of all public Improvements, the Developer shall furnish the City with an irrevocable letter of credit or cash escrow or a combination of a cash escrow and a letter of credit (the "Security") in the amount of \$2,740,000. The bank originating the letter of credit shall be determined by the City to be solvent and creditworthy. The letter of credit shall substantially be in the form attached to this Agreement and must be approved by the City. The amount of the Security was calculated as itemized on **Exhibit B**. If at any time the City reasonably determines that the bank issuing the letter of credit no longer satisfies the City's requirements regarding solvency and creditworthiness, the City shall notify the Developer and the Developer shall provide to the City within 45 days a substitute for the letter of credit from another bank meeting the City's requirements. If the Developer fails to provide the City within 45 days with a substitute letter of

credit from an issuing bank satisfactory to the City, the City may draw under the existing letter of credit.

This breakdown is for historical reference; it is not a restriction on the use of the Security. The City may draw upon the Security, without notice, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term. If the required public Improvements are not completed at least 30 days prior to the expiration of the Security, the City may also draw upon it. If the Security is drawn upon, the proceeds shall be used by the City to cure the default.

**31. REDUCTION OF SECURITY.** Upon written request by the Developer and upon receipt of proof satisfactory to the City Engineer that work has been completed in accordance with the approved Plans and the terms of this Agreement and that all financial obligations to the City have been satisfied, the City Engineer may approve reductions in the Security in the following instances:

- A. Upon completion of grading operations, including temporary site restoration. The Developer must submit an as-built grading survey to the City that at a minimum establishes the as-built grades at all lot corners and downstream drainage conveyance systems and storm water ponds. Upon inspection of the site and approval of the as-built survey by the City, 100 percent, or \$350,000, of the Security associated with grading may be released. This Security reduction does not include amounts related to erosion and sedimentation control.
- B. Up to 75 percent of the Security associated with the itemization on **Exhibit B** may be released upon completion of the following key milestones of the project as determined by the City Engineer:
  - 1. Construction Categories 2 and 3: The amount of \$281,250 may be released when all sanitary sewer and watermain utilities have been installed, all testing and televising has been successfully completed, sanitary sewer as-built inverts

have been verified, and the utilities are considered ready for use by the City Engineer.

2. Construction Categories 4 and 5: The amount of \$879,375 may be released when all sidewalks, and storm sewer have been installed and tested, and have been found to be complete to the satisfaction of the City Engineer including all corrective work for any identified punch list items and including verification of storm sewer as-built inverts, but not including the final wear course.
  3. Construction Categories 6-10 and 14-17: The amount of \$559,688 may be released when all remaining Developer's obligations under this Agreement have been completed including: (1) bituminous wear course; (2) street lighting and private utilities; (3) trails; (4) bio retention facilities; (5) iron monuments for lot corners have been installed; (3) all financial obligations to the City satisfied; (4) the required "record" plans in the form of the City standards have been received and approved by the City; and (5) the public Improvements are accepted by the City Engineer and the City Council.
  4. Construction Categories 11-13: The amount of \$72,188 may be released when landscaping Improvements have been installed to the satisfaction of the City including all corrective work for any identified punch list items.
- C. Twenty-five percent of the original Security amount, excluding grading and landscaping improvements shall be retained until: (1) all Property Improvements have been fully completed and accepted by the City, including all corrective work and warranty punch list items; (2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.
- D. Twenty-five percent of the original Security amount associated with the landscaping shall be retained by the City until: (1) all landscaping Property Improvements have been fully completed and accepted by the City, including all

corrective work and warranty punch list items being completed by the Developer;  
(2) all financial obligations to the City have been satisfied; and (3) the warranty period has expired.

**32. SUMMARY OF CASH REQUIREMENTS.** The following is a summary of the cash requirements under this Agreement which must be paid to the City prior to the execution of this Agreement by the City:

City Engineering and Administration Escrow	\$10,000
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<b>TOTAL CASH REQUIREMENTS:</b>	<b>\$10,000.00</b>
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**33. NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents or mailed to the Developer by certified mail at the following address: 1875 South Greeley Street, Stillwater, MN 55082, Attention: Mark Drommerhausen, drommerhausenm@stillwaterschools.org. Notices may also be delivered to the Developer via email to the above email addresses, provided that a hard copy of the notice is also delivered by certified mail or hand delivery. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by certified mail in care of the City Administrator, Nicole Miller, nmiller@lakeelmo.gov, at the following address: Lake Elmo City Hall, 3880 Laverne Avenue N, Lake Elmo, Minnesota 55042. Notices may also be delivered to the City via email to the above email address, provided that a hard copy of the notice is also delivered by certified mail or hand delivery.

**34. COMPLIANCE WITH LAWS.** The Developer agrees to comply with all laws, ordinances, regulations, and directives of the state of Minnesota and the City applicable to the Property. This Agreement shall be construed according to the laws of the state of Minnesota.

**35. SEVERABILITY.** In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall pertain only to

such section and shall not invalidate or render unenforceable any other provision of this Agreement.

**36. NON-WAIVER.** Each right, power, or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

**37. COUNTERPARTS.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

**CITY OF LAKE ELMO**

By: \_\_\_\_\_  
Charles Cadenhead  
Its: Mayor

By: \_\_\_\_\_  
Julie Johnson  
Its: City Clerk

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF WASHINGTON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Charles Cadenhead and Julie Johnson, the Mayor and City Clerk, respectively, of the City of Lake Elmo, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC



# EXHIBIT A TO SITE IMPROVEMENT AGREEMENT

## Legal Description of Property Being Improved

### Old Legal Description:

#### PARCEL A:

The following parts of the North Half of the Northeast Quarter (N1/2 of NE1/4) of Section Thirty-six (36), Township Twenty-nine (29) North, Range Twenty-one (21) West described as follows: The East 666 feet of the said North Half of the Northeast Quarter and the West 234.9 feet of the East 900.0 feet of the South 891.8 feet, subject to public roadways along the North and East side thereof and containing 25 acres more or less together with a perpetual easement for utility purposes including but not limited to underground gas lines, electrical transmission lines, and drainage, said easement tract being the south 50 feet of the West 1,571.1 feet of the East 2,472.5 feet of the said North Half of the Northeast Quarter (N1/2 of NE1/4) of Section Thirty-six (36). (Description per Warranty Deed Doc. No. 212313)

#### PARCEL B:

All that part of the North Half of the Northeast Quarter (N1/2 of NE1/4) of Section Thirty-six (36), Township Twenty-nine (29) North, Range Twenty-one (21) West, described as follows: The West 732.68 feet of the East 1633.58 feet of the South 891.8 feet containing 15 acres more or less. (Description per Warranty Deed Doc. No. 218479)

### New Legal Description:

Lot 1, Block 1, OAK-LAND MIDDLE SCHOOL ADDITION, according to the recorded plat thereof, Washington County, Minnesota.

**EXHIBIT B TO  
SITE IMPROVEMENT AGREEMENT**

**Improvements Cost/Security Amount Estimate**

<b><u>CONSTRUCTION CATEGORY</u></b>	<b><u>COST</u></b>	<b><u>125 percent</u></b>
1 <u>Grading</u>	\$280,000	\$350,000
2 <u>Sanitary Sewer</u>	NA	NA
3 <u>Watermain</u>	\$300,000	\$375,000
4 <u>Storm Sewer (includes pond structures and outfall pipes)</u>	\$938,000	\$1,172,500
5 <u>Sidewalks</u>	NA	NA
6 <u>Trails</u>	NA	NA
7 <u>Surface Water Facilities (ponds, infiltration basins, other BMPs)</u>	\$196,000	\$245,000
8 <u>Street Lighting</u>	NA	NA
9 <u>Street and Traffic Signs</u>	NA	NA
10 <u>Private Utilities</u>	NA	NA
11 <u>Landscaping Improvements</u>	\$70,000	\$87,500
12 <u>Tree Preservation and Restoration</u>	\$7,000	\$8,750
13 <u>Wetland Mitigation and Buffers</u>	NA	NA
14 <u>Monuments</u>	\$6,000	\$7,500
15 <u>Erosion and Sedimentation Control</u>	\$380,000	\$475,000
16 <u>County Roadway/Traffic Signals</u>	NA	NA
17 <u>Developer's Record Drawings</u>	\$15,000	\$18,750
 <b><u>TOTALS</u></b>	 <b>\$2,192,000</b>	 <b>\$2,740,000</b>

# **FORM OF IRREVOCABLE LETTER OF CREDIT**

No. \_\_\_\_\_

Date: \_\_\_\_\_

TO: City of Lake Elmo

Dear Sir or Madam:

We hereby issue, for the account of \_\_\_\_\_ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$\_\_\_\_\_ available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, of (Name of Bank)" \_\_\_\_\_;
- b) Be signed by the Mayor or City Administrator of the City of Lake Elmo.
- c) Be presented for payment at \_\_\_\_\_ (Address of Bank) \_\_\_\_\_, on or before 4:00 p.m. on November 30, 20\_\_\_\_.

We hereby agree that all sight drafts drawn under and in conformity with the terms of this Letter of Credit will be duly honored if drawn and presented for payment together with the documents required herein to [INSERT NAME AND ADDRESS OF BANK AND CONTACT PERSON] if presented before \_\_\_\_\_ p.m. on or before the expiration date. Presentations may be made by certified mail, return receipt requested, or by Federal Express or any other recognized courier company.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lake Elmo City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: City Administrator, City Hall, 3880 Laverne Ave. N., Lake Elmo Minnesota 55042 and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: \_\_\_\_\_

Its \_\_\_\_\_

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

**RETIREMENT/RESIGNATION/RELEASE**

<b>NAME</b>	<b>STATUS</b>	<b>ASSIGNMENT</b>	<b>GROUP</b>	<b>EFFECTIVE DATE</b>
Bakalov, Seth	Resignation	Nutrition Services, 4.0 hours/day Mahtomedi High School	Nutrition Services	April 11, 2025
Bakke, Sophia	Resignation	Paraprofessional, 6.5 hours/day Transition/Oak Park Elementary	SCPA	June 3, 2025
Barrios, Avery	Probationary Release	Paraprofessional, 3.0 hours/day Lake Elmo Elementary	SCPA	June 3, 2025
Biel, Rebecca	Budgetary Release	Curriculum Coordinator Central Services Building	C.S.S.	June 30, 2025
Bliven, Steve	Retirement Rescinded	1.0 FTE Elementary Education Teacher Brookview Elementary	SCEA	April 1, 2025
Chika, Adaobi	Probationary Release	Paraprofessional, 18 hours/week Andersen Elementary	SCPA	June 3, 2025
Craker, Mary	Resignation	Nutrition Services, 3.0 hours/day Afton-Lakeland Elementary	Nutrition Services	April 24, 2025
Dudley, Laureen	Retirement (35 years)	1.0 FTE Elementary Education Teacher Stonebridge Elementary	SCEA	December 31, 2025
Durston, Robert	Resignation	Nutrition Services, 5.75 hours/day OH Anderson	Nutrition Services	May 23, 2025
Feiges, Jennifer	Budgetary Release	Administrative Assistant- Finance Central Services Building	Tech Support	April 4, 2025
Fischer, Amy	Budgetary Release	Curriculum Coordinator Central Services Building	C.S.S.	June 30, 2025
Foster, Elizabeth	Resignation	Paraprofessional, 6.25 hours/day Andersen Elementary	SCPA	June 3, 2025
Gerlach, Morgan	Resignation	Paraprofessional, 4.25 hours/day Stillwater Area High School	SCPA	June 3, 2025
Gervais, Taylor	Probationary Release	Paraprofessional, 6.0 hours/day Rutherford Elementary	SCPA	June 3, 2025
Graf, Tony	Resignation	Paraprofessional, 4.75 hours/day Stillwater Area High School	SCPA	April 11, 2025
Jorgensen, Jenna	Budgetary Release	Communications & Public Relations Coordinator Central Services Building	C.S.S.	June 2, 2025
Kostroski, Julie	Retirement (9 years)	Paraprofessional, 6.25 hours/day Rutherford Elementary	SCPA	June 3, 2025
Lofgren, Kristin	Resignation	Nutrition Services, 4.0 hours/day Mahtomedi High School	Nutrition Services	April 2, 2025
Miller, Melissa	Retirement (13 years)	Paraprofessional, 6.5 hours/day Andersen Elementary	SCPA	June 3, 2025
Miller, Michael	Retirement (27 years)	Custodian, 8.0 hour/day Stillwater Area High School	Custodial	July 1, 2025
McConico, Matthew	Resignation	Paraprofessional, 6.0 hours/day Oak-Land Middle School	SCPA	April 1, 2025
Mogren, Lori	Probationary Release	Paraprofessional, 6.5 hours/day Brookview Elementary	SCPA	June 3, 2025
Reyes, Estephanie	Resignation	Nutrition Services, 4.0 hours/day Mahtomedi High School	Nutrition Services	March 21, 2025
Smith, Erin	Probationary Release	Paraprofessional, 6.0 hours/day Afton-Lakeland Elementary	SCPA	June 3, 2025
Troesken, Tamera	Probationary Release	Paraprofessional, 6.0 hours/day Stillwater Middle School	SCPA	June 3, 2025
Vecchiolla, Michael	Probationary Release	Paraprofessional, 3.0 hours/day Lake Elmo Elementary	SCPA	June 3, 2025
Williams, Latwanna	Budgetary Release	Marketing Coordinator (Part-Time) Central Services Building	C.S.S.	May 30, 2025

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

**HIRES/REHIRES**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>SALARY PLACEMENT/ HOURLY RATE</b>	<b>REASON</b>	<b>GROUP</b>	<b>EFFECTIVE DATE</b>
Broadwater, Troy	Summer Grounds Crew District Wide	\$17.00 hour	2024-2025 Staffing	Custodial	May 16, 2025 - September 30, 2025
Carlson, Jennifer	Nutrition Services, 4.75 hours/day Oak-Land Middle School	\$18.92 / hour	2024-2025 Staffing	Nutrition Services	April 1, 2025
Fleigl, Esther	Assistant Girls Track Stillwater Area High School	\$3,045	2024-2025 Staffing	Co-Curricular	March 17, 2025
Fritsche, Craig	Summer Grounds Crew District Wide	\$17.00 hour	2024-2025 Staffing	Custodial	May 1, 2025 - September 30, 2025
Gjerme, Natalie	Part-Time Assitant Girls Lacrosse Stillwater Area High School	\$1,827.00	Replacement	Co-Curricular	April 4, 2025
Haugen, Nils	Assistant Boys Lacrosse Stillwater Area High School	\$4,060	Replacement	Co-Curricular	March 31, 2025
Hemenway, Abby	Assistant Track Coach Oak-Land Middle School	\$1,624	Replacement	Co-Curricular	April 2, 2025
Hoheisel, Joseph	Summer Grounds Crew District Wide	\$17.00 hour	2024-2025 Staffing	Custodial	May 16, 2025 - September 30, 2025
Jackson, Lyndsay	Paraprofessional, 6.5 hours/day Stonebridge Elementary	\$18.00 / hour	2024-2025 Staffing	SCPA	April 1, 2025
Leaney, John	Summer Grounds Crew District Wide	\$17.00 hour	2024-2025 Staffing	Custodial	May 19, 2025 - September 30, 2025
Lindgren, Patrick	Custodian, 8.0 hours/day Early Childhood Family Center	\$27.06 / hour	2024-2025 Staffing	Custodial	April 7, 2025
Mercer, Lindsey	Adm. Asst. Counselor, 6.0 hrs/day, Para 2.0 hrs/day Stillwater Middle School	\$21.85 hour / \$18.00 hour	Replacement	Tech Support/ Para	March 25, 2025
Rowan, Charley	Summer Grounds Crew District Wide	\$17.00 hour	2024-2025 Staffing	Custodial	June 16, 2025 - September 30, 2025
Schmidtz, Alexander	Assistant Boys Lacrosse Stillwater Area High School	\$3,045	Replacement	Co-Curricular	March 31, 2025
Schroeder, Jacob	Summer Grounds Crew District Wide	\$17.00 hour	2024-2025 Staffing	Custodial	May 16, 2025 - September 30, 2025
Sheely, Kate	Part-Time Assitant Girls Lacrosse Stillwater Area High School	\$1,827.00	Replacement	Co-Curricular	April 4, 2025
Sortedahl, John	Summer Grounds Crew District Wide	\$17.00 hour	2024-2025 Staffing	Custodial	May 16, 2025 - September 30, 2025
Vander Linden, Luke	Summer Grounds Crew District Wide	\$17.00 hour	2024-2025 Staffing	Custodial	May 16, 2025 - September 30, 2025
Van Dyke, Jennifer	Nutrition Services, 4.0 hours/day Stillwater Area High School	\$18.92 / hour	2024-2025 Staffing	Nutrition Services	April 10, 2025
Vecchiolla, Michael	Paraprofessional, 3.0 hours/day Lake Elmo Elementary	\$18.00 / hour	2024-2025 Staffing	SCPA	April 1, 2025
Krannich, Ansel	Community Ed Assistant Lake Elmo Elementary	18.14 / hour	2024-2025 Staffing	Community Ed	June 4, 2025

**LEAVES OF ABSENCE**

<b>NAME</b>	<b>STATUS</b>	<b>ASSIGNMENT</b>	<b>GROUP</b>	<b>EFFECTIVE DATE</b>
Ball, Marin	Approve	1.0 FTE Elementary Education Teacher Afton-Lakeland Elementary	SCEA	2025-2026 school year
Greene, Greg	Approved	Custodian, 8.0 hours/day Stillwater Middle School	Custodial	May 5, 2025 - June 16, 2025
Johnson, Shannon	Approved	Paraprofessional, 7.0 hours/day Rutherford Elementary	SCPA	March 31, 2025 - May 31, 2025
Kupfer, Cynthia	Approved	Paraprofessional, 24 hours/week Early Childhood Family Center	SCPA	April 1, 2025 - April 29, 2025

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

**ASSIGNMENT CHANGES**

<b>NAME</b>	<b>FROM</b>	<b>TO</b>	<b>REASON</b>	<b>GROUP</b>	<b>EFFECTIVE DATE</b>
Cashin, Julie	1.0 FTE Spanish Teacher Stillwater Area High School	.8 FTE Spanish Teacher Stillwater Area High School	2025-2026 Staffing	SCEA	2025-2026 school year
Coyle, McKenzie	Paraprofessional, 6.5 hours/day Lake Elmo Elementary	Paraprofessional, 6.5 hours/day Lily Lake Elementary	2025-2026 Staffing	SCPA	2025-2026 school year
Fredricksen, Jessie	1.0 FTE English Teacher Stillwater Area High School	.8 FTE English Teacher Stillwater Area High School	2025-2026 Staffing	SCEA	2025-2026 school year
Romig, Shannon	Nutrition Services, 4.0 hours/day Stillwater Area High School	Nutrition Services, 6.5 hours/day Stillwater Area High School	2024-2025 Staffing	Nutrition Services	March 19, 2025
Schmelzer, Megan	1.0 FTE Special Education Teacher Afton-Lakeland Elementary	.5 FTE Special Education Teacher Afton-Lakeland Elementary	2025-2026 Staffing	SCEA	2025-2026 school year
Strom, Reba	Paraprofessional, 6.5 hours/day Lake Elmo Elementary	Paraprofessional, 6.5 hours/day Lily Lake Elementary	2025-2026 Staffing	SCPA	2025-2026 school year
Zaccagnini, Scott	Paraprofessional, 6.5 hours/day Lake Elmo Elementary	Paraprofessional, 6.5 hours/day Lily Lake Elementary	2025-2026 Staffing	SCPA	2025-2026 school year
Zabada, Rochelle	1.0 FTE School Psychologist Afton-Lakeland Elementary	.8 FTE School Psychologist Afton-Lakeland Elementary	2025-2026 Staffing	SCEA	2025-2026 school year

**ADDITIONAL ASSIGNMENTS**

<b>NAME</b>	<b>Position</b>	<b>Reason</b>	<b>Group</b>	<b>EFFECTIVE DATE</b>
Delahunt, Hannah	Asst. Girls Soccer Coach Stillwater Area High School	Replacement	Co-Curricular	August 18, 2025
Olson, Andy	Co Head Track Lead Stillwater Middle School	2024-2025 Staffing	Co-Curricular	April 1, 2025
Rambo, Samantha	Asst. Softball Coach Stillwater Middle School	2024-2025 Staffing	Co-Curricular	April 1, 2025
Kapfer, Stephanie	Summer Success LSN Stillwater Middle School	2024-2025 Staffing	SCEA	June 9, 2025 - June 26, 2025
Prichard, Paula	Community Ed Assistant, 4.5 hours/day Rutherford	2024-2025 Staffing	Community Ed Leads & Assistants	June 4, 2025 - August 8, 2025
Vollrath, Breanna	Asst. Softball Coach Oakland Middle School	2024-2025 Staffing	Co-Curricular	April 14, 2025
Dicks, Emily	Community Ed Assistant, 7 hours/day Lily Lake Elementary School	2024-2025 Staffing	Community Ed Leads & Assistants	June 4, 2025 - August 8, 2025



Expect  
**More.**

# Community Ed Leads and Assistants Terms and Conditions

*School Board Meeting  
April 22, 2025*

# Terms and Conditions Highlights of Changes

- Placement on the wage schedule experience
- Holidays adjusted
- Bereavement leave
- Wage increase
- Longevity pay



Expect  
**More.**

# Terms and Conditions Wage Increase

- CE Leads -
  - Yr 1 wage increase 2.5% + 2 steps advancement,
  - Yr 2 wage increase 2.5% + step advancement
- CE Assistants -
  - Yr 1 wage increase 2.5 % + step advancement,
  - Yr 2 wage increase 2.5% + step advancement

## Longevity

.50 after 10 years  
.75 after 20 years  
1.00 after 30 years



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# Questions



**EXPENDITURE APPROVAL FORM**  
**Fiscal Year 2024-25**

**Instructions:** This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$175,000.00

**REQUESTED BY:** Eric Simmons, Director of Technology    **DATE:** April 16, 2025

**DESCRIPTION OF REQUEST**

School board approval for the funding of the district’s one-to-one device program for student devices in the 2025-26 School Year, totaling \$426,387.00 for 1,300x Acer Chromebooks.

**FINANCIAL IMPACT**

**Budget(s) Impacted:** \$426,387.00 in FY25 Operating Capital .

**Is This a One-Time Expenditure?**

Yes, once implemented there will be no ongoing costs  
No, it will need to be funded indefinitely (annually)  
No, it will need to be funded for Fiscal Years

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

Yes    List Source(s): FY26 Technology Levy  
● No



Expect  
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# **Fiscal Year 2024-2025 Budget Revision**

**Presented to the School Board  
Marie Schrul  
Chief Financial Officer  
April 22, 2025**

# Purpose

- To present the 2024-25 budget revision to the School Board for approval
- To provide a 2024-25 quarterly budget update





# 2024-25 Budget Revision

# 2024-25 Budget Revision (Revenue - All Funds)

Fund	2024-25 Preliminary Budget	Revision	2024-25 Revised Budget
General	\$149,339,664	\$2,704,479	\$152,044,143
Food Service	7,087,758	726,979	7,814,737
Community Service	8,750,054	546,381	9,296,435
Building Construction	652,000	0	652,000
Debt Service	17,521,879	0	17,521,879
Custodial (Trust)	7,000	0	7,000
<b>Total Revenue</b>	<b>\$183,358,355</b>	<b>\$3,977,839</b>	<b>\$187,336,194</b>



Expect  
**More.**

# 2024-25 Budget Revision (Revenue Changes)

Adjustments	Amount
<b><u>General Fund:</u></b>	
<b>State Aid</b>	
Basic formula, endowment, other categorial aid	\$599,927
Hourly worker unemployment	329,050
READ Act (Literacy Aid & Teachers Comp Aid)	635,968
<b>Property Tax Levy</b> (county apportionment)	483,064
<b>Grants</b>	
Grant revenue not included in preliminary budget	555,751
Federal grant adjustments (carryover less than anticipated)	-368,999
<b>Gifts, Donations &amp; Other</b> (adjusted to reflect current projections & activity)	<u>469,718</u>
<b>Total General Fund Revenue Adjustments</b>	<b>\$2,704,479</b>



# 2024-25 Budget Revision (Revenue Changes)

Adjustments	Amount
<p><b><u>Food Service Fund:</u></b></p> <p><b>State Aid</b> (Universal Free School Meals Program) \$475,000</p> <p><b>Federal</b> (school breakfast, lunch, commodity &amp; special assistance programs) 177,033</p> <p><b>Interest/Ala Carte Sales/Other</b> <u>74,946</u></p> <p style="text-align: right;"><b>Total Food Service Fund Revenue Adjustments</b> <b>\$726,979</b></p>	
<p><b><u>Community Service Fund:</u></b></p> <p><b>Fees &amp; Tuition</b> (School Age Care, Facilities Use) \$458,516</p> <p><b>State Aid</b> (School Age Care &amp; Adult Basic Ed, Non-public state aid) 71,907</p> <p><b>Federal</b> 30,873</p> <p><b>Property Tax Levy/Gifts/Other</b> <u>-14,915</u></p> <p style="text-align: right;"><b>Total Community Service Fund Revenue Adjustments</b> <b>\$546,381</b></p>	



Expect  
**More.**

# 2024-25 Budget Revision (Expenditures - All Funds)

Fund	2024-25 Preliminary Budget	Revision	2024-25 Revised Budget
General	\$150,186,343	\$1,822,592	\$152,008,935
Food Service	7,095,588	818,766	7,914,354
Community Service	8,917,263	451,372	9,368,635
Building Construction	36,958,781	0	36,958,781
Debt Service	16,749,471	0	16,749,471
Custodial (Trust)	7,000	0	7,000
<b>Total Expenditures</b>	<b>\$219,914,446</b>	<b>\$3,092,730</b>	<b>\$223,007,176</b>



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# 2024-25 Budget Revision (Expenditure Changes)

Adjustments	Amount
<b><u>General Fund:</u></b>	
Current & projected activity for grants not included in the preliminary budget	\$893,054
Current & projected activity for gifts & donations not included in the preliminary budget	330,000
READ Act (literacy curriculum & teacher compensation for professional development)	635,968
Federal grant expenditure adjustments (carryover less than anticipated)	<b>-368,659</b>
Program & site adjustments	215,438
Summer programming (June 2025)	<u>116,791</u>
<b>Total General Fund Expenditure Adjustments</b>	<b>\$1,822,592</b>



# 2024-25 Budget Revision (Expenditure Changes)

Adjustments	Amount
<b>Food Service Fund:</b>	
Salary & Benefits	\$494,096
Food & Milk	161,183
Supplies, Materials, Equipment & Other	<u>163,487</u>
<b>Total Food Service Fund Expenditure Adjustments</b>	<b>\$818,766</b>
<b>Community Service Fund:</b>	
Salary & Benefits (change is mainly in School Age Care)	\$350,529
Supplies & Materials (change is mainly in School Age Care & Adult Enrichment)	55,358
Chargeback, Fees for Service & Other adjustments	<u>45,485</u>
<b>Total Community Service Fund Expenditure Adjustments</b>	<b>\$451,372</b>



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# 2024-25 Quarterly Budget Update

# 2024-25 General Fund Financial Projection



General Fund	2024-25 Revised Budget	2024-25 Projected Actuals																		
Revenue	\$152,044,143	\$151,594,143																		
Less: Expenditures	<u>152,008,935</u>	<u>151,548,110</u>																		
Difference	<b>\$35,208</b>	<b>\$46,033</b>																		
<b>Fund Balance 7/1/24</b>		<b>\$8,838,312</b>																		
Less: Use of Restricted fund balance for planned capital projects		<b>-447,546</b>																		
Add: Increase in Assigned fund balance for donation/grants carryover		322,315																		
Add: Increase to Unassigned fund balance		<u>171,264</u>																		
<b>Projected Fund Balance 6/30/25</b> <table border="1" data-bbox="687 778 1199 1024"> <thead> <tr> <th colspan="3">Projected General Fund Balance 6/30/25</th> </tr> </thead> <tbody> <tr> <td>Non-spendable</td> <td>77,565</td> <td></td> </tr> <tr> <td>Restricted</td> <td>4,235,596</td> <td></td> </tr> <tr> <td>Assigned</td> <td>2,746,897</td> <td></td> </tr> <tr> <td>Unassigned</td> <td>1,824,287</td> <td>1.2%</td> </tr> <tr> <td><b>Total</b></td> <td><b>8,884,345</b></td> <td></td> </tr> </tbody> </table>	Projected General Fund Balance 6/30/25			Non-spendable	77,565		Restricted	4,235,596		Assigned	2,746,897		Unassigned	1,824,287	1.2%	<b>Total</b>	<b>8,884,345</b>			<b>\$8,884,345</b>
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Unassigned	1,824,287	1.2%																		
<b>Total</b>	<b>8,884,345</b>																			

# 2024-25 Revenue & Expenditure Summary

Fund	7/1/24 Fund Balance	2024-25 Projected Revenue	2024-25 Projected Expenditures	Net Change in Fund Balance	6/30/25 Projected Fund Balance
<b>General Fund</b>	\$8,838,312	\$151,594,143	\$151,548,110	\$46,033	\$8,884,345
<b>Food Service</b>	3,774,272	7,814,737	7,914,354	(99,617)	3,674,655
<b>Community Service</b>	571,694	9,296,435	9,368,635	(72,200)	499,494
<b>Building Construction</b>	112,364,998	652,000	36,958,781	(36,306,781)	76,058,217
<b>Debt Service</b>	2,613,340	17,521,879	16,749,471	772,408	3,385,748
<b>Custodial</b>	51,426	7,000	7,000	0	51,426
<b>Total All Funds</b>	<b>\$128,214,042</b>	<b>\$186,886,194</b>	<b>\$222,546,351</b>	<b>(35,660,157)</b>	<b>\$92,553,885</b>

- Projection information as of April 18, 2025
- Use of fund balance is from Restricted fund balance sources only



Expect  
**More.**



# Questions

# Recommendation

To approve the 2024-25 budget revision as presented



Expect  
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**STUDENTS**

<b>School Health-Related Program/Student Medication and Telehealth</b>	<b>516</b>	<b>Adopted: 08-23-2001 Renumbered: 03-11-2021</b>	<b>3 Years</b>
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**I. PURPOSE**

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

**II. GENERAL STATEMENT OF POLICY**

The school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The school district’s licensed school nurse, trained health paraprofessional, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

**III. Drug and Medication Requirements**

A. Administration of Drugs and Medicine

1. The administration of medication or drugs at school requires a completed signed request from the student’s parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:
  - a) with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
  - b) with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
  - c) with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or
  - d) with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.
3. Exclusions  
The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a) used in connection with athletics or extracurricular activities;
- b) used in connection with activities that occur before or after the regular school day;
- c) provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- d) For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.
- e) Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

1. An “Administering Prescription Medications” form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.
2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler and epinephrine auto-injectors, and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student’s prescription medication administration. A new medical authorization and container label with new pharmacy instructions shall be required immediately as well.
6. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must

inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

### C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy. The administration of a nonprescription medication to an elementary student requires a prescription and written authorization from the parent or guardian. An elementary student may not self-administer medication.

### D. Possession and Use of Epinephrine Auto-Injectors

At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

1. possess epinephrine auto-injectors; or
2. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as eight hours for each student contact day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's Section 504 plan.

Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine

auto-injector. The administration of an epinephrine auto-injector in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine

Effective July 1, 2024, registered nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine auto-injector is to be administered, when caring for a patient whose condition falls within the protocol.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

F. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the

agency's procedure for transporting drugs.

#### **IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH**

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

#### **Legal References:**

Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.21 (School Health Services)  
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)  
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)  
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)  
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)  
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)  
Minn. Stat. § 148.171 (Definitions; Title)  
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.22 (Definitions)  
Minn. Stat. § 152.23 (Limitations)  
Minn. Rule 8710.6100 (School Nurse)  
20 U.S.C. § 1400 et seq. (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)

#### **Cross References:**

MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

**EDUCATION PROGRAMS**

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Library Materials	606.5	Adopted:	Three Year

**I. PURPOSE**

The school board recognizes that library materials are a vital component of a student’s education. The library should serve as a marketplace of ideas that go beyond the prescribed curriculum. Students are generally required to utilize curriculum materials. In contrast, students are generally free to access specific library materials that match their interests. Accordingly, library materials should provide opportunities for learning and enrichment that aligns with the needs and broad interests of students in the school.

The school board endorses the inclusion of library materials that present different points of view for students to consider, including differing views on controversial issues. The school board also endorses the inclusion of library materials that reflect our diverse society and the contributions that countless groups and individuals have made to our country and to the world. The school board believes that the inclusion of these types of materials promotes critical thinking and encourages life-long learning.

The purpose of this policy is to provide direction regarding the initial selection of library materials and the review of library materials when removal has been requested. The superintendent is responsible for implementing this policy. To that end, the superintendent or a designee may establish additional procedures for responding to requests to remove library materials.

**II. DEFINITIONS**

- A. “Library” means a media center that is located in a district school and contains library materials for students to access and use free of charge and on an equitable basis. A library may also provide access to electronic materials. This policy does not govern access to electronic materials that are accessed through the internet.
- B. “Library materials” are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a library or through access to electronic materials. “Library materials” do not include materials made available to students as part of the curriculum.
- C. “Library media specialist” is a person who holds a Library Media Specialist teaching license from the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students.

- D. "Obscene" means that the work which, taken as a whole, appeals to the prurient interest in sex and depicts or describes in a patently offensive manner sexual conduct and which, taken as a whole, does not have serious literary, artistic, political, or scientific value.

### **III. INITIAL SELECTION OF LIBRARY MATERIALS**

- A. Primary Responsibility for Initial Selection. In consultation with district leadership and other professional staff, and within budgeted amounts, the library media specialist is primarily responsible for the initial selection of library materials. The library media specialist will apply the selection criteria stated in this policy.
- B. Selection Criteria. When considered as a whole, library materials should:
1. enrich, support, or supplement the curriculum;
  2. promote reading for pleasure by responding to a broad array of personal needs and interests of a diverse student body;
  3. reflect the ages and maturity levels of students in the building in which the library is located;
  4. reflect artistic value, literary value, educational significance;
  5. promote critical thinking in daily living or in areas of general importance to members of society, including, but not limited to, politics, science, history, religion, medicine, law, economics, or safety; or
  6. promote equity or an understanding of the views, triumphs, or struggles of others.
- C. Prohibited Criteria. Library materials must not be excluded from initial selection because of the race, nationality, religion, sex, gender, gender identity, or political views of the author.
- D. No Donations. The District will not accept donated materials for inclusion in its libraries.
- E. Financial donations to benefit the district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

### **IV. REQUESTS TO REMOVE SPECIFIC LIBRARY MATERIALS**

- A. Eligible Individuals. The following individuals are eligible to initiate a review process to determine whether a specific library material will be removed: an eighteen-year-old student who attends the school in which the library material is located; the parent or guardian of student who is less than eighteen years of age and attends the school in which the library material is located; the principal of the building in which the library material is located; the district's superintendent; a quorum of the school board as evidenced by a vote of the school board at an open meeting.

- B. Limited Number of Requests. Because of the time required to process a request for removal, the District will process no more than nine requests (one for each full month that school is in session) for removal per school year.
- C. Meeting Required. Before requesting removal of a specific library material, an eighteen-year-old student or the parent or guardian of student who is less than eighteen years of age must meet (virtually or in person) with the library specialist and building principal to state the objections to the specific library material and to give the library specialist and the principal an opportunity to respond. In the case of a principal challenge, the principal, the media specialist and the superintendent designee will meet.
- D. Request for Removal. An eligible individual may request removal of a specific library material by submitting a written request to the superintendent's office on a form developed by the superintendent or a designee. The form must be completed in its entirety. The superintendent will not process the request if the specific material has been the subject of a request for removal during the previous five years or if the form is not completed in its entirety. The district is not responsible to provide the challenger with the material.
- E. Appointment of Review Committee. Within a reasonable period of time after receiving the request for removal, the superintendent or a designee will appoint a Review Committee to consider the request for removal. The superintendent or designee is encouraged, but not required, to include the following individuals on the Review Committee:
1. A member of the school district administration;
  2. A principal or associate principal;
  3. A teacher;
  4. A library media specialist;
  5. A community member with no direct connection to the request;
  6. Any other person(s) who, in the view of the superintendent, would be helpful in considering the objection, applying the review criteria, and evaluating whether the specific library material should be removed.
  7. At the discretion of the superintendent, student(s) may be included as an ex officio member.
- F. Continued Access to Material. Absent extraordinary circumstances, the District will not deny students access to the library material until the review process is completed. Out of practical necessity, however, copies of the library material may be taken from the library so they can be reviewed by the Review Committee.
- G. Legal Standard. In *Board of Education v. Pico*, 457 U.S. 853 (1982), the U.S. Supreme court held that school boards generally have discretion to remove books from school libraries as long as the removal does not violate the First Amendment. Whether a removal violates the First Amendment depends on the motivation for removing the book. School boards "may not remove books from the school library shelves simply because they dislike the ideas contained in those books and seek by their removal to 'prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion.'" However, the First Amendment does not prohibit school boards from removing books for other legitimate reasons. For example, the Supreme Court noted that school boards may remove books on the ground that they are "vulgar" or lack "educational suitability." The U.S. Supreme Court has also held that the First

Amendment does not prohibit school officials from regulating speech in the educational environment that is “obscene,” “vulgar,” “lewd,” or “plainly offensive.” See *Bethel School District No. 403 v. Fraser*, 478 U.S. 675 (1986); *Morse v. Frederick*, 551 U.S. 393 (2007) (interpreting *Fraser*).

- H. **Review Criteria.** The Review Committee may decide to remove a specific library material if the material is: (1) educationally unsuitable for students in the school given their ages and levels of maturity; (2) educationally unsuitable because it does not meet the initial selection criteria; or is objectionable based upon the legal standards as specified in paragraph G; (3) objectively inaccurate as a whole. The committee may not vote to remove specific library material because the committee, the school board, school officials, or any other person dislikes the ideas contained in the library material or wants to remove the material in an effort to prescribe what is orthodox in the reporting of history or in religion, politics, nationalism, or other matters of opinion.
- I. **Review and Report.** The Review Committee will review the specific library material as a whole and will apply the review criteria outlined in this policy. The Review Committee may consult with individuals who have relevant professional knowledge. After this process is complete, the Review Committee will vote, in a manner that records each member’s vote, on whether to remove the material in question. A meeting is not required to vote. After voting, the Review Committee will submit a brief written report to the superintendent containing the Review Committee’s decision to retain or remove the specific library material and the basis for the decision.
- J. **Notice of Decision.** The superintendent or a designee will provide notice of the Review Committee’s decision to the person who requested removal of specific library material.
- K. **Appeal.** The requestor may appeal the Review Committee’s decision by submitting a written appeal to the superintendent within fourteen calendar days after receiving notice of the decision. The written appeal must state all the reasons why the requester believes the committee’s decision is incorrect. The superintendent or a designee will review the specific library material in question, apply the review criteria that are outlined in this policy, and then affirm or reverse the Review Committee’s decision. The decision of the superintendent is final, unless a quorum of the school board voted at an open meeting to initiate the process to determine whether a specific library material should be reviewed. If a quorum of the school board initiated the review process, the superintendent’s decision may be appealed to the school board. On review, the school board is bound by the review criteria outlined in this policy.
- L. Upon the completion of a content challenge or reconsideration process in accordance with the district’s adopted policy, the district must submit a report of the challenge to the commissioner of education [Minn. Stat. §134.51] .

## V. ADMINISTRATIVE REMOVAL

This policy does not prohibit a library media specialist or other administrator from removing specific library material because: it has not been utilized by any student for an extended period of time or has been utilized rarely; it is damaged or is in poor physical condition; or there are other similar reasons unrelated to content.

### Legal References:

Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)

Minn. Stat. § 123B.02 (General Powers of Independent School Districts)

Minn. Stat. § 123B.09 (School Board Responsibilities)

Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)

Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)

Minn. Rules Part 8710.4550 (Library Media Specialists)

Board of Education v. Pico, 457 U.S. 853 (1982)

Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624 (1943)

**Cross References:**

MSBA/MASA Model Policy 102 (Equal Educational Opportunity)

MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)



Stillwater School Board  
Policy Meeting Notes  
April 10, 2025

Present: Sarah Grcevich, Katie Hockert, Alison Sherman, Paul Lee,  
Carissa Keister, Caitlyn Willis, Bevin O'Brien, Marie Hydukovich, Joan Hurley

**Agenda**

- Reviewed the following policies for the April 22, 2025 board meeting
  - First Reading
    - Policy 516 - Student Medication and Telehealth
    - Policy 606.5 - Library Materials

**What's next:**

- Review Policy 606- Selection and Review of Instructional Resources; Policy 625- Media Center/Library; Policy 524 -Student Technology and Internet Access and Acceptable Use at a future policy meeting.



**TO:** Northeast Metro 916 Board of Education  
**FROM:** Dr. Val Rae Boe  
**DATE:** April 4, 2024  
**RE:** April 2 Board of Education Meeting Talking Points

Members present: Knisely-12, Jones-14, Forsberg-16, Oksnevad-282, Nitardy-622, Clark-623, Daniels-624, Rebelein-831, Dols-833, and Thelander-834. Members absent: Palmer-13, Bock-621, and Stout-832.

**Calendar Dates:**

- Wednesday, April 16, 2025 - Building Tours: Metro Heights Academy at 8:00 a.m. and Karner Blue Education Center at 9:30 a.m.
- Wednesday, May 7, 2025 - School Board and Cabinet Dinner at 5:00 p.m. and School Board Meeting at 6:00 p.m.
- Wednesday, May 14, 2025 - Building Tours: South Campus Education Center at 8:30 a.m. and Quora Education Center (Quora Secondary School and Eastview Academy) at 10:00 a.m.

**Presentation: Makerspace at 916:** Emily Thomas, Technology Integration Analyst, presented an overview of how students engage with Makerspace at 916. She shared that students across most 916 sites participate in Makerspace activities up to four times a year. Some of the activities available include lego & duplo, robotics & programming, 3D printing and design, and low-tech engineering.

**Presentation: COSSBA Conference:** Laura Palmer, Columbia Heights, and Kathleen Daniels, White Bear Lake, attended the COSSBA Conference in Atlanta in March. Kathleen shared information from several of the sessions she attended and emphasized how inspiring it is to be around so many people dedicated to education.

**Staff Recognition:**

**Retirements:**

- Susan Heuston, BVI Teacher, has provided the school district with 14 years of service. Jay Fehrman, principal/manager, recognized Sue for her passion, patience, and unwavering commitment which has helped students navigate not only their education, but their world.
- Sally Reis, DHH Teacher, has provided the school district with 35 years of service. Jay Fehrman recognized Sally for being a mentor, an advocate, and a source of inspiration for both students and colleagues. He shared that her knowledge of literacy and passion for empowering D/HH students has shaped

countless lives and her warmth and positivity has made her a beloved presence among staff.

**Years of Service:** 916 will be recognizing 59 staff who have completed ten, fifteen, twenty, twenty-five, thirty, and thirty-five years of continuous service to the district.

**Approval of School Board Policies:** The School Board approved Policies 418, 522, 527, 528, 603, and 806.

**Long Term Facility Maintenance:** The school board voted to approve a resolution that allows member districts to contribute levy dollars to Northeast Metro ISD 916's long-term facilities maintenance (LTFM). LTFM pays for expenditures such as fire safety, asbestos removal, roof systems, indoor air quality, and other projects that benefit students from all member districts. This was approved for the 2026-27 School Year in the amount of \$597,600.

**Renewal of Insurance Policies:** The School Board approved the renewal of the Workers' Compensation Insurance with United Heartland, Liability Insurance with Hanover Insurance Group, Cyber Liability Insurance with Crum and Forster Specialty Insurance Company, and Property Insurance with Chubb Insurance Company.