

Business Meeting

Tuesday, March 18, 2025 5:30 PM

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

I. Public Comment	Speaker (s) : Ms. Alison, School Board Chair
II. Call to Order	Speaker (s) : Ms. Alison Sherman, School Board Chair
III. Roll Call	Speaker (s) : Ms. Alison Sherman, School Board Chair
IV. Pledge of Allegiance	Speaker (s) : Ms. Alison Sherman, School Board Chair
V. Approval of Agenda	Speaker (s) : Ms. Alison Sherman, School Board Chair
VI. Student Report	Speaker (s) : Ms. Maysen Puhmann and Ms. Ainsley Smith, Student Representatives
VII. Superintendent Report	Speaker (s) : Dr. Mike Funk, Superintendent
VIII. Board Chair Report	Speaker (s) : Ms. Alison Sherman, School Board Chair
IX. Consent Agenda	
IX.A. School Board Meeting Minutes, February 18,2025	Speaker (s) : Ms. Katie Hockert, School Board Clerk
IX.B. School Board Meeting Meetings, March 4, 2025	Speaker (s) : Ms. Katie Hockert, School Board Clerk
IX.C. Payment of Invoices - March 1, 2025 - March 14, 2025	Speaker (s) : Ms. Marie Schrul, Chief Financial Officer
IX.D. Contract for Internal Network and Wireless in New Elementary Schools and Oak Land Remodel	Speaker (s) : Mr. Eric Simmons, Director of Technology
IX.E. Contract for Network Switch Replacement	Speaker (s) : Mr. Eric Simmons, Director of Technology
IX.F. Cost Share Agreement with Washington County for New Lake Elmo Elementary Road Improvements	Speaker (s) : Mr. Mark Drommerhausen, Executive Director of Operations
IX.G. New Bayport School Addition Development Agreement	Speaker (s) : Mr. Mark Drommerhausen, Executive Director of Operations
IX.H. New Lake Elmo School Addition Development Agreement	Speaker (s) : Mr. Mark Drommerhausen,

		Executive Director of Operations
IX.I.	Policy 602 - Organization of School Calendar and School Day	Speaker (s) : Mr. Paul Lee, Executive Director of Student Support Services
IX.J.	Policy 708 - Transportation of Nonpublic School Students	Speaker (s) : Mr. Paul Lee, Executive Director of Student Support Services
IX.K.	Memorandum of Agreement (MOA) - Nutrition Services Postings	Speaker (s) : Ms. Kristine Carlston, Executive Director of Human Resources
IX.L.	Severance Agreements	Speaker (s) : Ms. Kristine Carlston, Executive Director of Human Resources
IX.M.	Human Resources Personnel Report	Speaker (s) : Ms. Kristine Carlston, Executive Director of Human Resources
X.	Strategic Direction A: Ensure the learning process is adaptable to meet individual student needs	
X.A.	Action: Literacy Curriculum Adoption	Speaker (s) : Ms. Caitlyn Willis, Executive Director of Elementary Education
XI.	Strategic Direction B: Foster a safe, welcoming and inclusive environment for all staff and students	
XII.	Strategic Direction C: Utilize systems and align resources in an efficient manner to support learning	
XII.A.	Priority-Based Budgeting: 2025-26 Investments	Speaker (s) : Ms. Marie Schrul, Chief Financial Officer
XII.B.	Priority-Based Budgeting: Artificial Intelligence	Speaker (s) : Ms. Carissa Keister, Chief of Staff
XIII.	Strategic Direction D: Develop strong partnerships with the communities we serve	
XIV.	Closed Session	Speaker (s) : Ms. Alison Sherman, Board Chair
XV.	Adjournment	Speaker (s) : Ms. Alison Sherman, School Board Chair
XVI.	Attachments	

- I. Public Comment: No speakers
- II. Call to Order: The meeting was called to order at 5:30 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, second by Hockert, Carried 7-0.
- VI. Student Report: Maysen shared a report on performing arts, sporting events and Blast Week. The district held its first E-Learning day on February 18.
- VII. Superintendent Report: Dr. Funk recognized and thanked our bus drivers and paraprofessionals for their dedication and commitment to our students, families and staff. With the help of Washington County, we are providing staff with the tools needed to keep our students safe in the event of an incident. Bond projects are starting soon. Due to extreme weather conditions, the groundbreaking of the new Lake Elmo elementary school has been delayed. Dr. Funk attended a legislative session where he spoke on behalf of the district's transportation sparsity aid. He shared that due to our geographical size, we should expect to receive 70% reimbursement. He also reported that there is a new legislative bill being proposed that includes the importance of the Read Act and that school boards could opt out of any state mandate from the last session.
- VIII. Board Chair Report: The Minnesota State Board of Association launched a dashboard to keep track of the legislative bills.
- IX. Consent Agenda: A. School Board Meeting Minutes, January 21, 2025; B. School Board Meeting Minutes, February 4, 2025; C. Payment of Invoices, February 1-14, 2025; D. Human Resources Personnel Report. Motion by: Lauer, second by Kelzenberg, carried 7-0.
- X. Strategic Direction D: Develop Strong Partnerships with the Communities We Serve.
 - A. Summer 2025 Multi-Site Long Term Facility Maintenance Improvements. Projects include work at Afton-Lakeland, Rutherford and Stonebridge Elementary, Stillwater Middle School, Oak Park Learning Center and the Transportation Terminal as are part of the Fiscal Year 2025/26 LTFM program. Motion by: Thelander, second by: Kelzenberg; carried 7-0.
- XI. Strategic Direction A: Ensure the Learning Process is Adaptable to Meet Individual Student Needs.
 - A. Winter Assessment Update. Board members received an update on the winter FastBridge assessment results for reading and math. It is used at all grade levels to determine how well students are learning content and to help identify areas of need and areas of growth.
- XII. Strategic Direction B: Foster a Safe, Welcoming and Inclusive Environment for all Staff and Students. Nothing to report.
- XIII. Strategic Direction C: Utilize Systems and Align Resources in an Efficient Manner to Support Learning.
 - A. FY26 Preliminary Budget Guidelines & Assumptions. School board members reviewed the budget assumptions upon which the 2025-26 budget will be built. The 2025-26 preliminary budget is being developed this spring and brought before the board for final approval in June. Motion by: Kelzenberg, second by Lauer: carried 7-0.
 - B. Fiscal Forecast. The school board reviewed the fiscal forecast, which projects budget shortfalls in both FY26 and FY27 due to unfunded state mandates, legislative revenue changes, inflation, and rising costs. Additionally, there is one-time federal grant funding that is not available in FY26. The forecast anticipates a \$4.8 million shortfall next school year and a shortfall of \$5.6 million in FY27. To address these challenges, the district is using a priority-based budgeting process to align spending with our strategic plan while maintaining

our commitment to student success and operational efficiency. As part of this process, district leaders are identifying areas of the budget to adjust to address the shortfall. These budget priorities will be shared with the school board later in March.

- C. Second Reading: Policy 505 - Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees. There were no changes made to this policy from the first reading on February 4.
- D. Approval Policy 505 - Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees. Motion by: Sherman, second by: Hockert; carried 7-0.
- E. Second Reading: Policy 524.5 - Personal Electronic Communication Devices. This policy will come to the board for a third reading and approval at a future meeting.

XIV. Closed Session. Motion by Sherman and second by Grcevich to adjourn to a closed session pursuant to the attorney-client privilege for the purpose of receiving confidential legal advice in response to threatened litigation at 7:20 p.m. Present: Board Members Grcevich, Hockert, Kelzenberg, Lauer, Parker, Thelander, Sherman, Superintendent Funk, Kris Carlston (HR), Caitlyn Willis, Mick Waldspurger (legal). Motion by Sherman to adjourn the closed session at 8:43 p.m. and second by Hockert, carried 7-0.

XII. Adjourn

- A. The meeting adjourned at 8:44 p.m.

Respectfully submitted, Katie Hockert, School Board Clerk

- I. Call to Order: The meeting was called to order at 5:31 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 Thelander, second by Lauer, Carried 7-0.
- V. Consent Agenda: A. Payment of Invoices - February 15 - 28, 2025; Gifts and Donations Report - October - December 2024; Treasurer's Report - June - December 2024. Motion by: Sherman, second by Grcevich, carried 7-0.
- VI. Strategic Direction A: Ensure the Learning Process is Adaptable to Meet Individual Student Needs.
 - A. Rutherford Elementary Building Update. Principal Heather Murray provided an update on Rutherford Elementary and the work underway to improve learning outcomes for Rutherford students. She outlined several strengths of the program, as well as some challenges and opportunities.
 - B. Elementary Literacy Curriculum Adoption Proposal School board members reviewed the literacy committee's recommendations for a new elementary literacy curriculum. As part of the state's new READ Act, the district must adopt new evidence-based literacy curriculum and intervention materials to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension.
- 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. Third Reading: Policy 524.5-Personal Electronic Devices. There have been no changes since the second reading on February 18.
 - B. Public Comment Policy 524.5 - Personal Electronic Communication Devices. No speakers.
 - C. Approval of Policy 524.5 Personal Electronic Communication Devices. Motion by: Sherman, second by Thelander, carried 7-0.
 - D. Report: Legislative Update. Superintendent Funk provided information regarding several bills that are currently being considered in the legislature.
- XII. Strategic Direction D: Develop Strong Partnerships with the Communities We Serve. Nothing to report.
- XIII. Adjourn
 - A. The meeting adjourned at 6:49 p.m.
Respectfully submitted, Katie Hockert, School Board Clerk



EXPENDITURE APPROVAL FORM Fiscal Year 2025-26

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:** March 18, 2025

DESCRIPTION OF REQUEST

School board approval for the installation and hardware for switches and wireless access points for the new elementary schools and Oak-Land remodel, totaling \$492,243.00 through Calian for the 25-26 school year. There are no annual costs. One-time implementation cost and setup fees are included in the implementation total. This agreement utilizes the E-Rate Request for Funds Proposal process.

FINANCIAL IMPACT

Budget(s) Impacted: \$492,243.00, 50% of which is covered by Federal E-Rate dollars. ~\$246,117.00 in Bond Levy .

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): Bond Levy & Federal E-rate Funding
- No**

PROGRESS MONITORING



EXPENDITURE APPROVAL FORM Fiscal Year 2025-26

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:** March 18, 2025

DESCRIPTION OF REQUEST

School board approval for the installation and hardware for switch replacements totaling \$863,550.00 through Calian for the 2025-2030 school years. There are no annual costs. One-time implementation cost and setup fees are \$78,995.00 . This agreement utilizes the E-Rate Request for Funds Proposal process.
Contract reflected is without implementation costs at this time.

FINANCIAL IMPACT

Budget(s) Impacted: \$942,545.00, 50% of which is covered by Federal E-Rate dollars. ~\$471,272.00 in Bond Levy .

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): Bond Levy & Federal E-rate Funding
- No**

PROGRESS MONITORING

**COOPERATIVE AGREEMENT BETWEEN THE INDEPENDENT SCHOOL
DISTRICT 834 AND WASHINGTON COUNTY FOR COST SHARE FOR SIGNAL
SYSTEM DESIGN AND COUNTY FURNISHED MATERIALS**

WASHINGTON COUNTY	
CONTRACT NO.	XXXX
DEPT.	PUBLIC WORKS
DIVISION	TRANSPORTATION
TERM	SIGNATURE – END OF PROJECT

THIS AGREEMENT, by and between the Independent School District (ISD) 834, a public school district, herein after referred to as the "ISD 834", and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, ISD 834 intends to construct improvements on County State Aid Highway (CSAH) 10 from 10 St Ct N to Laverne Ave N and on CSAH 17 from CSAH 10 to 1890' north, in the City of Lake Elmo; and

WHEREAS, ISD 834 intends to construct two new signal systems; a new permanent signal on CSAH 10 and the new requested school entrance, and a temporary wood pole system at CSAH 10 and 17; and

WHEREAS, items included in the Project require the County to design and provide county furnished materials for signal items; and

WHEREAS, ISD 834 desires to use capital funds and for these improvements; and

WHEREAS, ISD 834 agrees to fund road improvements necessary to support future traffic, signal installation, and signal engineering; and

WHEREAS, ISD 834 will construct all necessary improvements and manage its contractors; and

WHEREAS, a cooperative effort between ISD 834 and County is the appropriate method to facilitate the construction of these transportation improvements; and

WHEREAS, this Agreement is made pursuant to statutory authority contained in Minnesota Statute 162.17 sub.1 and Minnesota Statute 471.59.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is set forth in the above whereas clauses which are all incorporated by reference as if fully set forth herein and shall consist of this Agreement, Exhibit A (Location Map) and Exhibit B (Estimated Cost Splits).

B. PLANS AND SPECIFICATION PREPARATION

1. ISD 834 will be responsible for the preparation of all the plans and specifications for roadway improvements, including but not limited to, compliance with all applicable standards and policies and obtaining all approvals required in formulating the bid specifications for all County and ISD 834 components of this Project.
2. Washington County, at the expense of ISD 834, will furnish signal plans and specifications for both signals.

C. RIGHT OF WAY AND EASEMENTS

1. ISD 834 shall dedicate all permanent rights of way, permanent easements, and temporary slope easements, which will be acquired in the name of the County.

D. ADVERTISEMENT AND AWARD OF CONTRACT

ID 834 shall obtain all permits and approvals necessary for the Project. ISD 834 shall advertise for construction bids and award the contract to the lowest responsible bidder or highest scoring best value bidder, whichever is applicable.

E. CONSTRUCTION ADMINISTRATION, OBSERVATION, AND TESTING

ISD 834 shall be responsible for the construction administration, inspection, and for the observation and testing for all construction items. Washington County staff shall be allowed and accommodated to inspect any and all elements of construction along its CSAH 10, CSAH 17, and signal installations. Upon completion of the project, ISD 834 shall provide all testing, sampling, change orders, and other construction documentation to Washington County for its records.

F. COST PARTICIPATION ITEMS AND ESTIMATED COSTS

ISD 834 hereby agrees to fund all construction and installation in Washington County right-of-way. ISD 834's cost participation is set forth in Table 1 and is broken down into six categories which are: 1) Construction; 2) Design Engineering; 3) Construction Engineering/Contract Administration; 4) County Supplemental Inspection; 5) Right of Way; and 6) County-Furnished Material.

1. Construction

Construction costs shall be the cost to construct the Project. ISD 834 shall execute the construction contracts and pay full costs for construction of the permanent and temporary signal systems.

2. Design Engineering

ISD 834 agrees to reimburse the County for signal design and plans and specifications.

3. Construction Engineering/Contract Administration

Construction engineering/contract administration costs shall be construction observation, construction testing, construction administration, staking, conducting, and recording the pre-bid, pre-construction and weekly construction meetings, reviewing monthly pay estimates, labor compliance, and other administrative functions necessary for the Project. ISD 834 will be responsible for all construction engineering and contract administration efforts necessary to complete signal installation.

4. County Supplemental Inspection

ISD 834 shall reimburse up to 5% of the signal construction costs to cover county coordination, inspection and assistance during construction of the signal systems as identified in Table 1. The County shall track time and materials and provide invoicing for these efforts.

5. Right of Way

Right of Way costs shall be permanent right-of-way, permanent utility and/or drainage easements, temporary easements, title work costs, appraisal costs, relocation specialist costs, relocation costs, and condemnation commissioner costs. If applicable, the ISD 834 shall pay for all necessary right-of-way necessary for construction of improvements.

6. County-Furnished Material

County-furnished material costs shall be items such as traffic signal control equipment, and street name signs which are separately procured outside of the construction contract and installed within the Project limits. ISD 834 shall pay 100% of the final County-furnished material cost. The estimated amount is set forth in Table 1.

TABLE 1 – ESTIMATED COSTS			
ISD 834 Cost Summary			
ITEM	TOTAL COST	ISD 834 SHARE	ISD 834 COST
Signal Construction ¹	\$454,079.25	100%	\$454,079.25
Signal Design Engineering ²	\$24,314.50	100%	\$24,314.50
Construction Engineering ¹	100%	100%	100%
County Supplemental Inspection ²	\$454,079.25	5% of Construction	\$22,703.96
Right of Way	100%	100%	100%
County Furnished Material ²	\$156,900.00	100%	\$156,900.00
TOTAL ESTIMATED REIMBURSEABLE COST			\$203,918.46

1. ISD 834 will pay for 100% of costs through its own contracts separate from this agreement
 2. Reimbursable expense to Washington County
7. The costs and shares attributable to ISD 834 and payable to the County as shown in Table 1 are merely estimated and a final reconciliation of costs as set forth in Section G below shall be done at the end of the Project. Actual ISD 834 costs and shares are based on the following:
- a. Construction cost shall be the responsibility of ISD 834.
 - b. Design engineering shall be based on the County’s consultant costs for signal engineering.
 - c. Construction engineering/contract administration shall be 100% ISD 834 costs
 - d. ISD 834 shall reimburse Washington County for staff time for inspection and coordination of signal items.
 - e. Right of way shall be acquired and paid for by ISD 834.
 - f. County-furnished material shall be based on the final costs to acquire County-furnished material.

G. PAYMENT

1. Signal Design Engineering and Construction Engineering
 - a. Upon execution of this agreement, Washington County shall invoice ISD 834 for work completed to date on signal design. Upon completion of the project Washington County shall invoice ISD for payment on remaining signal design expenditures.
 - b. Upon completion of the project, Washington County will invoice ISD 834 for County Supplemental Inspection costs incurred through the project.
2. Washington County will invoice ISD 834 for the full cost of county furnished materials once these items are received by Washington County. Invoices will be provided to ISD 834.
3. In the event that ISD 834 has paid more in advance than the actual cost of the ISD 834 portion of the Project, the County shall refund without interest the amount to ISD 834.
4. ISD 834 shall pay 100 percent of an invoice amount within thirty five (35) days of receipt.

H. CONTRACT CHANGES

Any modifications or additions to the final approved plans and/or specifications of the Project shall be made part of the construction contract through a written amendment to the construction contract and the cost for such changes shall be appropriated as set forth in Section F. of this Agreement.

I. CIVIL RIGHTS AND NON-DISCRIMINATION

The provisions of Minn. Stat. 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein, and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

J. WORKERS COMPENSATION

It is hereby understood and agreed that any and all employees of ISD 834 and all other persons employed by ISD 834 in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of the County and that any and all claims that may or might arise under the Worker’s Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said ISD 834 employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of the County.

It is hereby understood and agreed that any and all employees of the County and all other persons employed by the County in the performance of construction and/or construction engineering work or services required or provided for under this Agreement shall not be considered employees of ISD 834 and that any and all claims that may or might arise under the Worker’s Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said County employees while so engaged on any of the construction and/or construction engineering work or services to be rendered herein shall in no way be the obligation or responsibility of ISD 834.

K. INDEMNIFICATION

1. ISD 834 agrees that it will defend, indemnify and hold harmless the County against any and all liability, loss, damages, costs and expenses which the County may hereafter sustain, incur or be required to pay by reason of any negligent act by ISD 834, its agents, officers or employees during the performance of this Agreement.
2. The County agrees that it will defend, indemnify and hold harmless ISD 834 against any and all liability, loss, damages, costs and expenses which ISD 834 may hereafter sustain, incur or be required to pay by reason of any negligent act by the County, its agents, officers or employees during the performance of this Agreement.
3. To the fullest extent permitted by law, actions by the parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a.(b). The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties as provided for in Section 471.59, subd. 1a.
4. Each party’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statute 471.59, subdivision 1a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in 466.04, subdivision 1(a).

L. DATA PRACTICES

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

M. TERM

This Agreement shall remain in full force and effect until terminated by mutual Agreement of the parties or upon completion of the project.

N. COUNTERPARTS

This Agreement may be executed in counterparts.

O. SEVERABILITY

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

WASHINGTON COUNTY

Independent School District 834

Chair Date
Board of Commissioners

Board Chair Date

Kevin Corbid Date
County Administrator

(Title) Date

Approved as to form:

Approved as to form:

Assistant County Attorney Date

ISD 834 Attorney Date

BAYPORT SCHOOL ADDITION
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between **Independent School District No. 834, Stillwater Area Public Schools** a Minnesota public school corporation (“District”) and the **City of Bayport, Minnesota**, a municipal corporation and political subdivision under the laws of the State of Minnesota (“City”), and collectively (“Parties”).

WHEREAS, the District, as the owner of the property (“Property”), which is currently within the limits of Baytown Township, but upon annexation is to be located within the corporate limits of the City of Bayport, is described on the attached Exhibit A; and

WHEREAS, the Property is undeveloped and was used for outdoor assembly and recreation purposes by the prior owner, St. Croix United Church. To the east of the Property is Barker’s Alps Park (“Park”), including improved off-street parking and outdoor recreation areas, as well as natural areas; and

WHEREAS, the District proposes to develop a 96,000 square foot, two story elementary school with capacity for 600 students and 100 staff members and reconfiguration of the City’s Park parking lot (“Project”); and

WHEREAS, The Project will require the following reviews and approvals:

1. The ordinance annexing the Property from Baytown Township to the City is subject to approval of the State of Minnesota Office of Administrative Hearings.
2. The amendment to the City’s comprehensive plan shall be subject to approval of the Metropolitan Council.
3. A zoning map amendment to designate the Property as R-2, single family urban district.
4. The preliminary and final plat, subject to the preliminary plat being valid for one year from the date of approval in accordance with Minnesota Statutes 462.356, Subd. 3c unless extended by the City Council.
5. Dedication of right of-way for 5th Ave. N. (CSAH 14) shall be subject to review and approval of Washington County.
6. Site construction plans and specifications.
7. Conditional use permit allowing the development of a public elementary school.
8. Variance for grading in proximity to slopes greater than 25%.
9. Variance for impervious surface greater than 35%; and

WHEREAS, on September 30, 2024, the Planning Commission conducted a public hearing to consider the required approvals requested by the District, proceeded by published and mailed notice. Upon receipt of evidence and review of said information, the public hearing was closed and the Planning Commission voted to recommend approval of the annexation petition and a series of land use applications related to the District’s Project, including a preliminary plat, dated August 22, 2024, to the City Council; and

WHEREAS, on November 4, 2024, the City Council considered the required approvals requested by the District and voted to approve the requests, subject to conditions as applicable, based on evidence received, including the recommendation of the Planning Commission; and

WHEREAS, the District has requested the City approve a final plat for Barker’s Alps Bayport School Addition, which the City Council approved on March 3, 2025 conditioned upon the District executing this Agreement and other stipulations; and

NOW, THEREFORE, in consideration of the premises, incorporating the recitals above, and of the mutual promises and conditions hereinafter contained, the Parties agree as follows:

ARTICLE I.
BARKER’S ALPS PARK – BAYPORT SCHOOL ADDITION PROJECT

- 1.1 **Right to Proceed.** District may not construct any improvements until the City approves all construction

plans, issuance of all permits, and deposit of the security for the minimum improvements pursuant to this Agreement.

1.2 **Development.** The Property shall be developed in accordance with City comprehensive plan and zoning ordinance, the approved annexation, plat, site plan, variance(s), conditional use permit, easements and shared use agreement, construction plans, Washington County and City permits, all City ordinances and regulations, and any additional and further requirements as may be established.

1.3 **Construction Plans.** If the construction plans vary from the written terms of this Agreement, the written terms shall control unless such variation from this Agreement is specifically acknowledged and approved in the construction plans. The construction, installation, materials, and equipment shall be in accordance with the plans and specifications approved by the City. All the work shall be under and subject to the inspection and approval of the City, City Engineer, and where appropriate, any other governmental agency having jurisdiction.

1.4 **Permits.** The District shall obtain or require its contractors and subcontractors to obtain all necessary permits, which may include:

- 1.4.1 Washington County for road access and work in rights-of-way
- 1.4.2 Minnesota Department of Health for watermains
- 1.4.3 Minnesota Pollution Control Agency NPDES permit for construction activity
- 1.4.4 Minnesota Pollution Control Agency for sanitary sewer and hazardous material removal/disposal
- 1.4.5 Department of Natural Resources for dewatering and/or potential wetland impacts
- 1.4.6 City for building permits, retaining walls, irrigation, etc.
- 1.4.7 Minnesota Department of Health for water permits
- 1.4.8 Minnesota Pollution Control Agency/Metropolitan Council Environmental Services for sewer extension

1.5 **Special Provisions.** The following special provisions shall apply to plat development:

- 1.5.1 The ordinance annexing the subject property shall be subject to approval of the State of Minnesota Office of Administrative Hearings.
- 1.5.2. Amendment of the Comprehensive Plan shall be subject to approval of the Metropolitan Council.
- 1.5.3. The preliminary plat shall be valid for one year from the date of approval in accordance with Minnesota Statutes 462.356, Subd. 3c unless extended by the City Council.
- 1.5.4. Lot 1, Block 1, Barker's Alps Bayport School Addition shall be developed in accordance with the site and building plans approved by the City Council, subject to the stipulations, limitations, and conditions outlined herein.
- 1.5.5. All proposed or future improvements to the Property shall comply with all city ordinances, except as may be approved by variance.
- 1.5.6. All comments set forth herein and all proposed improvements shall be the responsibility of the District.
- 1.5.7. The proposed development is subject to the review, conditions, and approval by the Middle St. Croix Watershed Management Organization.
- 1.5.8. The proposed development is subject to review and approval by the City Engineer.
- 1.5.9. Dedication of right of-way for 5th Ave. N. (CSAH 14) shall be subject to review and approval of Washington County.

- 1.5.10. The design and construction specifications for the off-street parking areas on Lot 1, Block 1, Barker's Alps Bayport School Addition and upon the Park property shall be subject to review and approval of the City Engineer.
- 1.5.11. The construction of the off-street parking improvements upon the Lot 1, Block 1, Barker's Alps Bayport School Addition and upon the Park property shall be completed by the District at its cost.
- 1.5.12. The site plan shall be revised to identify 10 parking spaces within the parking area at the Park for public use in accordance with park hours.
- 1.5.13. There shall be no storage, including snow, upon any off-street parking space, drive aisle, or sidewalk as shown on the site plan.
- 1.5.14. The District shall implement a snow removal plan for the Property, subject to review and approval by the Public Works Director.
- 1.5.15. The types of plantings as provided for on the landscape plan shall be subject to review and approval of the City.
- 1.5.16. The landscape plan shall require a detailed prairie restoration plan subject to review and approval of the Middle St. Croix Watershed Management Organization.
- 1.5.17. The landscape plan shall be revised to include details on irrigation (if installed) within turf areas and planting beds, subject to the following:
 - a. An irrigation system shall include a sensor that controls operations during rain events.
 - b. Irrigation zones shall not be watered more than every other day.
 - c. The irrigation system shall only be operated between 4:00 a.m. and 8:00 a.m.
- 1.5.18. A City fence permit shall be required prior to construction of any fences upon Lot 1, Block 1, Barker's Alps Bayport School Addition.
- 1.5.19. Exterior site lighting shall be dimmed to at least 50% intensity between 10:00 p.m. and 5:00 a.m.
- 1.5.20. All utility issues shall be subject to review and approval of the City Engineer.
- 1.5.21. The District shall pay utility infrastructure impact fees for the proposed plat and development of the Property as determined by the City Engineer at the time of final plat approval.
- 1.5.22. All grading, drainage, erosion control, and stormwater management plans shall be subject to approval by the City Engineer and Middle St. Croix Watershed Management Organization.
- 1.5.23. The District shall execute a stormwater maintenance agreement for porous pavement and infiltration pond to require design, construction, and maintenance in accordance with best management practices, subject to review by the City Engineer and approval of the City Attorney.
- 1.5.24. Park dedication requirements shall be satisfied by payment of a cash fee in lieu of land dedication at the time of final plat approval.
- 1.5.25. Designation of additional ADA accessible parking spaces in proximity to the outdoor classroom area shall be subject to review and approval of the City.

**ARTICLE II.
EASEMENTS AND AGREEMENTS**

2.1 **Easements.** In addition to the easements designated in the preliminary and final plats, the District shall provide the following additional easements to the City, subject to City Council approval with application for final plat:

- 2.1.1. **Reciprocal Non-Exclusive Parking and Access Easement.** The Parties will execute and record an ingress/egress/parking easement permitting use of the parking area on the District and Park real estate, subject to approval of the City Council,
- 2.1.2. **Shared Use Agreement.** The Parties will execute and record a shared use agreement that in part sets forth the respective obligations of each party regarding use, duties, responsibilities, and allocation of financial responsibilities respecting the Property and Park, including but not limited to, the District permitting City use of the District's parking area outside school hours, permitting public use of outdoor classroom area outside of school hours, and permitting District use of Park facilities during school hours, subject to the approval of the City Council,
- 2.1.3. **Public Safety and Emergency Access Easement.** The Parties will execute and record, a public safety/fire/emergency access easement over the vehicle lane south of the principal building within Lot 1, Block 1, Barker's Alps Bayport School Addition, subject to approval of the City Council that at the City's discretion meets the City's reasonable assessment of public safety/fire/emergency access and use requirements.
- 2.1.4. **Drainage and Utility Easement(s).** The District shall enter into with the City all reasonably necessary drainage and utility easements subject to the approval of the City Council, Areas of porous pavement within Lot 1, Block 1 Barker's Alps Bayport School Addition shall be overlaid by drainage and utility easement(s).

**ARTICLE III.
IMPROVEMENTS**

3.1 **Minimum Improvements.** Minimum improvements for the plat ("Improvements") are to be installed by the District at its expense as hereinafter provided. There are no improvements contemplated to be installed by the City as a part of this Agreement. The District will construct, at the District's expense, the Improvements according to the terms included herein.

3.2 **Site Grading.** The District shall complete all site grading, common greenway and open spaces, stormwater storage ponds, surface drainage ways, and all private driveways including sodding of boulevards, all in accordance with the approved Grading, Drainage & Erosion Control Plan ("Grading Plan"). Any changes to the Grading Plan during construction shall be submitted to the City for approval. Subject to City Engineer approval, the project site must conform to the Grading Plan. The Grading Plan and any amendments thereto must be reviewed by the Middle St. Croix Watershed Management Organization and approved by the City Engineer.

3.2.1 The Parties understand and acknowledge that upon approval of the final plat, the City will permit access to the Park to grade portions of the site to allow future construction within the plat, as requested by the District.

3.3 **Soil Erosion.** The District shall control soil erosion ensuring:

- a. All development shall conform to the natural limitations presented by the topography and soil of the subdivision in order to create the best potential for preventing soil erosion. The District shall at all times be in compliance with erosion control measures as detailed in the Grading Plan, industry-accepted best management practices and permit conditions.

- b. Erosion and siltation control measures shall be coordinated pursuant to the Grading Plan, industry-accepted best management practices and permit conditions. Appropriate control measures as required by the City Engineer shall be installed prior to construction and thereafter as may be necessary to control erosion.
- c. Where the topsoil is removed, sufficient arable soil shall be set aside for respreading over the developed area. The topsoil shall be restored to a depth of at least 6 inches and shall be of a quality at least equal to the soil quality prior to development.

3.4 **Stormwater Management.** A stormwater maintenance agreement shall be entered into between the Parties prior to issuance of a building permit that in part ensures long-term function and that the porous pavement and stormwater infiltration ponds be overlaid by drainage and utility easement. Stormwater is to be managed in accordance with City regulations, Middle St. Croix Watershed Management Organization requirements, and Minnesota Pollution Control Agency rules for infiltration, rate control, and water quality by constructing a stormwater basin within the Property to the northeast and south of the proposed elementary school building and expanding an existing stormwater basin within the Park to the east of the existing off-street parking area. All grading and stormwater management issues are subject to review and approval by the City Engineer and Middle St. Croix Watershed Management Organization. The proposed stormwater management system connects to the existing storm sewer in 5th Ave. N. which requires approval from Washington County. Middle St. Croix Watershed Management Organization review comments and recommendations will be made conditions of City approvals. Upon request by Washington County, the District shall also prepare and submit a drainage report and calculations.

3.5 **Water System.** The District's water system plans, including fire hydrant locations and public water main components, shall comply with City standards and are subject to City Engineer review and approval.

3.6 **Sanitary Sewer.** Any portion of the sanitary sewer system that will become the responsibility of the City to maintain shall be televised upon installation. Televising records are to be reviewed by the District representatives to confirm conformance with the project and City standards and are subject to City Engineer review and approval.

3.7 **Utilities and Utility Impact Fees.** The District will construct/install extensions of sanitary sewer and water utilities to the Property and Park, which includes extension of trunk sewer and trunk water through the properties to allow for potential access to the west/southwest for future development. A utility plan detailing the construction plan for the proposed utility improvements is subject to review and approval of the City Engineer. The District will pay utility infrastructure impact fees for the plat and development of the Property at the time of final plat approval. The Metropolitan Council Environmental Services SAC schedule was used to calculate the following estimated fees:

City Water Access Charge:	\$132,600.00
City Sewer Access Charge:	\$65,520.00
Metropolitan Council SAC:	\$193,830.00

3.8 **Access and Signage.** The District shall install all traffic control signs subject to City Engineer review and approval.

3.9 **Monuments.** The District shall place iron monuments at all lot and block corners and at all other angle points on boundary lines within the final plat. Iron monuments shall be replaced after all street and lawn grading has been completed in order to preserve the lot markers.

3.10 **Improvements.** The District shall be responsible for maintaining the location of and protecting curb stops, water services, and sewer services serving the Property. Any service or curb stop damaged shall be repaired or replaced as specified by the City. The District shall make all necessary adjustments to the curb stops to bring them flush with the topsoil (after grading) or driving surface. The District shall be responsible for street maintenance within the final plat, including curbs, boulevards, sod and street sweeping, until the Improvements are completed. All access streets

to the Property shall be maintained free of debris and soil until the Project is completed. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on the same and directing attention to detours. The repair of any damage done to the streets or public utilities by the District or any of its contractors or subcontractors shall remain the financial responsibility of the District. Final acceptance of the Improvements for all purposes by the City shall not occur until the City Engineer has certified the completion thereof pursuant to City standards.

3.11 **Landscape Plan.** The District shall comply with the approved landscape plan. The replacement prairie restoration area will be subject to review and approval of the Middle St. Croix Watershed Management Organization and will require a 3-year restoration plan and a 20-year partnership with the Middle St. Croix Watershed Management Organization to establish and maintain the prairie restoration areas. The District shall post a \$20,000.00 landscaping security at the time of final plat approval to ensure that the landscaping is installed in accordance with the approved plan. All trees shall be warranted to be alive, of good quality, and disease free for 12 months after planting. Any replacements shall be warranted for 12 months from the time of planting. The District is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Upon successful completion and inspection, 50% of the security will be released and the remaining 50% will be released 1 year after the landscaping inspection and any warranty work has been completed.

3.12 **Park Dedication.** Section 8-1(2) of the subdivision ordinance establishes a requirement for any subdivision to dedicate property for public park purposes. The amount of the required dedication is, as a general rule, established as 10% of the net buildable area of the subdivision (less wetlands and arterial or collector street rights-of-way). Section 8-2(10) of the subdivision ordinance provides that the City may require payment of a cash fee in lieu of land dedication at the time of final plat approval. The park dedication fee is determined by the total amount of acres required for land dedication multiplied by the cost per acre for the Property.

3.12.1 The park dedication fee will be calculated as part of the final plat application. The Parties hereto acknowledge and agree that the current fair market land value of the Property is \$85,000.00 per acre, and that the Property consists of 8.87 buildable acres, leaving a total market value for park dedication purposes of \$753,950.00 and 10% of such total market value is \$75,395.00. The City acknowledges payment by the District of said park dedication fees as of the date of this Agreement.

3.13 **Warranty of Title.** The District warrants and represents that it owns the exclusive and marketable fee title to the Barker's Alps Bayport School Addition final plat and has full authority to proceed with all permit applications. The District further warrants and represents that there are no liens or encumbrances against the title that are superior to this Agreement. The District shall produce evidence of title satisfactory to the City Attorney immediately prior to executing this Agreement.

3.14 **Trunk Area Charges.** All trunk area charges shall be paid by the District upon execution of this Agreement and are determined against the net acreage of the buildable area, as follows:

Sanitary Sewer:	\$1,000 per acre times 8.87 acres = \$8,870
Water:	\$1,200 per acre times 8.87 acres = \$10,644
Storm Sewer:	\$1,000 per acre times 8.87 acres = \$8,870
Total:	\$28,384

3.15	Description of Minimum Improvements	Estimated Cost
A.	Erosion Control.....	\$37,895
B.	Streets and Street Protection and Repair.....	\$344,202
C.	Storm Sewer.....	\$75,550
D.	Sanitary Sewer and Services.....	\$152,370

E.	Water main and Services	\$313,400
F.	Street Signs.....	\$4,500
G.	Sidewalk/Trail Installation.....	\$17,090
TOTAL ESTIMATED CONSTRUCTION COST OF MINIMUM IMPROVEMENTS (HARD COSTS).....		\$945,007
ESTIMATED ENGINEERING, LEGAL AND ADMINISTRATIVE (20%).....		\$189,001
TOTAL ESTIMATED CONSTRUCTION COST OF MINIMUM IMPROVEMENTS.....		\$1,134,008
SECURITY REQUIREMENT (25%).....		\$283,502
TOTAL FINANCIAL SECURITY REQUIREMENT.....		\$1,417,511

**ARTICLE IV.
PROJECT CONSTRUCTION AND SECURITY**

4.1 **Construction and Warranty.** The construction, installation, materials, and equipment related to the Project shall be in accordance with the plans and specifications approved by the City. The District will fully and faithfully comply with all terms and conditions of any and all construction contracts entered into by the District for the installation and construction of all Improvements and hereby guarantees the workmanship and materials for a period of two (2) years following the City's final acceptance of Improvements.

4.1.1 It is agreed that all labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications on file with the City. No deviations from the approved plans and specifications, unless otherwise provided for by this Agreement, will be permitted unless approved in writing by the City Engineer or a designee.

4.2 **Inspection.** All of the work related to the Project shall be under and subject to the inspection and approval of the City and, where appropriate, any other governmental agency having jurisdiction. Inspections will include, but not be limited to, monitoring of construction activities, consultation with the District and its engineer on project status or project problems, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of request for reduction in security. The District shall pay for all costs incurred by the City Engineer related to inspections. Construction observation shall include part- or full-time inspection of all minimum improvements as determined by the City.

4.3 **Security of District's Performance.** No work shall be commenced under this Agreement until the District files or causes to be filed with the City a cash deposit, certified check, or irrevocable letter of credit (in a form to be approved by the City Attorney) in the amount equal to the total estimated cost of the Improvements plus an additional security requirement of 25%, in the total amount of \$1,417,511.00. The irrevocable letter of credit, cash deposit, or certified check shall be filed with the City prior to the final plat being recorded.

4.3.1 If an irrevocable letter of credit is filed with the City for purposes of meeting the required security, and expires prior to the Improvements being completed, it shall be renewed or replaced no later than 30 days prior to its expiration, with a like irrevocable letter of credit. If such letter of credit is not replaced, the City may declare the District in default hereunder and exercise its rights and remedies and may draw on said letter of credit for the completion of the remaining Improvements. The letter of credit shall be issued by a banking institution in good standing as determined and approved by the City. The City shall have the ability to draw on the letter of credit by overnight courier delivery to the bank or branch bank issuing the letter of credit.

4.3.2 Security posted by the District hereunder shall be for the exclusive use and benefit of the City. The

City shall have the right to apply against said security all bills incurred with regard to the Improvements in the event of default by the District in performance or installation of the Improvements under the terms hereof. The City may, but is not required to, give reasonable notice to the District of the City's use of such security to complete the construction and installation of the Improvements in a timely manner.

4.4 **Reduction of Security.** The District may request reduction of the security provided hereunder based upon prepayment or the value of the completed Improvements at the time of the requested reduction. If requested, the City will perform an evaluation of the work completed with any service charges incurred to complete such evaluation, to be paid by the District. The amount of reduction will be determined by the City. In no event shall the security guarantees be less than 5% of the original security guarantees provided hereunder until all of the Improvements have been approved and accepted by the City.

4.5 **Rejected Work; Completion Date.** In case any material or labor supplied by the District shall be rejected by the City Engineer or his designated representative as defective or unsuitable, such rejected material shall be removed and replaced with approved material and the rejected labor shall be done anew to the specifications and approval of the City Engineer and at the sole cost and expense of the District.

4.5.1 The District will commence work hereunder and will have all work done and the Improvements fully completed to the satisfaction and approval of the City Engineer on or before October 31, 2026.

4.6 **Construction Schedule.** The District shall submit to the City a written schedule indicating the progress and order of completion of the Improvements. It is further agreed that upon receipt of written notice from the District of the existence of causes over which the District has no control which will delay the completion of the Improvements, the City Council, at its discretion, may extend the completion date herein specified and that any financial security previously provided by the District will be extended for such time.

4.7 **Further Documentation.** As required by the City, the District shall provide copies of all bids, change orders, contracts, progress payment verifications, lien waivers, suppliers, subcontractors, and other similar documentation. Within 30 days after the completion of the Improvements and before the security therefor is released, the District shall supply the City with a complete set of reproducible "as constructed" plans and an electronic file of the "as constructed" plans in an AutoCAD .DWG file, a .DXF file, or other acceptable GIS format approved by the City Engineer and prepared in accordance with City standards.

4.8 **Final Inspection.** Upon completion of the Improvements, the District and the City Engineer will complete a final inspection of the work. The City Engineer shall make the final decision that all work is satisfactorily completed in accordance with this Agreement and the approved plans and specifications for the Improvements, and at such time the City Engineer shall submit a written statement attesting thereto. At such time the District shall submit certification that the work underlying the Improvements is free of all claims, liens, and other encumbrances, as well as an "as built" cost summary of the Improvements. Additionally, all financial security previously posted by the District and still being maintained at time of final approval shall be released by the City to the District within 5 business days. The City will also upon certification of completion by the City Engineer, issue in recordable form a certification that the District has performed its obligations related to the Improvements under this Agreement.

4.9 **Future Easements.** Subsequent to the execution of this Agreement, if additional easements are required to comply with the District's obligations under this Agreement, in the reasonable determination of the City, the Parties hereto agree to cooperate in the granting and recording of such easements.

4.10 **Cash Escrow Account.** The City acknowledges that the District has previously submitted a cash escrow to the City to secure staff and consultant review of the construction of the Improvements, preparation of this Agreement, final plat, and other actions necessary to construction. Any unused funds from this account shall be released to the District concurrent with the final release of the District's financial securities. Upon written notification from the City that the escrow amount has been exhausted for the activities described in this Agreement, the District shall promptly forward funds to the City to replenish the escrow in a reasonable amount specified by the City.

**ARTICLE V.
GENERAL PROVISIONS**

5.1 **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the Parties hereto and shall be binding upon all future owners and shall be deemed covenants running with the land. This Agreement, at the option of the City, shall be recorded within the land records of Washington County so as to give notice hereof to subsequent purchasers and encumbrances and all recording fees shall be paid by the District.

5.2 **Final Plat Approval.** The City Council has given final approval to the final plat of the Property upon execution and delivery of this Agreement and of all required documents and financial security required hereunder, subject to compliance with city ordinances and the terms and provisions hereof.

5.3 **Incorporation by Reference.** All plans, special provisions, proposals, specifications, and contracts for the minimum improvements furnished pursuant to this Agreement shall be and are made a part of this Agreement by reference as fully as if set out herein in full. Planning reports, engineering files, and final documentation approved by the City Administrator and the City Engineer are specifically incorporated by reference herein and included herein as if originally made part of this Agreement and the staff recommendations and requirements therein are imposed as if originally set forth herein.

5.4 **Administrative and Miscellaneous Expenses.** As to any and all administrative, legal, or engineering costs which the District is expected to pay to the City, which costs may be offset against the financial security which the District has filed and provided to the City, the District shall be given the opportunity to review and comment on such costs prior to the application by the City for the payment of same.

5.5 **Indemnification.** To the fullest extent permitted by law, the District shall indemnify and hold harmless the City, its agents, and employees from and against any and all claims, damages, losses or expenses, including but not limited to attorney fees, arising out of the execution of this Agreement by the City or arising out of the performance or non-performance of the obligations hereunder by the District.

5.6 **Default.** In the event of default of the District from any or all of the terms hereof, including but not limited to, the failure to complete construction of the Improvements as specified, such that the City may draw on financial securities provided by the District hereunder, the City may withhold the issuance of any building permits until compliance is secured.

5.7 **Entire Agreement.** The entire agreement of the Parties has been set forth in this Agreement and there are no representations, warranties, or agreements between the Parties except as set forth in this Agreement. The District agrees that the City, its agents, and employees, shall not be liable for any representations, warranties, or agreements not contained in this Agreement and that if any such representations, warranties, or agreements have been made, they are wholly unauthorized and not binding upon the City. The District expressly waives any claims for damages or for rescission because of any representations, warranties, or agreements made by the City, its agents, or employees, other than as contained in this Agreement. All prior agreements, written or oral, concerning the subject matter of this Agreement are cancelled and superseded.

5.8 **Modifications in Writing.** Neither this Agreement nor any of the provisions of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom such enforcement of the change, waiver, discharge, or termination is sought.

5.9 **Binding Effect and Assignment.** This Agreement shall continue to bind and inure to the benefit of the Parties and their respective representatives, heirs, successors, and assigns.

5.10 **Severability of Provisions.** It is intended each provision of this Agreement shall be viewed as separate and divisible, and in the event that any provision shall be held to be invalid, the remaining provisions shall continue to be in full force and effect.

5.11 **Governing Law.** This Agreement and its construction, interpretation, and enforcement and the rights of the Parties shall be determined under, governed by, and construed in accordance with the internal laws of the State of Minnesota, without regard to principles of conflict of law. Each of the Parties agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated, at the sole option of City, in any court in which the City shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy.

5.12 **Venue.** Any disputes or litigation relating to this Agreement shall be initiated, filed, and venued exclusively in the State of Minnesota, Washington County, District Court and shall not be removed to any other federal or state court.

5.13 **Waiver of Jury Trial.** The Parties jointly and severally waive any and all right to trial by jury with regard to any actions, claims, disputes, or proceedings arising out of or in connection with this Agreement. Each of the Parties represents that this waiver is knowingly, willingly, and voluntarily given.

5.14 **Additional Representations.** The Parties acknowledge and agree to (i) have been given a full and fair opportunity to discuss and negotiate the terms of this Agreement, (ii) understand and fully agree with the provisions of this Agreement, (iii) have carefully read this Agreement, (iv) this Agreement being available to them prior to the execution thereof, (v) have been given adequate time in which to execute the Agreement, (vi) know and understand the provisions of this Agreement, and (vii) have signed this Agreement knowingly and voluntarily.

5.15 **Further Acts.** The Parties agree to perform any further acts and deliver any documents as may be reasonably necessary to carry out the provisions of this Agreement.

5.16 **Recordation.** The City may record a copy of this Agreement, or a memorandum thereof, in the office of the Washington County Recorder.

5.17 **Headings.** The headings in this Agreement are included for convenience and reference only and should not be construed a part of this Agreement for any other purpose.

5.18 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and facsimile signatures shall be treated as originals; however, in no event shall the Agreement be deemed fully executed without the signatures of the Parties.

5.19 **Environmental Compliance.** The District shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals, or reviews.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.**

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(THE FOLLOWING LEGAL DESCRIPTION IS PER THE LAND TITLE, INC. AS AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 697441 DATED JUNE 3, 2024.)

All that part of the North Half of the Northwest Quarter of Section 10, Township 29 North, Range 20 West, Washington County, Minnesota, described as follows:

Beginning at the northeasterly corner of said North Half of the Northwest Quarter; thence West along the northerly line thereof 28 rods (462.00 feet); thence southerly 20 rods (330.00 feet); thence westerly and parallel with said northerly line of the North Half of the Northwest Quarter 124.14 feet, more or less, to the intersection with the westerly line of the East 583.00 feet of said North Half of the Northwest Quarter thence southerly along said westerly line 487.02 feet, more or less, to the southerly line of the North 817.00 feet of said North Half of the northwest Quarter; thence easterly along said southerly line 583.03 feet, more or less, to the intersection with the easterly line of said North Half of the Northwest Quarter; thence northerly along said easterly line 817.04 feet, more or less, to the point of beginning. Containing 10.00 acres, more or less. Subject to the right-of-way of County Highway Number 14, (a.k.a. 5th Ave. No.) over and across the most northerly 50 feet thereof.

(reserved for recording information)

DEVELOPMENT AGREEMENT

(Public sewer and water)

10TH AND LAKE ELMO SCHOOL ADDITION

THIS DEVELOPMENT AGREEMENT is dated _____, 2____, 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 FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for 10th and Lake Elmo School Addition (referred to in this Agreement as the “Subdivision”). The property being platted is situated in the County of Washington, State of Minnesota, and is legally described on **Exhibit A** (the “Property”).

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the Subdivision on condition that the Developer enter into this Agreement, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles no later than 180 days after the City Council approves the plat.

3. RIGHT TO PROCEED. This Agreement is intended to regulate the development of the Property and the construction therein of certain public and private improvements. Unless separate written approval has been granted by the City, within the plat or land to be platted, the

Developer may not grade or otherwise disturb the earth, remove trees, or construct public or private improvements or any buildings within the Subdivision until all the following conditions precedent have been satisfied:

- A. this Agreement has been executed by the Developer and the City;
- B. all issues set forth in the City Attorney's plat opinion letter dated December 10, 2024 must be addressed to the satisfaction of the City;
- C. final plat, construction plans and specifications, and final landscape plans have been revised to comply with any conditions of approval then submitted by the Developer and approved by the City;
- D. the Developer has executed and recorded with Washington County all drainage and utility easements required for the Subdivision by the City Engineer and Public Works Director in the City's standard form or the easements have been dedicated to the City on the plat;
- E. the Developer has executed and recorded with Washington County the Stormwater Maintenance and Easement Agreement in the City's standard form;
- F. the required Security (as hereinafter defined) has been received by the City from or on behalf of the Developer;
- G. 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 City Engineering Administration Escrow required by this Agreement;
- H. the Developer shall provide the City with a copy, and list the City as a beneficiary, in any temporary construction and permanent easements from adjacent or nearby properties necessary to construct the Subdivision Improvements, including all off-site public improvements, off-site grading work, or storm sewer discharges;
- I. the Developer has provided the City with a certificate of insurance required by this

Agreement, paragraph 24 (E);

- J. the Developer has received all necessary permits from the MPCA, MDH, DNR, MnDOT, the applicable watershed, Washington County, and any other agency having jurisdiction over the Subdivision;
- K. the Developer has installed tree protection fencing or additional measures per approved Tree Preservation Plan and the City has inspected and approved the protections;
- L. the final plat has been recorded with Washington County; and
- M. 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
- N. the City has issued a written notice that all above conditions have been satisfied and that the Developer may proceed.

4. CHANGES IN OFFICIAL CONTROLS. For five (5) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved final plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any changes to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this Agreement.

5. DEVELOPMENT PLANS. The Developer agrees to develop the Property in accordance with the City approvals, including the terms and conditions of approval of the final plat as detailed in City Council Resolution No. 2025-15, and to construct all improvements in accordance with the approved construction plans and specifications (collectively, the "Plans") prepared by a professional engineer registered in the State of Minnesota at its sole expense. 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.

6. IMPROVEMENTS. In developing the Subdivision in accordance with the Plans, the Developer shall make or install at its sole expense the following public and private improvements (collectively, the “Subdivision 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. Internal site access roadways, parking and sidewalks;
- F. Trails;
- G. Underground private utilities;
- H. Landscaping;
- I. Street lighting and signage;
- J. County roadway, turn lane and Intersection improvements (turn lanes, by-pass lanes, traffic control, etc.);
- K. Tree preservation and reforestation;
- L. Wetland mitigation and buffers; and
- M. 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, the City’s Landscape Standards, and Stormwater Reuse Irrigation Design 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, and all applicable City design 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.

7. CITY ADMINISTRATION AND CONSTRUCTION OBSERVATION.

Prior to the execution of this Agreement, the Developer shall submit to the City an amount to be escrowed by the City for costs incurred by the City for administration and construction observation costs in an amount provided under paragraph 29 of this Agreement - Summary of Security Requirements. Thereafter, the Developer shall reimburse the City each month, within thirty (30) days of receiving an invoice, for all administration and construction observation costs incurred by the City during the construction of the Subdivision Improvements by the City's engineering, public works, planning, and landscape architecture staff and consultants. If the Developer has not paid the invoices after thirty (30) days of the invoice date, the City may draw upon the escrow and stop the work on 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 Security. Construction observation shall include, at the discretion of the City, part or full time inspection of proposed public improvements. Services will be billed on an hourly basis.

The direction and review provided by the City through the inspection of the Subdivision Improvements should not be considered a substitute for the Developer-required management of the construction of the Subdivision Improvements. The Developer must require the Developer's contractor(s) to furnish the City with a schedule of proposed operations at least five (5) days prior to the commencement of construction of each type of Subdivision Improvement. The City shall inspect all Developer-installed Subdivision Improvements during and after construction for

compliance with the Plans, the City approvals, the City Code, and the applicable City 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.

8. 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 Subdivision Improvements identified in paragraph 6 above.

9. TIME OF PERFORMANCE. The Developer shall install all required Subdivision Improvements by October 31, 2026. The Developer may, however, request an extension of time from the City. If the City grants an extension, it shall be conditioned upon updating the Security posted by the Developer to reflect cost increases and amending this Agreement if necessary to reflect the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

10. MAINTENANCE DURING CONSTRUCTION. The Developer shall be responsible for all maintenance of the Subdivision Improvements until the Subdivision Improvements are accepted by the City in writing. The Developer also is responsible to locate all underground utilities until the Subdivision is 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 shall maintain a smooth surface and provide proper surface drainage to ensure that the access roads are passable for emergency vehicles. The Developer shall be responsible for keeping streets within and around the Subdivision 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 Subdivision. At a minimum, scraping and sweeping shall take place on a weekly basis and on a daily basis during heavy tracking days.

11. 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.

12. CONSTRUCTION ACCESS. Construction traffic access and egress for all building and Subdivision Improvements is restricted to access the Subdivision at the approved designated rock construction entrance(s) per the approved erosion control plans and as permitted by Washington County. All construction parking and staging, including the loading and unloading of equipment and supplies during the construction of the Subdivision Improvements must be completed interior to the Subdivision and are not allowed to occur on any adjacent public street or public right-of-way, including, but not limited to Lake Elmo Avenue (CSAH 17) or 10th Street North (CSAH 10). The Developer and its contractors shall be responsible for the repair and restoration of any damage to any street, curb, trail, sidewalk, and boulevard caused by the construction activities. All such repairs shall be inspected by the City and meet all City standards and specifications.

The Developer must maintain adequate access for emergency vehicles that is acceptable to the City in its sole discretion at all times during construction.

13. CONSTRUCTION SEQUENCE AND COMPLIANCE. The City will require the Developer to construct the Subdivision Improvements in a sequence which 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 Subdivision 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.

14. EROSION CONTROL. All construction regarding the Subdivision Improvements shall

be completed in a manner designed to control erosion and in compliance with the approved plans and specifications for the construction, the City Code, the City's Engineering Design and Construction Standards Manual, all watershed district permits, the Minnesota Pollution Control Agency's best management practices, and other requirements including the City's permit with the Minnesota Pollution Control Agency for the municipal separate storm sewer system program. Before initiating any work on the site, an erosion control plan must be implemented by the Developer and inspected and approved by the City. Erosion and sediment control measures shall be coordinated with the various stages of development. The City may impose additional erosion control requirements at any stage in development as deemed necessary to maintain a compliant site. All areas disturbed for site improvements must be reseeded by the Developer promptly after the work in the area is complete unless construction of the next stage of the Subdivision Improvements will begin in that area within seven (7) days. 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 and warnings received from the City, the City may take such action as it deems appropriate to control erosion. If the Developer does not reimburse the City for any cost the City incurred for such work within 10 business days, the City may draw down the Security to pay any costs. No development, utility or street construction will be allowed, and no building permits will be issued by the City unless the Subdivision is in full compliance with the approved erosion control plan.

If the City issues building permits before the acceptance of Subdivision Improvements, the Developer assumes all responsibility for erosion control compliance throughout the Subdivision and the City may take such action as allowed by this Agreement against the Developer for any noncompliant issue as stated above. Erosion control plans will be required in accordance with the City's building permit requirements, or as required by the City or City Engineer.

15. SITE GRADING. In order to construct the Subdivision Improvements and otherwise

prepare the Property for development, it will be necessary for the Developer to grade the Subdivision. All grading must be done in compliance with this Agreement and the approved grading plans. Within thirty (30) days after completion of the grading, the Developer shall provide the City with an “as built” grading plan and a certification prepared by the Developer’s engineer as required in the City’s Engineering Design and Construction Standards Manual. Within (5) 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 warranty period beginning.

16. ACCESS ROADS, PARKING AND UTILITY IMPROVEMENTS. All Improvements 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 fully addressed or corrected by the Developer. Upon receipt of the written punch list provided by the City, the Developer must complete all items on the punch list and then notify the City to re-inspect 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 and 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 must be warranted and maintained for a period of two years, with the exception of trees planted on lots that have single-family homes, which are not required to be warranted. The two-year warranty period for landscaping materials shall be deemed to start once all required landscaping identified as responsibility of Developer in the approved Plans for the Subdivision has been field verified and accepted by the City. The Developer agrees to have the installer of the landscaping complete an inspection thirty (30) days before the end of the two-year warranty period and provide the City with a written report identifying the condition of all landscaping. In the event that any landscaping installed by the Developer is deemed through this inspection to be in poor condition or dead, the Developer is to replace the landscaping with like kind materials or as otherwise approved by the City.

- 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 outlots, public rights-of-way, and any disturbed areas outside the Subdivision boundaries according to a landscape maintenance plan approved by the City. The Developer agrees to achieve “substantial performance” on all seeded or sodded lawns and yards disturbed during the construction of Subdivision 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.” The City and the Developer understand and agree that the Property will be used as a school and will have facilities such as athletic fields and playgrounds, and that reasonable wear and tear of grasses at the Property will occur from student, staff, and public use. Said reasonable wear and tear shall be permissible for purposes of determining substantial performance of the seeded or sodded lawns

and yards. 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 Subdivision all in accordance with the approved Plans and the City Engineering Design Standards Manual. Street and traffic sign details shall be submitted for approval by the City and County, as applicable, prior to installation. In addition, the Developer shall be responsible for the cost and all coordination work to extend private utilities and street lights within the Subdivision all in accordance with the approved plans and right-of-way permits.

19. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Agreement, the Subdivision Improvements lying within public easements shall become City property. Before acceptance of the public Subdivision Improvements by the City, the Developer must furnish 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 together with the following affidavits:

- Developer/Developer Engineer's Certificate
- Land Surveyor's Certificate

certifying that all construction has been completed in accordance with the terms of this Agreement. Upon receipt of “record plans” and affidavits, and upon review and verification by the City Engineer that the public Subdivision Improvements have been completed in accordance with the terms of this Agreement, including all punch list items, the City will accept the completed public Subdivision Improvements.

20. SANITARY SEWER AND WATER UTILITY AVAILABILITY CHARGES (SAC AND WAC). The Developer shall be responsible for the payment of all sewer availability charges

(SAC) and all water availability charges (WAC) with respect to the Subdivision Improvements required by the City and any state or metropolitan government agency.

The sewer availability charge (SAC) in the amount of \$3,000.00 per Residential Equivalent Charge ("REC") and the water availability charge (WAC) in the amount of \$3,000.00 per REC shall be paid by the Developer to the City before issuing any building permits.

In addition, a sewer connection charge in the amount of \$1,000.00 per REC, a Metropolitan Council sewer availability charge in the amount of \$2,485.00 per REC, and a water connection charge in the amount of \$1,000.00 per REC will be payable by the Developer and collected by the City at the time the City issues a building permit for each building with the development.

21. WETLAND MITIGATION. The Developer shall follow all of the rules and regulations set forth in the Minnesota Wetland Conservation Act. The Developer shall complete wetland mitigation/restoration in accordance with the approved Plans 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 period to perform the work if the Developer fails to take corrective measures after being provided notice by the City.

22. 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 and all required fees are paid by the Developer.
- B. Before the City issues any building permits, the Developer shall install wetland buffer monuments in accordance with the City's zoning ordinance. The monument design shall be approved by the City Planning Department.
- C. 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 Subdivision Improvements have been installed and have been installed by the Developer and are accepted by the City in accordance with Section 19 of this Agreement.

- D. 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.
- E. If the City issues a building permit prior to the acceptance of the Subdivision Improvements by the City, the Developer assumes all liability and costs resulting in delays in completion of the Subdivision Improvements and damage to the Subdivision Improvements caused by the City, the Developer, the Developer's contractors, subcontractors, materialmen, employees, agents, or any third parties.

23. RESPONSIBILITY FOR COSTS.

- A. In 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. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subdivision, including but

not limited to legal, planning, engineering, and inspection expenses incurred in connection with the City's approval and acceptance of the plat and the Subdivision, the preparation of this Agreement, the City's review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Subdivision. All amounts incurred and due to the City at the time of the recording of the final plat must be fully paid by the Developer before the City will execute and release the final plat for recording.

- C. To the extent permitted by law, 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 plat and the development of the Subdivision. To the extent permitted by law, the Developer shall indemnify and defend 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.
- D. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including reasonable engineering and attorneys' fees.
- E. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all 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 one or more lots, the entire Property, or any portion of it.
- F. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. Bills not paid within thirty (30) days shall be assessed a late fee per the City adopted fee schedule. Upon request, request, the City will provide copies of detailed invoices of the work performed by the City and its consultants.

24. MISCELLANEOUS.

- A. The Developer must obtain a sign permit from the City Building Official before the installation of any subdivision identification signs.
- B. Prior to the construction of any subdivision identification signs or other internal signs within the development, the Developer shall submit sign plans for review and obtain a sign permit from the City.
- C. 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 one or more lots, the entire Property, or any portion of it.
- D. 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 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.
- E. 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 Subdivision Improvements: 1) commercial general liability insurance (CGL) covering bodily injury and property damage; 2) automobile liability insurance (coverage must apply to owned autos, non-owned autos, and hired autos); 3) workers' compensation insurance as required by state statute; and 4) employer's liability insurance.

Limits for the commercial general liability insurance policy shall be not less than \$2,000,000 for each occurrence. The City shall be named as an additional insured

on the commercial general liability insurance policy, and the Developer shall file with the City a certificate of insurance evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given thirty (30) days' advance written notice of the cancellation of the insurance.

- F. Third parties shall have no recourse against the City under this Agreement.
- G. 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.
- H. 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.
- I. This Agreement shall run with the land and will be recorded against the title to the Property at the Developer's expense. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Property being final platted and has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Property, including, but not limited to, the fee owner and the mortgagees; that there are no unrecorded interests in the Property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- J. 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.

- K. The Developer represents to the City that the Subdivision and the Subdivision Improvements comply or will comply with all City, County, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Subdivision is not in compliance, the City may, at its option, refuse to allow construction or development work in the Subdivision until it is brought into compliance. Upon the City's demand, the Developer shall cease work until there is compliance.

25. 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 public Subdivision 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.

26. 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:

- 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.

27. 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 Subdivision 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 Subdivision 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 Subdivision 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.

28. WARRANTY. During the warranty period, the Developer warrants that all Subdivision 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 Subdivision 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 Subdivision Improvement during the warranty period, the City may repair or replace the defective portion and may use the Security to reimburse itself for such costs. The Developer agrees to reimburse the City fully for the cost of all Subdivision Improvement repair or replacement if the cost thereof exceeds the remaining amount of the Security. Such reimbursement must be made within forty-five (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 lot within the Subdivision of the repair or replacement of the Subdivision 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 sanitary sewer and water shall be two (2) years from the date of final written City acceptance of the work.
- B. The required warranty period for all work relating to site improvements, including pavements, concrete curb and gutter, sidewalks and trails, materials and equipment shall be subject to one (1) year from the date of final written acceptance of the work.
- C. The required warranty period for sod, trees, and landscaping is two (2) years from the date of final written City acceptance of the installation as provided by LEC 105.12.480(i).

29. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all Subdivision Improvements, and construction of all Subdivision Improvements, the Developer shall furnish the City with an irrevocable letter of credit or a cash escrow or a combination of a cash escrow and letter of credit (the "Security") in the amount of \$_____. 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 forty-five (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 forty-five (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 down 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 Subdivision Improvements are not completed at least thirty (30) days prior to the expiration of the Security, the City may also draw it down. If the Security is drawn down, the proceeds shall be used by the City to cure the default.

30. 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. 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 \$_____ 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 \$_____ may be released when all pavements, sidewalks, and storm sewer have been installed, televised 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 15--17: The amount of \$_____ may be released when the Subdivision Improvements are accepted by the City Engineer and the City Council, including all improvements in categories 6-10 and 15-17: (1) bituminous wear course and sidewalks; (2) trails; (3) bio retention and infiltration facilities; (4) street lighting; (5) street and traffic signs; (6) all private utilities; (7) iron monuments for lot corners have been installed; (8) turf is established and all erosion and sedimentation control has been removed; (9) County roadway, turn lane and intersection improvements; (10) the required "record" plans in the form of the City standards have been received and approved by the City; (11) all financial obligations to the City have been satisfied.

4. Construction Category 11: The amount of \$_____ may be released when all Landscaping Subdivision Improvements have been installed to the satisfaction of the City including all corrective work for any identified punch list items.
 5. Construction Categories 12, 13 and 14: The amount of \$_____ may be released when Developer Landscaping Subdivision Improvements, Tree Preservation and Restoration work, and Wetland Mitigation and Buffers have been completed and 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 for the sanitary sewer and watermain utilities shall be retained until: (1) all sanitary sewer and watermain utilities 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 for Construction Categories 4-10 and 15-17 shall be retained until: (1) all Subdivision 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.
- E. Twenty-five percent of the original Security amount associated with Landscaping shall be retained by the City until: (1) all landscaping Subdivision 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.
- H. In addition to the above project milestone based Security reductions, the Developer may submit a written request and upon receipt of proof satisfactory to

the City Engineer that work is progressing 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 a one-time reduction in the Security for Construction Categories 2-5 in an amount not to exceed 50 percent of the initial Security amount. This one-time Security reduction does not apply to Categories 4-5 if boulevard sidewalks or trails have not been installed.

31. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Agreement that must be paid to the City before recording the final plat:

City Base Map Upgrading (\$25.00 per REU):	\$ _____
City Engineering Administration Escrow:	\$ _____
TOTAL CASH REQUIREMENTS:	\$ _____

32. 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: Stillwater Area Public Schools, 1875 Greeley Street South, Stillwater, MN 55082, Attn: Mark Drommerhausen and email address drommerhausenm@stillwaterschools.org. 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 at the following address: Lake Elmo City Hall, 3880 Laverne Avenue N., Lake Elmo, Minnesota 55042.

33. EVIDENCE OF TITLE. The Developer shall furnish the City with evidence of fee ownership of the property being platted by way of a title insurance policy dated not earlier than 30 days prior to the execution of the plat.

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 Subdivision. This Agreement shall be construed according to the laws of the 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.

EXHIBIT A TO DEVELOPMENT AGREEMENT

Legal Description of the Property

Legal Description (Pre-Plat):

The Southeast 1/4 of the Southeast 1/4 of Section 26, Township 29, Range 21, Washington County, Minnesota, and all that part of the Southwest 1/4 of the Southeast 1/4, lying Easterly of the West 435.6 feet of the East 2006 feet of the South 1/2 of the Southeast 1/4 of said Section, Washington County, Minnesota.

Platted Legal Description:

Lot 1, Block 1, 10TH AND LAKE ELMO SCHOOL ADDITION, according to the recorded plat thereof, County of Washington, State of Minnesota.

Abstract Property

**EXHIBIT B TO
DEVELOPMENT AGREEMENT**
Subdivision Improvements Cost/Security Amount Estimate

<u>CONSTRUCTION CATEGORY</u>	<u>COST</u>	<u>125 percent</u>
1 <u>Grading (included in grading security)</u>	NA	NA
2 Sanitary Sewer	\$	\$
3 Watermain	\$	\$
4 <u>Storm Sewer (includes pond structures and outfall pipes)</u>	\$	\$
5 Access Roads, Parking <u>and Sidewalks</u>	\$	\$
6 <u>Trails</u>	\$	\$
7 <u>Surface Water Facilities (ponds, infiltration basins, other BMPs)</u>	\$	\$
8 <u>Street Lighting</u>	\$	\$
9 <u>Street and Traffic Signs</u>	\$	\$
10 <u>Private Utilities (electricity, natural gas, telephone, and cable)</u>	\$	\$
11 <u>Landscaping Improvements</u>	\$	\$
12 <u>Tree Preservation and Restoration</u>	\$	\$
13 <u>Wetland Mitigation and Buffers</u>	\$	\$
14 <u>Monuments</u>	\$	\$
15 <u>Erosion and Sedimentation Control</u>	\$	\$
16 County Roadway, Turn Lane and Intersection <u>(including traffic signals)</u>	\$	\$
17 <u>Developer's Record Drawings</u>	\$	\$
 <u>TOTALS</u>	 \$	 \$

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 _____

Educational Programs

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Organization of School Calendar and School Day	602	Amended: 10-24-2023	Annual

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

- A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.
- B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher’s workshops may be held before Labor Day.
 - 1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of \$400,000 or more affecting a school district school facility.
 - 2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes section 123A.30, 123A.32, or 123A.35 with a school district that qualifies under Section III.B.1.
 - 3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

- C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer process.

IV. SCHOOL DAY RESPONSIBILITY

- A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.
- B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.
- C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

- A. An “e-learning day” is a school day where a school offers full access to online instruction provided by students’ individual teachers due to inclement weather.
- B. A school district may designate up to five e-learning days in one school year.
- C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.
- D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.
- E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.
- F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.
- G. On an e-learning day, each student’s teacher must be accessible both online and by

telephone during normal school hours to assist students and parents.

- H.** When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References:

Minn Stat. 10.55 (Juneteenth)

Minn. Stat. § 120A.40 (School Calendar)

Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)

Minn. Stat. § 120A.414 (E-Learning Days)

Minn. Stat. § 120A.415 (Extended School Calendar)

Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)

Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)

Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)

Minn. Stat. § 123A.30 (Agreements for Secondary Education)

Minn. Stat. § 123A.32 (Interdistrict Cooperation)

Minn. Stat. § 123A.35 (Cooperation and Combination)

Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)

Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)

Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)

Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)

Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

NON-INSTRUCTIONAL OPERATIONS

POLICY TITLE	POLICY NUMBER	ADOPTED/REVIEWED	REVIEW FREQUENCY
Transportation of Nonpublic Students	708	Approved: 10-10-2023	Three Year

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes, sections 123B.88 and 123B.92 when applicable.
- B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether or not there is another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school must pay the cost of such

transportation provided outside the school district boundaries.

- D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.
- F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.
- G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- H. A school board that contracts for pupil transportation services may enter into a contractual arrangement with a school bus contractor according to the written plan adopted by the school board and the nonpublic school to transport nonpublic school students and retain the nonpublic pupil transportation aid attributable to that plan for the purposes of paying the school bus contractor. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services included in the contract that are not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- I. Additional transportation to and from a nonpublic school may be provided at the expense of the school district when such services are provided in the discretion of the school district.

IV. STUDENTS WITH DISABILITIES

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district must provide necessary transportation for the student within the school district between the nonpublic school and the

educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district must provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school Must pay the cost of transportation provided outside the school district boundary. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law.

- B. When the disabling conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district.
- C. Each driver and aide assigned to a vehicle transporting students with a disability must (1) be instructed in basic first aid and procedures for the students under their care; (2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities; (3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and (4) ensure that proper safety devices are in use and fastened properly.
- D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system: (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.
- E. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the due process procedures provided for in Minnesota Statutes chapter 125A

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [Model Policy 707] shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References:

Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.86 (Equal Treatment)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.91, Subd. 1a (School District Bus Safety Requirements)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. Ct. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References:

MSBA/MASA Model Policy 707 (Transportation of Public School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

Memorandum of Agreement
Postings

This Memorandum of Agreement is entered into between Independent School District No. 834, Stillwater, Minnesota (hereinafter referred to as the "District") and the Nutrition Services Employees' Organization.

WHEREAS, the District has continued to experience a shortage in Nutrition Services employees; and

WHEREAS, the current requirement to post vacant positions for five (5) days has contributed to delays in the hiring process; and

WHEREAS, the District and Nutrition Services Employees' Organization recognize the need for a temporary adjustment to expedite hiring while maintaining fair posting practices;

NOW THEREFORE, it is mutually agreed and understood as follows:

1. Job openings shall be posted for two days and shall not be filled during this period.
2. This MOA shall take effect upon School Board approval and remain in effect for the duration of the 2024-2025 school year and will continue until such time as the 2025-2027 Nutrition Services Master Contract is ratified.

Nutrition Services Employees' Organization

Independent School District No. 834



Jennifer Johnson
Nutrition Services Employees' Organization
President

Alison Sherman
School Board President

3/10/25

Date

Date

SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Separation Agreement and Release of All Claims (“Agreement”) is entered into by and between Jessica Lindsay (“Lindsay”), St. Croix Education Association (“Union”), and Independent School District No. 834 (“District”). Lindsay, the Union, and the District are collectively referred to as the “parties.”

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers who are employed by the District;

WHEREAS, the District employs Lindsay as a teacher; and

WHEREAS, Lindsay and the District mutually desire to conclude their employment relationship in an amicable manner while ensuring that no potential claims or conflicts arise;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Irrevocable Resignation.** By signing this Agreement, Lindsay voluntarily resigns from employment with the District effective at 4:00 pm on March 31, 2025. Lindsay understands and agrees that her resignation is irrevocable once the parties sign this Agreement. By entering into this Agreement, the District accepts Lindsay’s resignation. Lindsay will be on paid administrative leave until March 31, 2025.
- 2. Health Insurance.** Lindsay will remain on the District’s group health insurance plan through the end of the day on December 31, 2025. From March 2025 through December 2025, the District will make the same employer contribution toward the premium for group health insurance, at the currently selected level and benefit amount, that it would make if Lindsay were actively employed during those months. Lindsay’s health insurance benefits will expire on December 31, 2025, unless she exercises her rights under COBRA to continue coverage at her own expense. Lindsay must immediately notify the District if she obtains coverage under another group health insurance plan as a result of obtaining employment with another employer that offers group health insurance. The District’s obligation to contribute toward the premium for group health insurance will cease immediately, if Lindsay obtains coverage under another group health insurance plan as a result of obtaining employment with another employer that offers group health insurance.
- 3. No Further Claim to Compensation.** This Agreement satisfies all obligations between Lindsay and the District that arise out of or relate to her employment and resignation. Lindsay has no claim to any compensation, benefits, or payments of any nature whatsoever except as expressly stated in this Agreement.
- 4. Release of All Claims.** The District has agreed to provide Lindsay with certain benefits and privileges that she would not otherwise be entitled to receive in the absence of this Agreement. In consideration for those benefits and privileges, and as an inducement for the District to enter into this Agreement, Lindsay now fully and completely releases, acquits, and forever discharges

the District, its current and former School Board members, officers, employees, agents, representatives, insurers, attorneys, and other affiliates from any and all liability for any and all damages, actions, or claims—regardless of whether they are known or unknown, direct or indirect, asserted or not asserted—that arise out of or related to any action, decision, event, fact, or circumstance occurring before Lindsay signs this Agreement. Lindsay understands and agrees that by signing this Agreement she is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that are based on any federal or state law, including, but not limited to, any constitution, statute, regulation, rule, or common law.

5. **Claims Not Waived.** By signing this Agreement, Lindsay does not release or waive the following: (a) any rights or claims that are based on any events that occur after she signs this Agreement; (b) any right to institute legal action for the purpose of enforcing this Agreement; (c) any right to apply for unemployment compensation benefits, although Lindsay acknowledges that she is resigning voluntarily and that the District may contest such an application accordingly; (d) any claims arising under the Workers' Compensation Act, although Lindsay acknowledges that she has not been injured while acting in the scope and course of her employment and that the District or its insurer may contest such claims accordingly; or (e) any right to file a charge with a governmental agency, including the Equal Employment Opportunity Commission, although the District may contest such a charge and Lindsay agrees that she will not be able to recover any award of compensation, damages, or any other monies if she files a charge or complaint or has a charge or complaint filed on her behalf with any federal, state, or local government agency.

6. **Acceptance Period.** Lindsay has the right to review and consider this Agreement for a period of twenty-one (21) calendar days after receiving it. Lindsay is advised to seek the advice of legal counsel regarding this Agreement. If Lindsay signs this Agreement before twenty-one (21) days have elapsed from the date on which she first received a copy of the Agreement to review, she will be voluntarily waiving her right to the twenty-one (21) day review period.

7. **Revocation Under the ADEA.** Lindsay recognizes that by signing this Agreement, she is waiving and releasing any claims that she might have under the Age Discrimination in Employment Act ("ADEA"). If Lindsay signs this Agreement, she will have seven (7) calendar days to revoke her waiver and release of any claims arising under the ADEA. Lindsay understands that this particular right of revocation applies only to claims arising under the ADEA. For a revocation of claims under the ADEA to be effective, it must be delivered to Kristine Carlston, Executive Director of Human Resources, 1875 Greeley Street S., Stillwater, MN 55082, either personally or by United States mail within the seven-day period. If delivered by mail, the revocation must be postmarked within the seven-day period, properly addressed to Ms. Carlston, and sent by certified mail, return receipt requested.

8. **Rescission Under the MHRA.** Lindsay recognizes that by signing this Agreement she is waiving and releasing any claims that she might have under the Minnesota Human Rights Act ("MHRA"). Under the MHRA, and specifically Minnesota Statutes section 363A.31, Lindsay has the right to rescind her release of claims in writing within fifteen (15) calendar days after signing this Agreement. Such a rescission would be limited to any claims arising under the MHRA. For a rescission of claims arising under the MHRA to be effective, it must be delivered to Kristine

Carlston, Executive Director of Human Resources, 1875 Greeley Street S., Stillwater, MN 55082, either personally or by United States mail within the fifteen-day period. If delivered by mail, the rescission must be postmarked within the fifteen-day period, properly addressed to Ms. Carlston, and sent by certified mail, return receipt requested.

9. **Effect of Revocation or Rescission.** If Lindsay revokes her release of claims under the ADEA or rescinds her release of claims under the MHRA, then Paragraph 2 of this Agreement will be null and void, which means that the District will not pay the employer portion of the premium for group health insurance for April through December 2025. The remainder of this Agreement, including the Release of All Claims and all other provisions of this Agreement, will continue in full force and effect.

10. **Waiver of Right to File Grievance.** Lindsay and the Union waive any right they may have, either individually or collectively, to file a grievance or to pursue any other action against the District pursuant to the current CBA or any future CBA between the District and the Union regarding any matter arising out of or relating to Lindsay's employment with the District, including her separation of employment.

11. **No Wrongdoing.** This Agreement is made to ensure a clean separation of employment and is not to be considered an admission of liability or wrongdoing by or on behalf of Lindsay or the District, or any party identified in interest with Lindsay or the District.

12. **Responsibility for Costs.** Each party is responsible for its own costs, expenses, and any attorney fees associated with this Agreement.

13. **Choice of Law, Forum, and Severability.** This Agreement will be governed by the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If any part of this Agreement is construed to be in violation of any law, the remaining portions will continue in full force and effect.

14. **Equal Drafting and Copies.** In the event either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties. A signed copy of this Agreement has the same legal effect as the original.

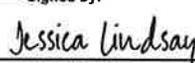
15. **Acknowledgement.** Each party acknowledges that it has read this Agreement, that it has had the opportunity to review the terms of this agreement with legal counsel, and that it understands and voluntarily agrees to be legally bound by the terms of this Agreement. Lindsay specifically acknowledges and affirms that no person has pressured her to sign this Agreement and that she is resigning voluntarily of her own free will.

16. **Entire Agreement.** This Agreement reflects the entire agreement between the parties relating to Lindsay's separation from employment with the District. This Agreement supersedes any inconsistent provisions in the CBA or any policy or handbook provisions. No party has relied

on any statements, promises, or representations that are not written in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates noted by their signatures.

JESSICA LINDSAY

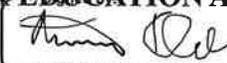
Signed by:


Jessica Lindsay E1AC0E687189451...

3/12/2025

Date

ST. CROIX EDUCATION ASSOCIATION



Authorized Representative 528F000ACB1A40C...

3/14/2025

Date

INDEPENDENT SCHOOL DISTRICT NO. 834

School Board Chair

Date

School Board Clerk

Date

SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Separation Agreement and Release of All Claims (“Agreement”) is entered into by and between Claire Ackerson (“Ackerson”), St. Croix Education Association (“Union”), and Independent School District No. 834 (“District”). Ackerson, the Union, and the District are collectively referred to as the “parties.”

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers who are employed by the District;

WHEREAS, the District employs Ackerson as a teacher; and

WHEREAS, Ackerson and the District mutually desire to conclude their employment relationship while ensuring that no potential claims or conflicts arise;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Irrevocable Retirement.** By signing this Agreement, Ackerson voluntarily retires from employment with the District effective at 4:00 pm on August 1, 2025. Ackerson understands and agrees that her retirement is irrevocable once the parties sign this Agreement. By signing this Agreement, the District accepts Ackerson’s retirement. Ackerson will be on paid administrative leave through the last duty day of the 2024-2025 school year. Until the effective date of her retirement, Ackerson will receive the same benefits, including group health insurance benefits, that she would receive if she were actively employed during that period of time.
- 2. Retirement Benefits.** The parties agree that Ackerson qualifies for the retirement benefits specified in Article IX, Section 10, Subdivision 1b of the CBA.
- 3. Supervised Access to Computer.** Before April 1, 2024, the District will provide Ackerson with supervised access to her work computer so that she can access personal passwords she saved on the computer.
- 4. No Further Claim to Compensation.** This Agreement satisfies all obligations between Ackerson and the District that arise out of or relate to her employment and retirement. Ackerson has no claim to any compensation, benefits, or payments of any nature whatsoever except as expressly stated in this Agreement.
- 5. Release of All Claims.** The District has agreed to provide Ackerson with certain benefits and privileges that she would not otherwise be entitled to receive in the absence of this Agreement. In consideration for those benefits and privileges, and as an inducement for the District to enter into this Agreement, Ackerson now fully and completely releases, acquits, and forever discharges the District, its current and former School Board members, officers, employees, agents, representatives, insurers, attorneys, and other affiliates from any and all liability for any and all

damages, actions, or claims—regardless of whether they are known or unknown, direct or indirect, asserted or not asserted—that arise out of or related to any action, decision, event, fact, or circumstance occurring before Ackerson signs this Agreement. Ackerson understands and agrees that by signing this Agreement she is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that are based on any federal or state law, including, but not limited to, any constitution, statute, regulation, rule, or common law.

6. **Claims Not Waived.** By signing this Agreement, Ackerson does not release or waive the following: (a) any rights or claims that are based on any events that occur after she signs this Agreement; (b) any right to institute legal action for the purpose of enforcing this Agreement; (c) any right to apply for unemployment compensation benefits, although Ackerson acknowledges that she is retiring voluntarily and that the District may contest such an application accordingly; (d) any claims arising under the Workers' Compensation Act, although Ackerson acknowledges that she has not been injured while acting in the scope and course of her employment and that the District or its insurer may contest such claims accordingly; or (e) any right to file a charge with a governmental agency, including the Equal Employment Opportunity Commission, although the District may contest such a charge and Ackerson agrees that she will not be able to recover any award of compensation, damages, or any other monies if she files a charge or complaint or has a charge or complaint filed on her behalf with any federal, state, or local government agency.

7. **Acceptance Period.** Ackerson has the right to review and consider this Agreement for a period of twenty-one (21) calendar days after receiving it. Ackerson is advised to seek the advice of legal counsel regarding this Agreement. If Ackerson signs this Agreement before twenty-one (21) days have elapsed from the date on which she first received a copy of the Agreement to review, she will be voluntarily waiving her right to the twenty-one (21) day review period.

8. **Revocation Under the ADEA.** Ackerson recognizes that by signing this Agreement, she is waiving and releasing any claims that she might have under the Age Discrimination in Employment Act ("ADEA"). If Ackerson signs this Agreement, she will have seven (7) calendar days to revoke her waiver and release of any claims arising under the ADEA. Ackerson understands that this particular right of revocation applies only to claims arising under the ADEA. For a revocation of claims under the ADEA to be effective, it must be delivered to Kristine Carlston, Executive Director of Human Resources, 1875 Greeley Street S., Stillwater, MN 55082, either personally or by United States mail within the seven-day period. If delivered by mail, the revocation must be postmarked within the seven-day period, properly addressed to Ms. Carlston, and sent by certified mail, return receipt requested.

9. **Rescission Under the MHRA.** Ackerson recognizes that by signing this Agreement she is waiving and releasing any claims that she might have under the Minnesota Human Rights Act ("MHRA"). Under the MHRA, and specifically Minnesota Statutes section 363A.31, Ackerson has the right to rescind her release of claims in writing within fifteen (15) calendar days after signing this Agreement. Such a rescission would be limited to any claims arising under the MHRA. For a rescission of claims arising under the MHRA to be effective, it must be delivered to Kristine Carlston, Executive Director of Human Resources, 1875 Greeley Street S., Stillwater, MN 55082, either personally or by United States mail within the fifteen-day period. If delivered by mail, the

rescission must be postmarked within the fifteen-day period, properly addressed to Ms. Carlston, and sent by certified mail, return receipt requested.

10. **Effect of Revocation or Rescission.** If Ackerson revokes her release of claims under the ADEA or rescinds her release of claims under the MHRA, then Paragraph 3 of this Agreement will be null and void, which means that she will not be eligible for retirement benefits under the CBA. The remainder of this Agreement, including the Release of All Claims and all other provisions of this Agreement, will continue in full force and effect.

11. **Waiver of Right to File Grievance.** Ackerson and the Union waive any right they may have, either individually or collectively, to file a grievance or to pursue any other action against the District pursuant to the current CBA or any future CBA between the District and the Union regarding any matter arising out of or relating to Ackerson's employment with the District, including her separation of employment.

12. **No Wrongdoing.** This Agreement is made to ensure a clean separation of employment and is not to be considered an admission of liability or wrongdoing by or on behalf of Ackerson or the District, or any party identified in interest with Ackerson or the District.

13. **Responsibility for Costs.** Each party is responsible for its own costs, expenses, and any attorney fees associated with this Agreement.

14. **Choice of Law, Forum, and Severability.** This Agreement will be governed by the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If any part of this Agreement is construed to be in violation of any law, the remaining portions will continue in full force and effect.

15. **Equal Drafting and Copies.** In the event either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties. A signed copy of this Agreement has the same legal effect as the original.

16. **Acknowledgement.** Each party acknowledges that it has read this Agreement, that it has had the opportunity to review the terms of this agreement with legal counsel, and that it understands and voluntarily agrees to be legally bound by the terms of this Agreement. Ackerson specifically acknowledges and affirms that no person has pressured her to sign this Agreement and that she is retiring voluntarily of her own free will.

17. **Entire Agreement.** This Agreement reflects the entire agreement between the parties relating to Ackerson's separation from employment with the District. This Agreement supersedes any inconsistent provisions in the CBA or any policy or handbook provisions. No party has relied on any statements, promises, or representations that are not written in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates noted by their signatures.

CLAIRE ACKERSON

Signed by:
Claire Ackerson

927F5921D01F4E1...

Claire Ackerson

3/12/2025

Date

ST. CROIX EDUCATION ASSOCIATION

Signed by:
[Signature]

528F900ACB1A40C...

Authorized Representative

3/14/2025

Date

INDEPENDENT SCHOOL DISTRICT NO. 834

School Board Chair

Date

School Board Clerk

Date

SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Separation Agreement and Release of All Claims (“Agreement”) is entered into by and between Maddie Weid (“Weid”), St. Croix Education Association (“Union”), and Independent School District No. 834 (“District”). Weid, the Union, and the District are collectively referred to as the “parties.”

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers who are employed by the District;

WHEREAS, the District employs Weid as a probationary teacher; and

WHEREAS, Weid and the District mutually desire to conclude their employment relationship in an amicable manner while ensuring that no potential claims or conflicts arise;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Irrevocable Resignation.** By signing this Agreement, Weid voluntarily resigns from employment with the District effective at 4:00 pm on March 31, 2025. Weid understands and agrees that her resignation is irrevocable once the parties sign this Agreement. By entering into this Agreement, the District accepts Weid’s resignation. Weid will be on paid administrative leave until March 31, 2025. While on paid administrative leave, Weid will receive the same employment benefits that she would receive if she were actively employed.
- 2. No Further Claim to Compensation.** This Agreement satisfies all obligations between Weid and the District that arise out of or relate to her employment and resignation. Weid has no claim to any compensation, benefits, or payments of any nature whatsoever except as expressly stated in this Agreement.
- 3. Release of All Claims.** The District has agreed to provide Weid with certain benefits and privileges that she would not otherwise be entitled to receive in the absence of this Agreement. In consideration for those benefits and privileges, and as an inducement for the District to enter into this Agreement, Weid now fully and completely releases, acquits, and forever discharges the District, its current and former School Board members, officers, employees, agents, representatives, insurers, attorneys, and other affiliates from any and all liability for any and all damages, actions, or claims—regardless of whether they are known or unknown, direct or indirect, asserted or not asserted—that arise out of or related to any action, decision, event, fact, or circumstance occurring before Weid signs this Agreement. Weid understands and agrees that by signing this Agreement she is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that are based on any federal or state law, including, but not limited to, any constitution, statute, regulation, rule, or common law.

4. **Claims Not Waived.** By signing this Agreement, Weid does not release or waive the following: (a) any rights or claims that are based on any events that occur after she signs this Agreement; (b) any right to institute legal action for the purpose of enforcing this Agreement; (c) any right to apply for unemployment compensation benefits, although Weid acknowledges that she is resigning voluntarily and that the District may contest such an application accordingly; (d) any claims arising under the Workers' Compensation Act, although Weid acknowledges that she has not been injured while acting in the scope and course of her employment and that the District or its insurer may contest such claims accordingly; or (e) any right to file a charge with a governmental agency, including the Equal Employment Opportunity Commission, although the District may contest such a charge and Weid agrees that she will not be able to recover any award of compensation, damages, or any other monies if she files a charge or complaint or has a charge or complaint filed on her behalf with any federal, state, or local government agency.

5. **Rescission Under the MHRA.** Weid recognizes that by signing this Agreement she is waiving and releasing any claims that she might have under the Minnesota Human Rights Act ("MHRA"). Under the MHRA, and specifically Minnesota Statutes section 363A.31, Weid has the right to rescind her release of claims in writing within fifteen (15) calendar days after signing this Agreement. Such a rescission would be limited to any claims arising under the MHRA. For a rescission of claims arising under the MHRA to be effective, it must be delivered to Kristine Carlston, Executive Director of Human Resources, 1875 Greeley Street S., Stillwater, MN 55082, either personally or by United States mail within the fifteen-day period. If delivered by mail, the rescission must be postmarked within the fifteen-day period, properly addressed to Ms. Carlston, and sent by certified mail, return receipt requested.

6. **Effect of Revocation or Rescission.** If Weid rescinds her release of claims under the MHRA, then she will be deemed to have been terminated for cause effective March 31, 2025. The remainder of this Agreement, including the Release of All Claims and all other provisions of this Agreement, will continue in full force and effect.

7. **Waiver of Right to File Grievance.** Weid and the Union waive any right they may have, either individually or collectively, to file a grievance or to pursue any other action against the District pursuant to the current CBA or any future CBA between the District and the Union regarding any matter arising out of or relating to Weid's employment with the District, including her separation of employment.

8. **No Wrongdoing.** This Agreement is made to ensure a clean separation of employment and is not to be considered an admission of liability or wrongdoing by or on behalf of Weid or the District, or any party identified in interest with Weid or the District.

9. **Responsibility for Costs.** Each party is responsible for its own costs, expenses, and any attorney fees associated with this Agreement.

10. **Choice of Law, Forum, and Severability.** This Agreement will be governed by the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If any part of this Agreement is construed to be in violation of any law, the remaining portions will continue in full force and effect.

11. **Equal Drafting and Copies.** In the event either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties. A signed copy of this Agreement has the same legal effect as the original.

12. **Acknowledgement.** Each party acknowledges that it has read this Agreement, that it has had the opportunity to review the terms of this agreement with legal counsel, and that it understands and voluntarily agrees to be legally bound by the terms of this Agreement. Weid specifically acknowledges and affirms that no person has pressured her to sign this Agreement and that she is resigning voluntarily of her own free will.

13. **Entire Agreement.** This Agreement reflects the entire agreement between the parties relating to Weid’s separation from employment with the District. This Agreement supersedes any inconsistent provisions in the CBA or any policy or handbook provisions. No party has relied on any statements, promises, or representations that are not written in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates noted by their signatures.

MADDIE WEID

Signed by:

A49BAA66CC844A...

Maddie Weid

3/12/2025

Date

ST. CROIX EDUCATION ASSOCIATION


528F000ACB1A40C...

Authorized Representative

3/14/2025

Date

INDEPENDENT SCHOOL DISTRICT NO. 834

School Board Chair

Date

School Board Clerk

Date

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

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Athmann, Nick	Resignation	Assistant Boys LaCrosse Coach Stillwater Area High School	Co-Curricular	January 27, 2025
Bliven, Steve	Retirement (33 years)	1.0 FTE Elementary Education Teacher Brookview Elementary	SCEA	September 30, 2025
Brinkman, Eileen	Resignation	Nutrition Services Employee (float), 4.0 hours/day District Wide	Nutrition Services	March 5, 2025
Carlton, Sarah	Retirement (19 years)	Program Coordinator Stillwater Area High School	Community Ed	June 30, 2025
Ellefson, Bryce	Resignation	Assistant Boys Tennis Coach Stillwater Area High School	Co-Curricular	February 6, 2025
Fredrickson, Rachel	Resignation	1.0 FTE English Teacher Currently on a Leave of Absence	SCEA	June 4, 2025
Guttsen, Paula	Resignation	Nutrition Services Employee, 5.25 hours/day Oak-Land Middle School	Nutrition Services	February 25, 2025
Hansen, Ann	Retirement (31 years)	1.0 FTE Elementary Education Teacher Afton-Lakeland Elementary	SCEA	June 4, 2025
Johnson, Brianne	Resignation	Community Ed Assistant, 7.0 hours/week Rutherford Elementary	Community Ed Leads & Assistants	January 7, 2025
Lindstrom, Kimberly	Resignation	Nutrition Services Manager, 8.0 hours/day Lake Elmo Elementary	Nutrition Services	March 7, 2025
Morales, Annamarie	Resignation	Health Care Specialist, 6.5 hours/day Lake Elmo Elementary	Tech Support	March 14, 2025
Neumann, Mary	Resignation	1.0 FTE Occupational Therapist Currently on a Leave of Absence	SCEA	June 4, 2025
Papke, Katherine	Retirement (34 years)	1.0 FTE Elementary Education Teacher Rutherford Elementary	SCEA	June 4, 2025
Sindt, Christa	Retirement (19 years)	1.0 FTE Elementary Education Teacher Brookview Elementary	SCEA	June 4, 2025
Sirek, Abram	Resignation (rescinded)	Paraprofessional, 6.0 hours/day Lily Lake Elementary	SCPA	February 18, 2025
Vanderstappen, Julie	Retirement (29 years)	1.0 FTE Orchestra & General Music Teacher Oak-Land Middle School	SCEA	July 16, 2025

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Benning, Michael	Assistant Softball Coach Stillwater Area High School	\$3,654	2024 - 2025 Staffing	Co-Curricular	March 10, 2025
Brinkman, Eileen	Nutrition Services Employee District Wide Float	\$18.92 / hour	2024-2025 Staffing	Nutrition Services	February 27, 2025
Coyle, McKenzie	Paraprofessional, 6.5 hours/day Lake Elmo Elementary	\$18.00 / hour	2024-2025 Staffing	SCPA	March 10, 2025
Fuches, Megan	Assistant Softball Coach Stillwater Area High School	\$3,654	2024 - 2025 Staffing	Co-Curricular	March 10, 2025
Kellogg, Craig	Assistant Girls Track and Field Stillwater Area High School	\$1,015.00	2024 - 2025 Staffing	Co-Curricular	March 10, 2025
Olson, Eric	Assistant Tennis Coach Stillwater Area High School	\$3,045	Replacement	Co-Curricular	March 10, 2025
Peterson, Tera	Assistant Girls Track Stillwater Area High School	\$3,045	2024 - 2025 Staffing	Co-Curricular	March 10, 2025
Reyes, Estephanie	Nutrition Services Employee, 4.0 hours/day Mahtomedi High School	\$18.92 / hour	2024 - 2025 Staffing	Nutrition Services	February 26, 2025
Risley, Tom	Transportation Supervisor Central Services	\$106,928.00	Replacement	CSS	April 21, 2025
Sandahl, Tara	Human Resources Generalist, 8.0 hours/day	\$66,894	Replacement	CSS	March 5, 2025

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

Central Services

LEAVES OF ABSENCE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Anderson, Eric	Approve	1.0 FTE Counselor/TOSA Oak-Land Middle School	SCEA	November 14, 2024 - May 21, 2025 (adjusted dates)
Barber, Mikki	Approve	1.0 FTE Intervention Teacher Rutherford Elementary	SCEA	2025-2026 school year
Chang, Paul	Approve	Custodian VI, 8.0 hours/day Lily Lake Elementary	Custodial	February 11, 2025 - August 11, 2025
Ellison, Julie	Approve	Paraprofessional, 6.25 hours/day Lily Lake Elementary	SCPA	2025-2026 school year
Huth, Amy	Approve	Paraprofessional, 6.0 hours/day Stillwater Area High School	SCPA	3/11/2025 - 4/23/25

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Bristol, Samantha	Nutrition Services (Float) Manager, 7.0 hours/day Afton-Lakeland Elementary	Nutrition Services Manager, 7.0 hours/day Rutherford Elementary	2024-2025 Staffing	Nutrition Services	February 24, 2025
Brugioni, Dawn	Nutrition Services Employee, 6.5 hours/day Stillwater High School	Nutrition Services Floating Manager, 6.5 hours/day District Wide	2024-2025 Staffing	Nutrition Services	March 10, 2025
Dornfeld, Amy	Community Ed Assistant, 6.5 hours/day Rutherford Elementary	Interim Community Ed Site Lead Rutherford Elementary	2024-2025 Staffing	Community Ed Leads & Assistants	January 2, 2025 - April 14, 2025
Farver, Jean	Nutrition Services Manager, 7.0 hours/day Rutherford Elementary	Nutrition Services Asst Manager, 7.0 hours/day Mahtomedi High School	2024-2025 Staffing	Nutrition Services	February 26, 2025
Feldkamp, Karen	Paraprofessional, 7.0 hours/day Lake Elmo Elementary	Paraprofessional, 6.5 hours/day Lake Elmo Elementary	2024-2025 Staffing	SCPA	February 24, 2025
Singh, Idella	Nutrition Services Employee, 4.75 hours/day Oak-Land Elementary	Nutrition Services Employee, 5.25 hours/day Oak-Land Elementary	2024-2025 Staffing	Nutrition Services	March 5, 2025
Vang, Pa	Nutrition Services, 5.75 hours/day Afton-Lakeland Elementary	Nutrition Services Manager, 8.0 hours/day Lake Elmo Elementary	2024-2025 Staffing	Nutrition Services	March 5, 2025



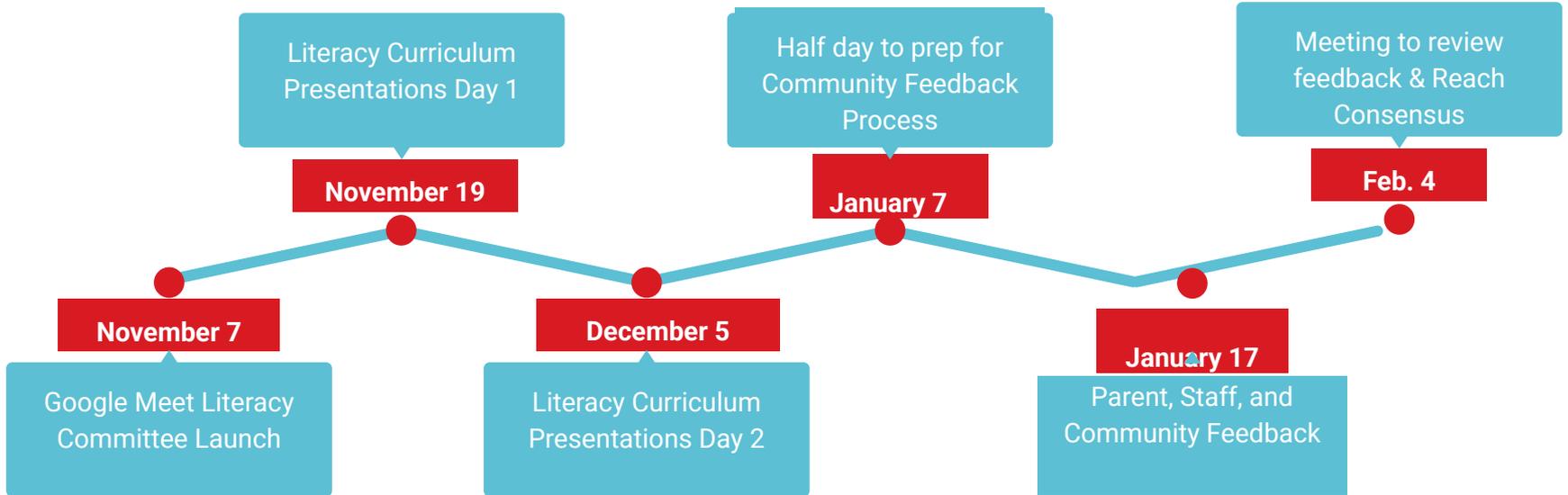
Expect
More.

Elementary Literacy Curriculum Adoption

Presented to the School Board
March 18, 2025



Committee Timeline





Expect
More.

Priority Based Budgeting

2025-26 Investments

Presented to the School Board

March 18, 2025

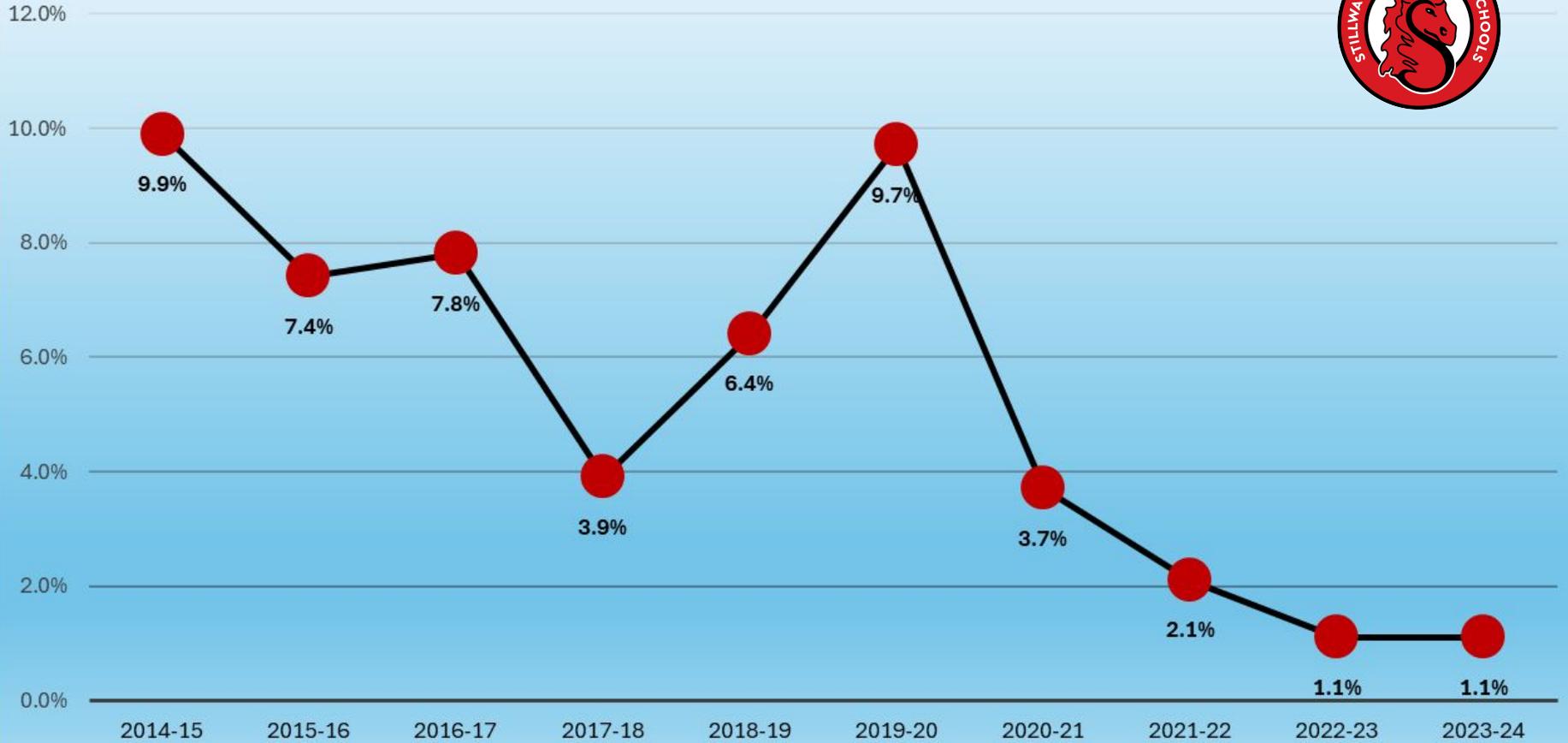
Current Financial Reality

- Unfunded state mandates
- Legislation impacting revenue
- Inflation and rising costs
- Projected enrollment levels
- One-time only funding (federal grant carryover not available in FY26)



Expect
More.

Unassigned Fund Balance History



2025-26 General Fund Budget Assumptions

Revenue:

- Current formula allowances in state legislation
- Levy amounts certified by school board in December 2024
- Federal revenue based on preliminary information from MDE and district estimates

Expenditures:

- Current year staffing levels, negotiated agreements, COLA/steps/lanes
- Increases in benefit costs, pension contributions (PERA, TRA), legislative changes
- Cost of inflation for purchased services, utilities, insurance, supplies/materials

Use of Restricted Fund Balance:

- Must follow Board Policy 714 & statutory guidance



Expect
More.

General Fund Fiscal Forecast FY26-FY27 (in millions)

	FY24 Actual	FY25 Preliminary Budget	FY26 Projected (as of 3/7/25)	FY27 Projected (as of 3/7/25)
Revenue	\$142.6	\$149.3	\$152.4	\$152.1
Expenditures	<u>-144.9</u>	<u>-150.2</u>	<u>-157.8</u>	<u>-157.7</u>
Balance	-2.3	-0.9	-5.4	-5.6
Use of Restricted Fund Balance*	<u>2.3</u>	<u>0.9</u>	<u>1.1</u>	<u>0.0</u>
Surplus/(Shortfall)	\$0.0	\$0.0	\$-4.3	\$-5.6

*Restricted - Operating Capital fund balance used in:
 FY25: wireless network
 FY26: curriculum (unfunded by State)



Expect
More.

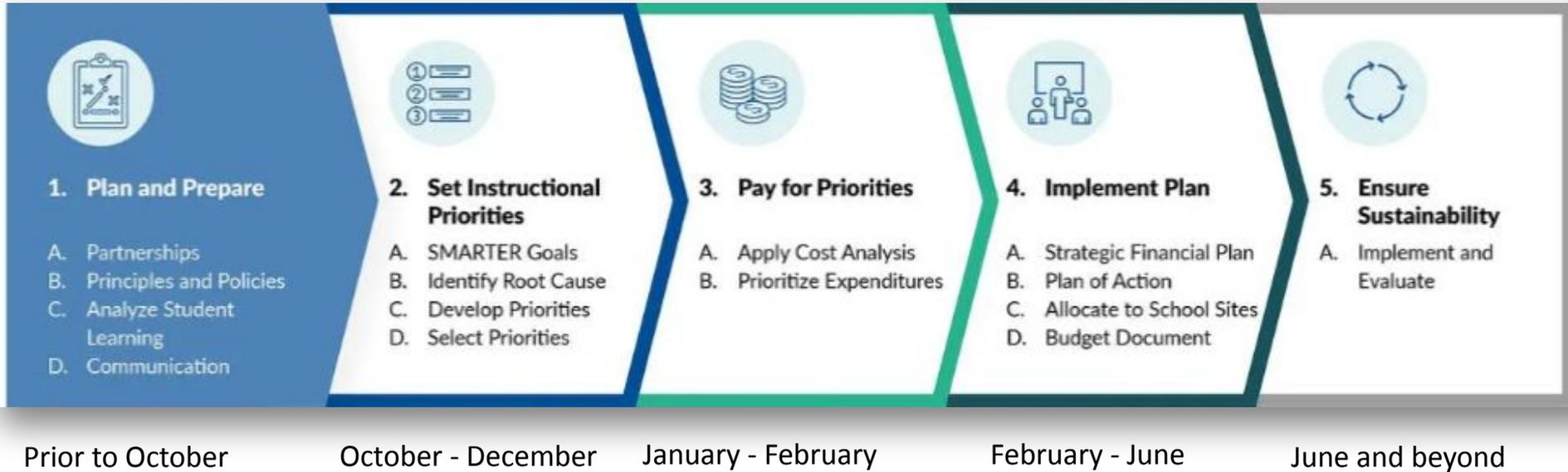
Introduction to Priority-Based Budgeting

- Framework is from the Government Finance Officers Association (GFOA) Smarter School Spending/Best Practices in School Budgeting
- Framework includes 5 steps with items to complete under each step
- PBB is focused on aligning instructional and operational priorities with strategic plan
- It provides a process to ensure sustainability of resources, monitor strategy implementation and evaluate results on an interim and longer-term basis



Expect
More.

Priority-Based Budgeting (PBB) Framework



Strategic Directions and Initiatives

Strategic Direction A: Ensure the learning process is adaptable to meet individual student needs

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

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

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

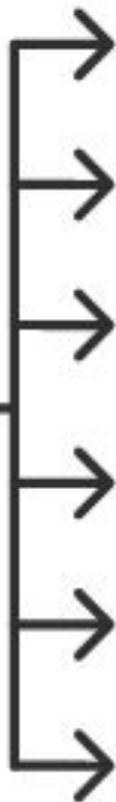
Focus Areas:

- Literacy
- School Culture/Equity & Inclusion
- Social Emotional Learning & Mental Health



Expect
More.

INITIATIVE



EXPAND	Highly cost-effective programs that increase student learning should be expanded.
KEEP	Cost-effective and successful programs in their current scope should be kept as is.
SEGMENT	Programs that are successful only for some segments of the student population.
FIX	Programs with limited success that could increase success if structural or systemic problems were fixed.
REPLACE	Ineffective programs designed to meet an important need could be replaced with more effective initiatives.
ELIMINATE	Programs that no longer meet a strategic priority of the district can be safely eliminated.



Expect **More.**



Prioritizing Our Investments

Strategic Plan Priorities 2025-26

Expand	Curriculum: Literacy; Secondary Science; Personal Finance	Amigos Unidos (Grade 8)	Artificial Intelligence (AI)	Science/SEL Programming - Belwin
Fix	Support Positions; Elementary Specialist Model	PSEO & Concurrent Enrollment Options	Define district role in benefits contribution	Music/Instrument Replacement
Eliminate	Curriculum & online apps not aligned to core instruction	Staffing Adjustments Based on Enrollment	Department/ Program Reductions	One-Time Only Commitments

Total Reductions/Realignment = **(\$5,400,000)**

Additional Considerations

- We will be prudent in approach to contracts and future expenditures
- We are examining other cost savings at the district level in order to balance the 2025-26 budget



Expect
More.



Questions/Discussion



Priority Based Budgeting

Artificial Intelligence (AI)

Presented to the School Board
March 18, 2025



Generative AI

Generative artificial intelligence (Gen AI) is a type of AI that can create new content, like images, videos, or text, based on a prompt.

Generative AI examples

From sources across the web



Chatbot performance i... ▾



ChatGPT ▾



Audio generation ▾



Image generation ▾



Google Bard ▾



Customer services ▾



Strategic Plan Alignment

Strategic Direction A:

Ensure the learning process is adaptable to meet individual student needs

Strategic Direction C:

Utilize systems and align resources in an efficient manner to support learning



Leveraging AI In Our Schools

For Staff:

- Explore positive ways to utilize the power of AI
 - Save time and increase staff efficiency
 - Automate processes
- Define expectations and identify district-supported AI tools
- Provide professional development and training

For Students:

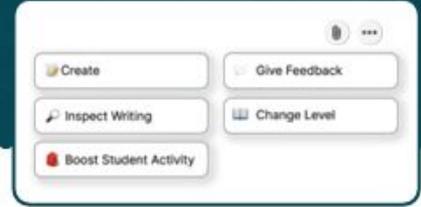
- Explore positive ways for students to utilize AI
- Develop guidance/expectations for use of AI by students
- Educate students at all levels on the proper use of AI



What Is Brisk?

AI-powered tool designed to support educators in enhancing student learning and streamlining classroom tasks.

Brisk has 5 main ways *to assist*.



ADD TO CHROME FOR FREE

Create instructional materials

Give Feedback on student writing

Inspect student's writing process

Change Level of Lexile, or translate online content to 50+ languages

Boost web resources into engaging student activities





Timeline

- **Spring/Summer:** Staff to pilot Brisk
- **Summer:** Define expectations/guidance for staff use of AI
- **Back To School:** Initial Brisk/AI training for staff
- **Ongoing:** Continuing professional development
- **2025-26 School Year:**
 - Engage students and staff in discussions around student use of AI
 - Develop expectations/ guidance for students
 - Identify instructional materials/curriculum
 - Begin educating students on proper AI use



Questions



Stillwater School Board
Policy Meeting Notes
March 13, 2025

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

Agenda

- Reviewed the following policies for the March 18, 2025 board meeting
 - Consent Agenda
 - Policy 602 - Organization of School Calendar and School Day
 - Policy 708 - Transportation of Nonpublic School Students

What's next:

- Review Policy 606- Selection and Review of Instructional Resources; MSBA Policy 606.5 - Library Materials; Policy 625- Media Center/Library; Policy 516 - Student Medication and Telehealth; 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: March 7, 2025
RE: March 5 Board of Education Meeting Talking Points

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

Calendar Dates:

- Monday, March 10, 2025 - MSBA/MASA Day at the Capitol at 9:00 a.m. at the Radisson Hotel St. Paul Downtown
- Monday, March 24, 2025 - AMSD/MASA Day at the Capitol from 8:30 a.m. to 3:30 p.m. at the Capitol
- Wednesday, March 26, 2025 - Building Tours: Pankalo Education Center at 8:30 a.m., Auditory Oral Program at 10:00 a.m, and 916 Mahtomedi Academy at 11:30 a.m.
- 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 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: Least Restrictive Environment (LRE) Process:

Mary Moore, assistant principal at Quora Secondary School, and Lindsay Nelson, assistant principal at Karner Blue Education Center, shared how 916 has worked to create more consistent transition procedures, communication processes and timelines within 916 and with Member Districts. Both Mary and Lindsay shared stories directly from students at their sites, showing how important student voice, as well as family voice, is to have at the table when making these decisions. Theresa Wallace, manager of Special Projects at 916, shared how the process was created, spoke about the change in language and framing, the change in communication and intent and the templates and timelines that have been created. Theresa shared next steps which include gathering feedback from all partners on the LRE process, making plans for continuous improvement, identifying gaps for training and partnership, and celebrating progress and students served through increased collaboration and shared understanding.

School Board Policies:

- The School Board was presented with a first reading of Policies 418, 522, 603, and 806.
- The School Board adopted policy modifications to Policies 413, 512, 516, 602, 610, and 620.

FY26 Budget Assumptions: Mark Kumlien presented the budget assumptions for approval. These assumptions reflect the program planning for Northeast Metro 916 operations, which include special education, career and technical education, and educational services.

Approval of the 2025-26 School Calendars: The 25-26 school calendars were presented in February and no changes had been made prior to this Board meeting. Three calendars were approved- a calendar for staff and students in the majority of 916 programs, a stretch calendar for Mahtomedi Academy, and a stretch calendar for Bellaire Education Center.

Approval of Contracts:

- **Collaborative Student Transportation of Minnesota:** This contract provides transportation services for 916 students, including transportation between programs, work experience sites and field trips.
- **Delayed Egress and Fire Alarm Project at Bellaire Education Center:** This contract will provide delayed egress on exterior doors to prevent students from leaving without staff. To meet fire code requirements, this project also includes upgrading the building's fire alarm system to a voice evacuation system.