

## Study Session

Tuesday, March 3, 2026 5:30 PM

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

I. <b>Call to Order</b>	<b>Speaker (s) :</b> Ms. Alison Sherman, School Board Chair
II. <b>Roll Call</b>	<b>Speaker (s) :</b> Ms. Alison Sherman, School Board Chair
III. <b>Pledge of Allegiance</b>	<b>Speaker (s) :</b> Ms. Alison Sherman, School Board Chair
IV. <b>Approval of Agenda</b>	<b>Speaker (s) :</b> Ms. Alison Sherman, School Board Chair
V. <b>Consent Agenda</b>	
V.A. Payment of Invoices, February 14 - 27, 2026, Gifts and Donations and Treasurer's Report, January 2026	
V.B. Technology Purchase for Phone Handsets and Related Equipment	
V.C. Annual Review of Policy 211 - Criminal or Civil Action Against School District, School Board Members, Employee or Student	
V.D. District Wide Snow Removal and Pavement Treatment	
VI. <b>Business Items</b>	
VI.A. Action: Summer 2026 Multi-Site Long Term Facility Maintenance (LTFM) Improvements	<b>Speaker (s) :</b> Mr. Mark Drommerhausen, Executive Director of Operations and Ms. Heather Murray, Principal on Special Assignment
VI.B. Acton: Bayport Playground Equipment and Fall Surface	<b>Speaker (s) :</b> Mr. Mark Drommerhausen, Executive Director of Operations and Ms. Heather Murray, Principal on Special Assignment
VI.C. Action: Lake Elmo Elementary Playground Equipment and Fall Surface	<b>Speaker (s) :</b> Mr. Mark Drommerhausen, Executive Director of Operations and Ms. Heather Murray, Principal on Special Assignment
VI.D. Action: Approve the Achievement and Integration (A&I) Plan	<b>Speaker (s) :</b> Ms. Caitlyn Willis, Executive Director of Elementary Education and Ms. Jacqueline

Bayless, Integration  
Supervisor

VI.E. Action: Health Insurance Renewal for 2026-27

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

VII. **Workshop Topic**

VII.A. Priority Based Budgeting Discussion

**Speaker (s) :** District  
Administration

VII.B. Transportation Update

**Speaker (s) :** Ms.  
Carissa Keister,  
Chief of Staff

VIII. **Closed Session**

IX. **Adjournment**

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

## 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 24, 2026

### DESCRIPTION OF REQUEST

Requesting board approval to purchase **phone handsets and related equipment** in the amount of **\$189,791.00** for the **district's new phone system upgrade**. This purchase will provide the necessary end-user devices to support the implementation of the upgraded phone system and ensure reliable communication across district buildings.

### FINANCIAL IMPACT

**Budget(s) Impacted: \$154,349.00 in FY26 Technology Levy\ \$12,771.00 Bayport Bond\ \$17,325.00 Lake Elmo Bond & \$ 5,346.00 to Oak-Lake Middle Bond Projects. All totaling \$189,791.00**

**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):
- **No**

**Motion Passed:**

A motion and a second to approve will be requested.

**Motion for expenditure approval passed on (Date):** \_\_\_\_\_ **Board Signature:** \_\_\_\_\_

<b>Criminal or Civil Action Against School District, School Board Members, Employee or Student</b>	<b>211</b>	<b>Adopted: 08-09-2018 Revised: 04-14-2022</b>	<b>Three Years</b>
--	------------	--	--------------------

**I. PURPOSE**

The purpose of this policy is to provide guidance about the school district’s position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

**II. GENERAL STATEMENT OF POLICY**

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreement and school district policies may also apply.

**III. CIVIL ACTIONS**

- A. Pursuant to Minnesota. Statutes 466.07, Subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to Minnesota. Statutes 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

**C. Data Practices**

Educational data and personnel data maintained by the school district may be sought as

evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter. 13, and to the Family Educational Rights and Privacy Act, 20 United.States.Code section. § 1232g and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

**D. Service of Subpoenas**

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

**E. Leave to Testify**

Leave for employees appearing in court will be considered in accordance with school district collective bargaining agreements.

**IV. CRIMINAL CHARGES OR CONDUCT**

**A. Employees**

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.
3. Pursuant to Minnesota Statutes, section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made at the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

**B. Students**

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action, as allowed by state and federal law, regarding students convicted of crimes that relate to the school environment.

**C. Criminal Investigations**

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement

officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality, to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student that police will be questioning their child, unless prohibited by the Maltreatment of Minors Act or other state law. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as limited by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

#### **D. Data Practices**

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes Chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

#### **V. STATEMENTS WHEN LITIGATION IS PENDING**

The school district recognizes that information related to a pending civil or criminal action may be classified as public, private or confidential; therefore, school board members or school district employees shall make or release statements regarding such matters only in consultation with legal counsel.

#### **Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 123B.02 (Legal Counsel, Reimbursement)  
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)  
Minn. Stat. § 260E.22 (Interviews)  
Minn. Stat. § 466.07, Subd. 1 (Indemnification)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)  
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)  
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)  
Wood v. Strickland, 420 U.S. 308(1975)

#### **Cross References:**

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)



**Agenda Item: VI.D.**  
**Date Prepared: February 25, 2026**  
**ISD 834 Board Meeting**

Agenda Item: District Wide Snow Removal and Pavement Treatment  
Meeting Date: March 3, 2026  
Contact Person: Mark Drommerhausen, Director of Operations

---

*Background:*

Each year Stillwater Area Public Schools contracts snow removal and pavement treatment services out for all of the District's parking lots and playgrounds. The total cost of snow removal is determined by the time, type of equipment and amount of salt needed to keep the parking lots and playgrounds cleared of snow and treated for ice.

The District has entered into agreements with Miller Excavating and Bell Excavating to provide the snow removal and pavement treatment for the 25/26 school year. Because of the amount of nuisance snowfalls in December and January, the total dollar value of each contract could potentially exceed \$175,000. Administration is seeking approval to proceed with the snow removal and pavement treatment contracts for the remainder of the school year by exceeding \$175,000 overall contract(s) value.

Location(s): District Wide

Project Name: Snow Removal and Pavement Treatment

Fund: Fixed Operational Budget

Item: Snow removal and pavement treatment agreement for Miller Excavating Inc. and Bell Excavating Inc.

Amount: Dependent on the number, size and duration of winter precipitation events

---

*Recommendation:*

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

**Motion by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**STILLWATER AREA PUBLIC SCHOOLS  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Stillwater Area Public Schools Independent Contractor Services Agreement (“**Agreement**”) is entered into between Independent School District No 834, Stillwater Area Public Schools (the “**District**”), and the undersigned Contractor, Miller Excavating Inc. (“**Contractor**”) effective this 12<sup>th</sup> day of November, 2025 (the “**Effective Date**”). District and Contractor may be referred to throughout this Agreement as “**Party**” in the singular, and “**Parties**” when both are referenced, as the context requires.

**RECITALS:**

- A. The District is an independent school district organized under the laws of the State of Minnesota with its principal administrative office located at 1875 Greeley Street South, Stillwater, Minnesota 55082.
- B. Contractor is a Minnesota corporation with a registered office address at the Office of the Minnesota Secretary of State of 3636 Stagecoach Trail North, Stillwater, Minnesota, 55082;
- C. Contractor is engaged principally in the business of excavating and equipment operation and possesses particular skills, knowledge, and experience in snow removal and sanding/salting
- D. The District wishes to retain Contractor to provide certain services for District in accordance with the terms and conditions of this Agreement; and
- E. Contractor wishes to be retained by the District to provide such services in accordance with the terms and conditions of this Agreement.

**AGREEMENT:**

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1.0 Notice to Contractor.** No contract with the District shall be effective until it has been executed by the person(s) authorized and required to sign the Agreement pursuant to the District’s Signature Authority Matrix, as may be amended and in effect at the time of contracting. All contracts with a total dollar value of \$175,000 or more require the approval of the District’s School Board (“**Board**”) before such contract shall be effective and binding on the District. Signature by authorized District representatives and Board approval, when required, shall be conditions precedent to the lawful formation of this Agreement.

**2.0 Scope of Services.** The District shall retain Contractor to perform professional services for the District pursuant to scope and description of the services set forth in the attached as **Exhibit A**

to this Agreement (the “**Services**”). Except as expressly authorized by the District in a writing, signed by a person with express authorization to do so, Contractor shall not exceed the scope of the Services.

**3.0 Effort and Supervision.** Contractor will devote that effort Contractor determines necessary to effectively perform the Services rendered under this Agreement. Contractor shall fulfill Contractor’s responsibilities under this Agreement independent of direct day-to-day supervision by the District. Contractor shall apply Contractor’s independent discretion and judgment in rendering the Services under this Agreement.

**4.0 Criminal Background Checks.** Contractor shall, at Contractor’s expense, conduct criminal background checks for all its employees, contractors, staff members, or agents (“**Contractor Personnel**”) who will have contact with the District’s students during Contractor’s performance of this Agreement. Any conviction appearing on a criminal background check must be presented by mail or courier to the District. The Contractor shall include the following information on company letterhead: (i) the name of the Contractor Personnel; (ii) the proposed work assignment; (iii) proposed work location; (iv) the contact person for the Contractor; and (v) a copy of the background report. The District will review the criminal background report and make the final decision as to whether or not the Contractor Personnel in question will be allowed to provide service to the District under this Agreement. Before such Contractor Personnel is allowed to perform service under this Agreement, Contractor must receive written approval from the District.

**5.0 Non-exclusivity.** The District shall have no right to Contractor’s exclusive services and both the District and Contractor shall have the right to contract with others.

**6.0 Compensation and Invoicing.**

**6.1 Method.** As compensation for services provided by Contractor under this Agreement, the District shall pay:

**See rate schedule below for per hour amounts with a total amount of fees for Services under this Agreement not to exceed \$100,000.00 (“Hourly Fee Limit”), unless Contractor receives written authorization signed by a District representative with express authorization to do so. The District shall have no obligation to pay any amount billed in excess of the Hourly Fee Limit without written authorization signed by a District representative with express authorization to do so. In the event that Contractor anticipates that completing the services will require work resulting in payment exceeding the Hourly Fee Limit, Contractor shall provided written notice to the District via letter, fax, or e-mail as soon as practicable.**

- **WHEEL LOADER W/ BUCKET \$198.95 / HR. (/W SNOGO BLOWER \$289.00 / HR)**
- **MOTORGRADER \$208.05 / HR.**
- **SKIDSTEER W/ BUCKET \$167.25 / HR.**
- **TRUCK w/SANDER \$151.75 / HR.**
  - **ADD PUSHER, PLOW, OR WING TO EQUIPMENT OR TRUCK LISTED ABOVE \$12.95 HR.**
- **TANDEM TRUCKS (14 YDS.) - HAULING SNOW \$143.65 HR.**

- **MAN & PICKUP, MISC EQUIPMENT \$119.05 HR.**
- **SAND \$19.35 YD.**
- **SALT /SAND - 12% MIXTURE (see note below) \$84.80 TON\*\***
- **ROCK SALT \$227.85 TON\*\***
  - **\*\* Salt price subject to change**
- **MOBILIZATION / MONTH / SAHS, SJHS, OAKLAND / PER EA \$1,000.00 MO.**
- **MOBILIZATION / MONTH / LAKE ELMO ELEMENTARY \$500.00 MO.**
  - **\*\*6 months (November thru April)**
- **MINIMUM CHARGE \$119.05**

**6.2 Invoicing.** As a condition of the payment, Contractor shall submit invoices to the District containing the following information: (i) the complete legal name and principal executive office address of the Contractor; (ii) the invoice number and date; (iii) the District’s purchase order number; (iv) a breakdown for each person or contractor performing work for which the Contractor seeks compensation from the District (“**Timekeeper**”), which sets forth the date, hours worked, hourly rate, and description of work performed by each Timekeeper (regardless of the whether the compensation method under Section 6.1 is hourly or lump sum or flat fee); and (v) a description of any materials, goods, equipment, licenses, or other deliverables provided to the District as part of the Services. An invoice containing all the information identified in (i) – (v) of this Section shall be considered valid and complete. All valid and complete invoices shall be paid within thirty-five (35) days after receipt by the District. Send invoices to: [accountspayable@stillwaterschools.org](mailto:accountspayable@stillwaterschools.org)

**7.0 Taxes.** Contractor is responsible for paying all federal, state, and local income taxes in connection with all payments received from the District under this Agreement. The District shall have no responsibility to withhold, contribute, or pay federal, state, or local income, social security, F.I.C.A., Medicare, federal healthcare, payroll, unemployment compensation, or other taxes in connection with payments made to Contractor under this Agreement. The District shall report amounts paid to Contractor under this Agreement on IRS Form 1099. Contractor agrees to report for tax purposes to the appropriate federal, state, and local tax authorities all income received from the District under this Agreement and otherwise to comply with all federal, state, and local income tax reporting requirements in connection with its business relationship with the District.

**8.0 Expenses.** Unless otherwise outlined in this Agreement, Contractor shall be responsible for all expenses incurred while performing Services under this Agreement, including but not limited to, the cost of providing offices and facilities, license and permit fees, meals, travel expenses, lodging, entertainment, computers, software, electronic devices, tools and equipment, printers, internet connection, e-mail service, telephones, office supplies, materials, staff, insurance premiums, including but not limited to workers’ compensation, business liability, automobile, medical, disability and life insurance, items of general business overhead associated with operating Contractor’s business, and all other expenses incurred by Contractor in the course of performing Services.

**9.0 Independent Contractor.** The Parties enter into this Agreement as, and shall continue to be, independent contractors. Each Party shall act in accordance with this status and shall not, nor shall its employees or representatives, hold itself out as an employee or agent of the other Party. Under no circumstances shall either Party or their respective employees or agents look to the other Party as their employer, or as a partner, agent, or principal. Nothing in this Agreement shall be construed to constitute Contractor as the partner, employee, or agent of the District nor does either Party have authority to bind the other in any respect. Contractor has no authority to incur debts or obligations on behalf of the District or to obligate District to otherwise pay any monies. Contractor shall not make any representations, express or implied, that Contractor has any authority to act for or to bind the District in any way.

**10.0 Worker's Compensation.** Contractor agrees that the District is not responsible for providing and will not provide workers' compensation coverage for any injury, death, disease, or occupational injury suffered by Contractor or any of its employees or assistants while performing services under this Agreement. To the extent required by applicable law, Contractor shall obtain workers' compensation insurance coverage for Contractor and all employees or assistants retained by Contractor. Contractor and its employees and representatives shall not be entitled to, nor shall they make any claim for, any benefits accorded to the District's employees including workers' compensation.

**11.0 No Fringe Benefits.** Contractor agrees and acknowledges that Contractor and its employees and assistants are not entitled to any benefits that the District may provide to its own employees such as paid vacations, paid time off, holiday pay, sick leave, health insurance, dental insurance, life insurance, disability benefits, pension or retirement benefits, or any other employee welfare, pension, or retirement benefits or fringe benefits provided to the District's employees. Contractor, for itself and Contractor's employees and assistants, hereby irrevocably waives the right to receive or participate in such employee benefits.

**12.0 No Employment Relationship, Partnership, Joint Venture, or Agency.** This Agreement does not create an employment relationship, Partnership, or Joint Venture relationship between the District and Contractor. This Agreement is a contract for services between independent parties. Contractor is not the agent of the District and has no authority to bind the District or act on the District's behalf.

**13.0 Compliance with Law.** Contractor shall comply with all federal, state, and local laws, rules, regulations, ordinances, decrees, and orders relating to or affecting Contractor's business and the services rendered by Contractor under this Agreement.

**14.0 Permits; Licenses.** Contractor shall secure and obtain any and all permits, licenses, and consents as may be necessary in connection with Contractor's services under this Agreement.

**15.0 Insurance.** Contractor shall purchase and maintain insurance coverage in the types and amounts not less than those set forth on **Exhibit B**. Contemporaneously with the execution of this Agreement Contractor shall deliver to the District a certificate of insurance certifying that such

insurance is in force for the effective period of this Agreement and may not be canceled by Contractor without thirty (30) days prior written notice to District.

**16.0 Material Breach.** Contractor agrees that a breach of any representation, warranty, or obligation contained in this Agreement shall be considered a material breach of this Agreement.

**17.0 Audit.** Pursuant to Minn. Stat. § 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the Contractor that are relevant to this Agreement are subject to examination by the District and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six (6) years after the end of the Agreement. Contractor agrees to maintain books, documents, and records evidencing work performed for the District and amounts invoiced to and received from the District as compensation for such work. Upon written request of the District, or the District's auditors, Contractor shall provide copies of or access to such books, records, documents, and accounting procedures and practices. The District or the District's auditors will give Contractor reasonable notice in advance (but not less than three (3) business days) of any such audit request.

**18.0 Indemnification.** Contractor agrees to indemnify, hold harmless, defend, and protect the District and its board members, directors, officers, employees, agents, representatives, insurers, and their respective successors and assigns from and against all demands, claims, liability, losses, damages, deficiencies, fines, penalties, assessments, causes of action, actions, arbitration, audits, inquiries, investigations, administrative relief, judgments, settlements, awards, orders, decrees, injunctive relief, interest, costs and expenses (including, but not limited to, expenses of investigation, settlement, litigation and reasonable attorney's fees, including those on appeal), related to or arising from:

- (a) the performance of services by Contractor pursuant to this Agreement;
- (b) the conduct of Contractor's business;
- (c) any activity, work or things done, permitted or suffered by Contractor or any of its owners, officers, directors, governors, agents, employees, or representatives;
- (d) Contractor's breach or non-fulfillment of any representation, warranty, covenant, or obligation under this Agreement;
- (e) Contractor's negligent or more culpable act or omission (including any negligence, recklessness, intentional act, or willful act of any kind);
- (f) Contractor's violation of any provision of the Minnesota Government Data Practices Act;
- (g) claims of infringement of copyright, patent, trademark, trade secrets, or other proprietary rights arising from Contractor's activities;
- (h) claims by personnel hired, employed, or assigned by Contractor for benefits, compensation, or damages from the District;

- (i) any bodily injury or death of any person or damage to real or tangible personal property caused by Contractor's negligent or more culpable act or omission (including any negligence, recklessness, intentional act, or willful act of any kind); or
- (j) the payment of any taxes, penalties, fines, and/or interest assessed against the District that would not have been assessed against or payable by the District if Contractor had treated itself as an independent contractor for purposes of federal, state, and local income and employment tax purposes.

The obligations of this Section 20.0 are continuing and survive the termination or expiration of this Agreement for any reason.

**19.0 Representations and Warranties.** During the term of this Agreement, Contractor represents and warrants the following to the District:

- (a) Contractor shall provide all services under this Agreement using Contractor's best efforts in a professional and workmanlike manner;
- (b) Contractor shall exercise his, her, or its best judgment and professional expertise in providing services to the District under this Agreement;
- (c) Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District;
- (d) Contractor has the requisite education, licenses, and experience described in Contractor's resume or otherwise disclosed by Contractor to the District in connection with any proposal submitted to the District;
- (e) Contractor shall be truthful and accurate in all invoices, billings, applications, or requests for payment to the District;
- (f) Contractor will comply with all applicable international, federal, state, and local laws, rules, regulations, ordinances, decrees, and orders relating to its services or products;
- (g) Contractor's performance of services under this Agreement do not and will not violate any applicable proprietary or other rights of any third party; or
- (h) The Services shall be original, and that no portion of any resulting work product, its use, or distribution, will violate any patent, copyright, trade secret, or similar proprietary right of any third party.

**20.0 Debarment.** Contractor certifies that neither Contractor nor its principals are presently debarred or suspended by the federal or state government, or any of their departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which this Agreement was based. Contractor shall provide immediate written notice to the District if, at any

time, it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. Debarment either at the time of entering into this Agreement or subsequent to its execution is grounds for immediate termination of the Contract.

**21.0 Termination.** This Agreement shall remain in full force and effect from the Effective Date until terminated as follows:

- (a) at any time upon the mutual written consent of the Parties;
- (b) by either Party by giving thirty (30) days' prior written notice to the other Party;
- (c) by either Party following ten (10) days after written notice of material breach and opportunity to cure, provided the breaching party has not sufficiently cured the noticed material breach within the ten (10) day period;
- (d) upon the completion of the Services in a manner that is satisfactory to the District;
- (e) immediately upon Contractor's debarment pursuant to Section 23.0; or
- (f) the expiration of the term, if any, set forth in **Exhibit A**.

**22.0 No Liability for Termination.** The rights of termination provided in Sections 26.0 and 28.0 of this Agreement are absolute and the Party terminating in accordance with such Sections shall not be liable to the other for damages of any kind, including but not limited to, incidental, consequential, special, exemplary, or punitive damages; damages for loss of prospective business or loss of continuing business; lost profits; or damages which otherwise arise due to a termination in accordance with the provisions of this Section. This does not relieve either Party, however, from actual damages caused by its breaches of this Agreement, and any and all surviving obligations under this Agreement.

**23.0 Force Majeure.** In the event of a "**Force Majeure Event**", as defined below, the District shall have the option to either (i) temporarily suspend its performance or the performance of Contractor or (ii) immediately terminate this Agreement. The District shall not be liable to the Contractor for damages relating to or arising from the exercise of its rights in this Section. Force Majeure Event shall mean: (a) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, insurrection, rebellion, civil war, terrorism, riot, or civil disturbance or disorder, (b) wildfire, chemical or radioactive contamination or ionising radiation, earthquakes, lightning strikes, tornadoes, cyclones, hurricanes, volcanic activity or eruption, floods, landslide, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, pandemic, or plague, famine, or other extreme natural calamities; (c) fire, explosions, accidents, structural collapse, or other event beyond or outside the control of the District affecting District operations or buildings; or (d) strikes (whether legal or illegal), lockouts, work stoppages or slow downs, or other labor disputes or disruptions.

**24.0 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision contained in this Agreement, or the application thereof, shall be held illegal, invalid, or unenforceable, this Agreement will be interpreted and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and there will be added, as part of this Agreement, a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, and enforceable under applicable law. In such event, the remaining provisions of this Agreement will remain in full force and effect.

**25.0 Entire Agreement.** This Agreement and its expressly identified Exhibits constitute the complete and final agreement between the Parties concerning its subject matter, and supersede all prior negotiations, agreements, and understandings between the Parties concerning its subject matter. No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by the party against whom the waiver, amendment, or modification is sought to be enforced.

**26.0 Assignment.** A Party shall not assign any rights or obligations under this Agreement without the prior written consent of the other Party and any purported or attempted assignment shall be void *ab initio*.

**27.0 Construction.** This Agreement shall be construed as having been negotiated and jointly drafted by the Parties through “arms-length” negotiations, and shall not be construed against either Party based upon either Party being deemed the drafter of the Agreement or being deemed the Party with superior economic power or sophistication.

**28.0 Governing Law; Venue.** The validity, interpretation, construction, performance, breach, enforcement, and remedies of or relating to this Agreement, and the rights and obligations of the Parties to this Agreement, shall be governed and construed in all respects by the substantive laws of the State of Minnesota (without regard to the conflicts of laws principles of Minnesota or any other jurisdiction that might result in the application of other law). The Parties agree that all disputes regarding the validity, interpretation, construction, performance, breach, enforcement, and remedies of or relating to this Agreement may be brought in the state courts situated in the County of Washington, State of Minnesota or the federal court situated in the District of Minnesota (the “**Minnesota Courts**”). The Parties consent and submit to the personal jurisdiction of the Minnesota Courts, hereby waive any objections they may otherwise have to personal jurisdiction or venue in the Minnesota Courts, agree that the Minnesota Courts are a convenient forum for the resolution of any disputes arising under this Agreement.

[Signature Page Immediately Follows]

ACCEPTED AND AGREED by the parties as of the Effective Date.

DISTRICT: Independent School District No 834, Stillwater Area Public Schools

5002600276	<i>THIS PO# SHOULD BE REFERENCED ON ALL INVOICES AND COMMUNICATIONS TO THE DISTRICT</i>	
<i>Stillwater Area Public Schools Purchase Order #</i>		

(Please note: below signature authority by dollar amounts)

<i>Jamie Atkins</i>	Asst. Dir. of Finance	Nov 25, 2025
<i>Stillwater Area Public Schools</i>	<i>Title</i>	<i>Date</i>
<b>Above signature required for contracts up to \$175,000.</b>		
<b>REQUIRED: District issued Purchase Order following fully executed agreement.</b>		
<b><u>Valid Signatories Only:</u></b>		
<b>Superintendent, Chief Financial Officer, or Assistant Director of Finance.</b>		

<i>Stillwater Area Public Schools</i>	<i>Title</i>	<i>Date</i>
<b>Above Signature required for any contract over \$175,000.</b>		
<b>REQUIRED: School Board approval (attach approved Board resolution) date of approval: _____.</b>		
<b>District issued Purchase Order following fully executed agreement.</b>		
<b><u>Valid Signatories Only:</u></b>		
<b>School Board Chair.</b>		

CONTRACTOR:  
Miller Excavating Inc.

<i>Steve St. Claire</i>	President	Nov 25, 2025
<small>Steve St. Claire (Nov 25, 2025 14:38:01 CST)</small>	<i>Title</i>	<i>Date</i>
<i>Contractor Signature</i>		
Steve St. Claire		
<i>Contractor Printed Name</i>		
<b>Federal Tax ID# or Social Security Number – Attach W-9 (Mandatory in order to process payment if a current version is not on file with the District, note address listed on page 1 of agreement)</b>		
	steve.st.claire@millerexc.com	
<i>Phone Number (include area code)</i>	<i>Email Address</i>	

**EXHIBIT A**  
**TO**  
**STILLWATER AREA PUBLIC SCHOOLS**  
**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

**Description of Services**

Primary District Contact: Tony Willger, Manager of Operations  
 (project manager) Phone: 651-351-8374  
 E-mail: willgert@stillwaterschools.org

Primary Contractor Contact: Steve St. Claire  
 Phone: 651-269-8176  
 E-mail: steve.st.claire@millerexc.com

Purpose of Agreement: snow plowing, sanding, & salting services for the 2025/26 winter season

Work Location(s): Stillwater Area High School, Stillwater Middle School/ECFC, Oak-Land Middle School and Lake Elmo Elementary

Contract Term: November 12, 2025 through June 30, 2026

The **District** will notify **Contractor** for any measurable precipitation event of the need for plowing and/or sanding and salting services. During this contact the **District** and **Contractor** will determine the best removal strategy for the event.

The **Contractor** must report to **District** via email to the District Contact no later than 3 days following any event of the completion time of any action at each location. The report should be in the form as shown in the example below.

Date	Location	Service	Time of completion
1/1/2000	Oak-Land	Plowing	8:45am
1/1/2000	Oak-Land	Sanding	9:15am
1/1/2000	Stillwater Area High School	Plowing	8:20am
1/1/2000	Stillwater Middle School	Plowing	8:05am

**EXHIBIT B**  
**TO**  
**STILLWATER AREA PUBLIC SCHOOLS**  
**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

Coverage	Limits	
<b>Commercial General Liability (AI)(WS)</b>	\$1,000,000	Each Occurrence
	\$300,000	Damage to Rented Premises Each Occurrence Medical
	\$5,000	Expense Any One Person
	\$1,000,000	Personal and Advertising Injury
	\$2,000,000	General Aggregate Per Project
	\$2,000,000	Products & Completed Operations Aggregate

(Including Completed Operations, Explosion/Collapse/Underground Damage (as appropriate), Operations of Subcontractors Contingent Liability, Broad Form Property Damage. The Commercial General Liability policy must be on a Per Occurrence basis. The Commercial General Liability Aggregate Limit is to apply Per Project.)

**If company vehicle is utilized in the delivery of services outlined in this agreement**

<b>Commercial Automobile Liability (AI)(WS)</b>	\$1,000,000	Combined Single Limit
---	-------------	-----------------------

(Including Hired, Owned, and Non-Owned coverage. Personal automobile policy is acceptable.)

**Unless otherwise exempt from carrying coverage**

<b>Workers' Compensation (WS)</b>	Statutory
-----------------------------------	-----------

(Statutory coverage as required by state in which the work is to be performed. Exemption from carrying coverage generally includes being self-employed with no other employees, qualified self-insured, or not required to carry Workers' Compensation for other reasons. Please indicate if exempt when providing certificate.)

<b>Employers' Liability</b>	\$500,000	Accident Limit
	\$500,000	Disease – Policy Limit
	\$500,000	Disease – Person Limit

<b>Professional Liability</b> (If providing licensed, professional service.)	\$1,000,000	Per Wrongful Act
	\$1,000,000	Aggregate

**Crime and Fidelity Bond** (If handling money or have fiduciary responsibilities for ISD 834 – Stillwater Area Public Schools.)

(AI) = ISD 834 – Stillwater Area Public Schools as Additional Insured on a Primary and Non-Contributory basis.

(WS) = Waiver of Subrogation in favor of ISD 834 - Stillwater Area Public Schools.

Commercial General Liability and Commercial Auto Liability policies must list Independent School District No 834, Stillwater Area Public Schools as Additional Insured (AI) on a Primary and Non-Contributory Basis. Additional Insured status applies to Completed Operations as well.

Commercial General Liability, Commercial Auto Liability, and Workers' Compensation policies must provide a Waiver of Subrogation (WS) in favor of Independent School District No 834, Stillwater Area Public Schools.

All policies to be purchased from a carrier licensed to do business in the state of Minnesota and carry an A.M. Best rating of A-VII or better.

Certificate Description of Operations area must identify project or indicate "All Products & Services Provided by the Named Insured".

Certificates of Insurance must be on file with ISD 834 - Stillwater Area Public Schools prior to commencement of work. A current certificate is required at all times – including the Completed Operations term. Renewal certificates are to be provided 30 days prior to expiration of certificate on file. Contractor must provide a 30-day Notice of Cancellation to ISD 834 - Stillwater Area Public Schools,

**NOTE:** If any subcontractors or sub-subcontractors are to be used, those entities must also meet the above insurance requirements.

Certificates must be addressed to: ISD#834 - Stillwater Area Public Schools  
1875 Greeley Street South  
Stillwater, MN 55082



**Agenda Item: VI.A.**  
**Date Prepared: February 25, 2026**  
**ISD 834 Board Meeting**

Agenda Item: Summer 2026 Multi-Site Long Term Facility Maintenance (LTFM) Improvements  
 Meeting Date: March 3, 2026  
 Contact Person: Mark Drommerhausen, Executive Director of Operations

*Background:* The Summer 2026 Multi-Site LTFM Improvements will include work at the following locations:

**Oak Park Learning Center** - Replace two exterior doorways.

**Rutherford Elementary** - Paint exterior light poles and handrails.

**Stillwater Middle School** - Replace fire suppression piping in Auditorium.

**Stillwater Area High School** - Replace cooling towers and all associated equipment with energy efficient chillers, replace kitchen exhaust hoods and kitchen ceilings/lights.

**Stonebridge Elementary** - Replace light fixtures in the kitchen, upper hallway and three classrooms. ADA restroom upgrades.

**Transportation Terminal** - Replace furnace and garage door sensors.

These projects are part of the FY 2026-27 Long-Term Facilities Maintenance program. Kraus-Anderson Construction Company worked with Stillwater Area Public Schools to solicit bids for the Summer 2026 Multi-Site LTFM Improvements project. Bids were opened on February 19, 2026. To obtain the lowest construction cost for the project, Kraus-Anderson Construction Company broke the project down into 10 separate work scopes. Their role during the renovation will be coordinating each work scope during the construction project. Stillwater Area Public Schools will enter into a separate contract with the lowest responsible bidder for each work scope.

These bids came in within a budget of \$4,900,000 and will be completed before the start of the 2026-27 school year with the exception of the Stillwater Area High School cooling towers. The cooling towers will be removed at the end of the cooling season and be ready in April, 2027. The project will be funded by the Long-Term Facility Maintenance Fund. Kraus-Anderson, Wold Architects and Stillwater Area Public Schools will be working throughout the project to minimize expenses.

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

Work Scope	Lowest Responsible Bidder and Amount
<b>Work Scope 03-A: Concrete and Masonary</b>	4 bids were received. The lowest responsible bidder is George Siegfried Construction Company of Stillwater, MN for bid total of \$449,325.00
<b>Work Scope 06-A: Carpentry</b>	2 bids were received. The lowest responsible bidder is Meisinger Construction Company, Inc. of South St. Paul, MN for a bid total of \$234,900.00
<b>Work Scope 07-H: Roofing</b>	2 bids were received. The lowest responsible bidder is Schwickert's Tecta America LLC of Mankato, MN for a bid total of \$52,159.00
<b>Work Scope 09-C: Ceilings and Acoustical Treatment</b>	2 bids were received. The lowest responsible bidder is Acoustics Associates, Inc. of Brooklyn Park, MN for a bid total of \$119,874.00



<b>Work Scope 09-K: Painting and Wall Covering</b>	1 bid was received. The lowest responsible bidder is Painting by Nakasone, Inc. of St. Paul, MN for a bid total of 59,242.00
<b>Work Scope 11-F: Food Service Equipment</b>	3 bids were received. The lowest responsible bidder is Stafford-Smith, Inc. of Kalamazoo, MI for a bid total of 84,094.62
<b>Work Scope 21-A: Fire Suppression</b>	2 bids were received and one bid was withdrawn. The lowest responsible bidder is Lifesaver Fire Protection, LLC of Plymouth, MN for a bid total of \$498,000.00
<b>Work Scope 23-B: Combined Mechanical</b>	4 bids were received. The lowest responsible bidder is Peterson Sheet Metal, Inc. of Bemidji, MN for a bid total of \$2,633,000.00
<b>Work Scope 26-A: Electrical</b>	5 bids were received and one bid was withdrawn. The lowest responsible bidder is LTL LED LLC dba Wolf River Electric of Isanti, MN for a bid total of \$658,105.00
<b>Work Scope 31-A: Site Clearing and Earthwork</b>	5 bids were received. The lowest responsible bidder is Dimke Excavating, Inc. of Lino Lakes, MN for a bid total of \$94,900.00

The total amount for the 10 work scopes is \$4,883,599.62. Each lowest responsible bidder has been identified per work scope. Additional costs may be incurred during the project to resolve issues not identified in the construction documents. Kraus-Anderson Construction Company recommends entering into a contract with each lowest responsible bidder identified above. Administration requests approval to award the bids to the respective bidders.

Project Name: Summer 2026 Multi-Site LTFM Improvements

Location(s): Afton Lakeland Elementary, Oak Park Learning Center, Rutherford Elementary, Stillwater Middle School, Stonebridge Elementary and Transportation Terminal

Funding: Long-Term Facilities Maintenance

Item: All work scopes identified above

Amount: Total project cost \$4,883,599.62

*Recommendation:*

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

**Motion by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_ **Vote:** \_\_\_\_\_



February 24<sup>th</sup>, 2026

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

**RE: Summer 2026 Multi-Site LTFM Improvements**

Dear Mr. Willger

This letter is concerning our recommendations for contract awards for the Summer 2026 Multi-Site LTFM Improvements project that was bid on February 19<sup>th</sup>, 2026. Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders and their bid amount.

<b>Work Scope</b>	<b>Contractor, City, State</b>	<b>Bid Amount</b>
WS 03-A	Concrete and Masonry George Siegfried Construction Company Stillwater, MN 55082	Base Bid: \$449,325.00
WS 06-A	Carpentry Meisinger Construction Company, Inc. South Saint Paul, MN	Base Bid: \$234,900.00
WS 07-F	Roofing Schwickert's Tecta America LLC Mankato, MN	Base Bid: \$52,159.00
WS 09-C	Ceiling and Acoustical Treatment Acoustics Associates, Inc. Brooklyn Park, MN	Base Bid: \$119,874.00
WS 09-K	Painting and Wall Covering Painting by Nakasone Saint Paul, MN	Base Bid: \$59,242.00
WS 11-F	Food Service Equipment Stafford-Smith, Inc. Kalamazoo, MI	Base Bid: \$84,094.62
WS 21-A	Fire Suppression Lifesaver Fire Protection, LLC Plymouth, MN 55442	Base Bid: \$498,000.00

WS 23-B	Combined Mechanical	Peterson Sheet Metal, Inc. Bemidji, MN	Base Bid:	\$2,633,000.00
WS 26-A	Electrical	LTL LED LLC dba Wolf River Electric Isanti, MN	Base Bid:	\$658,105.00
WS 31-A	Site Clearing and Earthwork	Dimke Excavating Inc Lino Lakes, MN	Base Bid:	\$94,900.00
			<b>Total Base Bid:</b>	<b>\$4,883,599.62</b>

If you have any questions regarding this information, please do not hesitate to contact me at 612-394-7629.

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY



Esteban Perez  
Project Manager























**Agenda Item VII**  
**Date Prepared: February 18, 2026**  
**ISD 834 Board Meeting**

Agenda Item: Bayport Elementary Playground Equipment and Fall Surface  
Meeting Date: March 3, 2026  
Contact Person: [Heather Murray](#)

---

*Background:*

St. Croix Recreation Fun Playgrounds Inc. has been working with District staff to provide and install playground equipment and fall surfacing at Bayport Elementary. They represent Burke playground equipment and have proposed a variety of structures that promote physical, social, cognitive and emotional development. The design includes play structures to accommodate ages 2 to 12 and provides multiple opportunities for lateral play.

St. Croix Recreation Fun Playgrounds Inc. has been awarded a contract by the Minnesota Office of State Procurement to provide playground equipment, surfacing and installation at a discounted price to public agencies. Stillwater Area Public Schools is able to purchase goods and services from this contract. It offers discounts to Stillwater Area Public Schools that have been competitively solicited in accordance with Minnesota public purchasing rules.

The budget for playground equipment and installation with a fall surface at Lake Elmo Elementary is \$500,000. The proposal from St. Croix Recreation Fun Playgrounds Inc. to provide and install the playground equipment with rubberized fall surface is \$458,953.06. Administration recommends that the Board approve the proposals from St. Croix Recreation Fun Playgrounds Inc.

---

*Recommendation:*

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

**Motion by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**St. Croix Recreation Fun Playgrounds INC.**

1826 Tower Dr W  
Stillwater, MN 55082-7597 USA  
6514301247  
hannah@stcroixrec.com



**ESTIMATE #** 8091  
**DATE** 02/18/2026

# Estimate

**ADDRESS**

I.S.D. #834  
Attn: Tony Willger  
1875 South Greeley Street  
Stillwater, MN 55082

**SHIP TO**

Bayport Elementary  
1003 5th Ave N  
Bayport, MN 55003

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
<b>BCI 100-212287-1</b> BCI Burke Playground Equipment Ages 5-12 Years Old, Use Tax included	1	213,746.00	213,746.00T
<b>STATE CONTRACT</b> STATE CONTRACT #218090	213,746	-0.14	-29,924.44T
<b>Freight</b> Lead Times 6-10 weeks	1	4,600.00	4,600.00T
<b>INSTALLATION</b> Installation of Playground Equipment with Prevailing Wage, Price includes extra lift equipment and concrete for holes with trash disposal.	1	75,456.00	75,456.00T
<b>POUR IN PLACE</b> Pour In Place Rubber Safety Surfacing, 6,130 sqft at 9' fall height, 50% Tan 50% Black, Seamless Pour, Prevailing Wage	6,130	23.00	140,990.00T
<b>Aggregate Base</b> Aggregate base 8" compacted depth, square foot	6,130	5.25	32,182.50T
<b>Drain Tile</b> Drain Tile 12" x 12" width removal of excess soil below grade, install and provide 363 linear feet for drain tile, 4" drain tile with fabric & 3/4" river rock including stub in one location. Cost Plus State Contract	363	36.00	13,068.00T
<b>Site protection</b> Site protection over curbs and flat work from staging area 250 sqft	1	2,000.00	2,000.00T
<b>BOND</b> BOND FOR CONSTRUCTION	1	6,835.00	6,835.00T
<b>Special Notes</b> By Others: Fence Site Security Bio Log or Silt Fence	1	0.00	0.00T
Elevation plans and Cad files have been supplied with estimate to confirm they are the most recent.			
<b>Playground Installation Assumptions 2026</b> Please see Playground Installation Assumptions 2026 document for how playground install is bid	1	0.00	0.00T

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. \*\*Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract\*\*

MATERIAL ITEMS AS QUOTED ARE GOOD FOR 30 DAYS. FREIGHT QUOTES ARE GOOD FOR 15 DUE TO FUEL UNCERTAINTIES. SALES TAX SUBJECT TO CHANGE. ADD IF NOT TAX EXEMPT OR SUPPLY EXEMPTION CERTIFICATE IF NOT ON FILE. PAYMENT TERMS ARE NET 30 DAYS UNLESS OTHERWISE NOTED. FAILURE TO PAY IN A TIMELY MANNER WILL BE SUBJECT TO INTEREST AT A RATE OF 1.5%/MONTH OR 18% ANNUALLY.

SUBTOTAL	458,953.06
TAX (0%)	0.00
<b>TOTAL</b>	<b>\$458,953.06</b>

\*LEAD TIMES AND SHIPPING DATES ARE BASED ON CURRENT INVENTORY. PLEASE BE PATIENT AS OUR VENDORS NAVIGATE SUPPLY CHAINS & NATIONAL SHORTAGES.

\*\*FOR BIDDING CONTRACTORS & SUPPLIERS: ST CROIX RECREATION IS NOT LIABLE FOR INTERPRETATION OF PROJECT BIDS, DRAWINGS OR ADDENDA. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY ACCURACY OF MODEL NUMBER(S), DESCRIPTION(S), QUANTITY AND COLOR(S) DIRECTLY WITH END USER

Accepted By

Accepted Date

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. \*\*Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract\*\*



KEY  
MOSS  
LOW







**Agenda Item VII**  
**Date Prepared: February 18, 2026**  
**ISD 834 Board Meeting**

Agenda Item: Lake Elmo Elementary Playground Equipment and Fall Surface  
Meeting Date: March 3, 2026  
Contact Person: [Heather Murray](#)

---

*Background:*

St. Croix Recreation Fun Playgrounds Inc. has been working with District staff to provide and install playground equipment and fall surfacing at Lake Elmo Elementary. They represent Burke playground equipment and have proposed a variety of structures that promote physical, social, cognitive and emotional development. The design includes play structures to accommodate ages 2 to 12 and provides multiple opportunities for lateral play.

St. Croix Recreation Fun Playgrounds Inc. has been awarded a contract by the Minnesota Office of State Procurement to provide playground equipment, surfacing and installation at a discounted price to public agencies. Stillwater Area Public Schools is able to purchase goods and services from this contract. It offers discounts to Stillwater Area Public Schools that have been competitively solicited in accordance with Minnesota public purchasing rules.

The budget for playground equipment and installation with a fall surface at Lake Elmo Elementary is \$900,000. The proposal from St. Croix Recreation Fun Playgrounds Inc. to provide and install the playground equipment with rubberized fall surface is \$839,369.00 Administration recommends that the Board approve the proposals from St. Croix Recreation Fun Playgrounds Inc.

---

*Recommendation:*

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

**Motion by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

St. Croix Recreation Fun Playgrounds INC.  
 1826 Tower Dr W  
 Stillwater, MN 55082-7597 USA  
 6514301247  
 hannah@stcroixrec.com



# Estimate

ESTIMATE # 8095  
 DATE 02/21/2026

**ADDRESS**  
 I.S.D. #834  
 Attn: Tony Willger  
 1875 South Greeley Street  
 Stillwater, MN 55082

**SHIP TO**  
 Lake Elmo Elementary  
 School  
 10th Street North and Lake  
 Elmo Ave N  
 Lake Elmo, MN 55042

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
<b>BCI 100-213050-2</b> BCI Burke Playground Equipment Ages 5-12 Years Old, Use Tax included	1	370,375.00	370,375.00T
<b>STATE CONTRACT</b> STATE CONTRACT #218090	370,375	-0.14	-51,852.50T
<b>Freight</b> Lead Times 6-10 weeks	1	9,600.00	9,600.00T
<b>INSTALLATION</b> Installation of Playground Equipment with Prevailing Wage, Price includes extra lift equipment and concrete for holes with trash disposal.	1	123,340.00	123,340.00T
<b>POUR IN PLACE</b> Pour In Place Rubber Safety Surfacing, 12,310 sqft at 9' fall height, 50% Tan 50% Black, Seamless Pour, Prevailing Wage	12,310	23.00	283,130.00T
<b>Aggregate Base</b> Aggregate base 8" compacted depth, square foot	12,310	5.25	64,627.50T
<b>Drain Tile</b> Drain Tile 12" x 12" width removal of excess soil below grade, install and provide 615 linear feet for drain tile, 4" drain tile with fabric & 3/4" river rock including stub in one location. Cost Plus State Contract	615	36.00	22,140.00T
<b>French Drain</b> 3' X 3.5' French Drain with drainage rock & filter fabric	2	1,667.00	3,334.00T
<b>Site protection</b> Site protection over curbs and flat work from staging area 250 sqft	1	2,000.00	2,000.00T
<b>BOND</b> BOND FOR CONSTRUCTION	1	12,675.00	12,675.00T
<b>Special Notes</b> By Others: Fence Site Security Bio Log or Silt Fence	1	0.00	0.00T
Elevation plans and Cad files have been supplied with estimate to confirm they are the most recent.			
<b>Playground Installation Assumptions 2026</b> Please see Playground Installation Assumptions 2026 document for how playground install is bid	1	0.00	0.00T

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. \*\*Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract\*\*

MATERIAL ITEMS AS QUOTED ARE GOOD FOR 30 DAYS. FREIGHT QUOTES ARE GOOD FOR 15 DUE TO FUEL UNCERTAINTIES. SALES TAX SUBJECT TO CHANGE. ADD IF NOT TAX EXEMPT OR SUPPLY EXEMPTION CERTIFICATE IF NOT ON FILE. PAYMENT TERMS ARE NET 30 DAYS UNLESS OTHERWISE NOTED. FAILURE TO PAY IN A TIMELY MANNER WILL BE SUBJECT TO INTEREST AT A RATE OF 1.5%/MONTH OR 18% ANNUALLY.

SUBTOTAL	839,369.00
TAX (0%)	0.00
<b>TOTAL</b>	<b>\$839,369.00</b>

\*LEAD TIMES AND SHIPPING DATES ARE BASED ON CURRENT INVENTORY. PLEASE BE PATIENT AS OUR VENDORS NAVIGATE SUPPLY CHAINS & NATIONAL SHORTAGES.

\*\*FOR BIDDING CONTRACTORS & SUPPLIERS: ST CROIX RECREATION IS NOT LIABLE FOR INTERPRETATION OF PROJECT BIDS, DRAWINGS OR ADDENDA. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY ACCURACY OF MODEL NUMBER(S), DESCRIPTION(S), QUANTITY AND COLOR(S) DIRECTLY WITH END USER

Accepted By

Accepted Date

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. \*\*Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract\*\*







Expect  
**More.**

# Achievement & Integration Plan: Action on 3 Year Plan

**March 3rd, 2026**



# Goals of Tonight's Presentation

- Provide a quick update on progress toward Comprehensive Achievement & Civic Readiness (CACR) Goals
- Demonstrate alignment with Pony Plan
- Review Achievement & Integration (A&I) goals for next 3 years
- Ask for board approval of A&I Plan

# Comprehensive Achievement & Civic Readiness (CACR)

Legislation designed to ensure schools enhance student achievement through teaching and learning supports:

- All students are ready for school
- All racial and economic achievement gaps are closed
- All students are ready for career and college
- All students graduate from high school
- Students are prepared to be lifelong learners





# #1: All Students Are Ready for School

## Target:

Increase the percentage of incoming K students meeting age-appropriate literacy and numeracy benchmarks as measured on fall FastBridge screening from:

**68% in reading to 72% in reading;**

**84% in math to 85% in math**

**by August 2026.**

FastBridge Fall Screening - % lowRisk	2024-2025	2025-2026	2026-2027
earlyReading	68%	73%	
earlyMath	84%	87%	



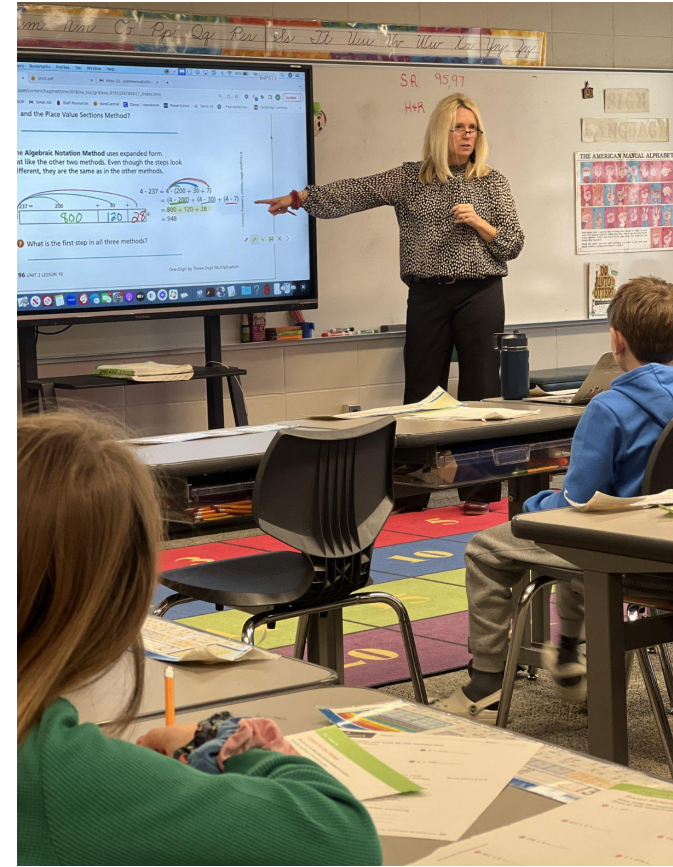
## #2: All Racial & Economic Achievement Gaps Closed

### Target:

Reduce the achievement gap in **Reading** and **Math** between:

- Non-white and white students
- Students receiving Free or Reduced Lunch (FRL) and those not receiving FRL

... by at least **5% per year for 5 consecutive years**, measured by **FastBridge (winter-to-winter)**.





## #2: All Racial & Economic Achievement Gaps Closed

FastBridge Winter Screening - % lowRisk/Advanced	earlyReading (K-1) 2025	earlyReading (K-1) 2026	aReading (2-12) 2025	aReading (2-12) 2026
Non-white	48%	53%	52%	53%
White	74%	68%	72%	74%
Current Gap	26	15 ( $\Delta$ -11)	20	21 ( $\Delta$ +1)
FRL	41%	51%	46%	46%
Non-FRL	73%	67%	72%	74%
Current Gap	32	16 ( $\Delta$ -16)	26	28( $\Delta$ +2)



## #2: All Racial & Economic Achievement Gaps Closed

FastBridge Winter Screening - % lowRisk/Advanced	earlyMath (K-1) 2025	earlyMath (K-1) 2026	aMath (2-12) 2025	aMath (2-12) 2026
Non-white	60%	59%	52%	51%
White	82%	78%	77%	76%
Current Gap	22	19 ( $\Delta-3$ )	25	25 ( $\Delta-0$ )
FRL	54%	51%	46%	43%
Non-FRL	81%	78%	77%	76%
Current Gap	27	27 ( $\Delta-0$ )	31	33 ( $\Delta+2$ )



## #3: All Students Career and College-Ready

### Target:

Increase student credits earned in **advanced coursework, concurrent enrollment, work-based learning and internships** by **3% per year for 5 consecutive years**, measured by student transcript data.

Credits earned by course type	2024-25	2025-26 <i>Semester 1</i>
Advanced coursework (Enriched, AP, PLTW)	3,330 credits	1,272 credits
Concurrent enrollment (CIS, CE)	1,016 credits	1,198 credits
PSEO	1,198 credits	699 credits
Work-based learning and internships	45 credits	21 credits
<b>Total</b>	<b>5,589</b>	<b>3,190</b> (x2=6380, 14% increase)



## #4: All Students Graduate

### Target:

- Maintain the **four-year graduation rate** at Stillwater Area High School at **95%**;
- Increase the **five-year graduation rate** at St. Croix Valley Alternative Learning Center (ALC) to **73%** by **June 2026**;
- Increase the **seven-year graduation rate** at St. Croix Valley Alternative Learning Center (ALC) to **82%** by **June 2026**.



## #4: All Students Graduate

	Graduation Rate	2023	2024	2025
Stillwater Area High School	4-year graduation rate	94.6%	95.2%	<i>Typically available in May</i>
St Croix Valley Area Learning Center	5-year graduation rate	65.9%	70.2%	
	7-year graduation rate	75.6%	80.0%	

Note: Graduation rates are reported one year after graduation, in order to account for summer graduations and to identify returning students. This means that in 2025, we can report on 2024 graduation rates and in 2026 we will report on 2025 graduation rates.



## #5: All Students Are Prepared To Be Lifelong Learners

By the end of each academic year through August 2030, Stillwater Area Public Schools will demonstrate measurable progress toward cultivating lifelong learners by:

- 1. Early Learning Readiness:** Increasing kindergarten readiness by improving fall FastBridge screening results annually—to 80% in reading and 85% in math.
- 2. Equity in Achievement:** Closing the reading and math achievement gaps between non-white and white students, and between FRL and non-FRL students, to 10 percentage point gap, based on winter-to-winter FastBridge assessments.
- 3. Expanded Learning Opportunities:** Increasing the number of credits earned in advanced coursework, concurrent enrollment, and work-based learning by 15%, measured via transcript audits.
- 4. On-Time Graduation & Persistence:**
  - Maintain a four-year graduation rate of  $\geq 95\%$  at Stillwater Area High School.
  - Increase the five-year graduation rate at St. Croix Valley ALC toward 73%.



# Pony Plan: *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



# Achievement & Integration (A&I) Plan 2026-2029



# What Is A&I?

- 3- year plan with measurable goals in three areas:
  - **Achievement Disparity | Integration | Teacher Equity**
- Funds must be used to supplement and not supplant
- Goals and strategies are focused on supporting specific student groups
- Goal progress is monitored and submitted to MDE annually
- MDE reviews plans every 3 years to see if goals were met
- If goals are not met, funding from next plan must be set aside to meet those goals



# How This Plan Is Different From Past

- Aligned to strategic goals of Pony Plan
- Measurable and focused
  - Specific achievement targets identified with measurable data sources
- Direct alignment with Comprehensive Achievement & Civic Readiness
  - Not separate set of goals

# A&I Budget Requirements

At least **80%** must go to direct student services and integrated learning initiatives;

Up to **20%** may go to staff professional development;

AND

No more than **10%** can be used for administration



# A&I Revenue

**\$1,260,711**

- 70% achievement and integration state aid
- 30% achievement and integration levy

\*2026-27 revenue estimate as of 2/17/26



# A&I Definitions

## A&I Protected Class

- African/Black American
- Asian/Pacific Americans
- Chicano/Latino Americans
- American Indian/Alaskan Natives
- Multi-Racial

## MDE Rigorous Courses

- Advanced Placement (AP)
- Concurrent Enrollment (CE)
- Postsecondary Enrollment Options (PSEO)

## Racially Identifiable School

A school where the enrollment for A&I protected class students is 20% higher than the enrollment of A&I protected class students in the entire district for the same grade levels

## Free & Reduced Lunch

- Direct Certification
- Completion of Education Benefits Application



# Achievement Disparity: Goal #1

## Goal:

Reduce the reading achievement gap (*%-point difference in FastBridge proficiency rates*) between **A&I protected class students** and White students by at least 5 percentage points annually, as measured by FastBridge, from 2026 to 2029.

## Action Steps:

- Literacy professional development and coaching
- Strengthen Tier 1 instructional systems, including curriculum adoption
- Secondary reading intervention
- Immersion language program curriculum review

Aligned  
to CACR  
Goal #2



# Achievement Disparity: Goal #2

## Goal

Reduce the reading achievement gap (*%-point difference in FastBridge proficiency rates*) between students receiving **Free or Reduced Lunch (FRL)** and those not receiving FRL by at least 5 percentage points annually, as measured by FastBridge, from 2026 to 2029.

## Action Steps:

- Literacy professional development and coaching
- Strengthen Tier 1 instructional systems, including curriculum adoption
- Secondary reading intervention
- Immersion language program curriculum review

Aligned  
to CACR  
Goal #2



# Achievement Disparity: Goal #3

## Goal

Increase the percentage of A&I protected class students earning credits in rigorous coursework (in alignment with the Minnesota Department of Education's definition of **rigorous coursework**) and work-based learning and internships by 3% annually from 2026 to 2029 as measured by student transcript data.

### Action Steps:

- Expanded Pathways course offerings
- Expanded concurrent enrollment course offerings
- AVID (SAHS)
- Middle School Success (6th & 7th)
- Job-embedded professional development for teachers
- Counselor 1:1 personal learning plan support

Aligned  
to CACR  
Goal #3

## Goal

Increase the percentage of Free and Reduced Lunch (FRL) students earning credits in rigorous coursework (in alignment with the Minnesota Department of Education's definition of **rigorous coursework**) and work-based learning and internships by 3% annually from 2026 to 2029 as measured by student transcript data.



# Achievement Disparity: Goal #4

## Action Steps:

- Expanded Pathways course offerings
- Expanded concurrent enrollment course offerings
- AVID and Middle School Success
- Job-embedded professional development for teachers
- Counselor 1:1 personal learning plan support

Aligned  
to CACR  
Goal #3

## Goal

By 2029, at least 50% of Stillwater students in grades K–12 will participate in at least one interdistrict or intradistrict structured collaborative learning experiences, *as documented by participation records.*



## Integration Goal

### Action Steps:

- Increased opportunities to collaborate with neighboring districts
- Increased opportunities for secondary students
- Engagement Specialists
- Student leadership opportunities
- Community partnerships

**Separate  
from CACR  
Goals**



# Integration Program Examples

## **Interdistrict:**

*Connecting with peers in other school districts*

- AVID Summer Art (High School)
- Summer Storytelling Camp (All Levels)
- Business Innovation Academy (Middle School)

## **Intradistrict:**

*Connecting with peers within Stillwater Area Public Schools*

- Wild River Conservancy Partnership
- Grade 4 Student Leadership Lab
- Multilingual Podcasting
- My Story, Your Story, Our Story with StoryArk
- Belwin Partnership



# Teacher Equity Goal

## Goal

By June 2029, increase the percentage of teachers demonstrating “Developing” or higher implementation of culturally responsive pedagogy, as defined by Competency C1 on the district-adopted educator evaluation rubric, by 5% annually beginning in 2026.

## Action Steps:

- Tier 1 classroom walkthroughs
  - Collaborative structures
  - Critical reading strategies
  - Inquiry
- AVID professional learning modules
- Job-embedded professional development (instructional coaches and learning labs)
- Culturally Responsive Leadership PD

**Separate  
from CACR  
Goals**



# 2026-27 A&I Funded Programs

- Wild Rivers Conservancy
- Belwin Partnership
- Student & Family Engagement Specialists
- American Indian Education Coordinator (state requirement)
- Student Leadership Programs
- Multi-lingual podcasting
- Literacy Enrichment Learning Opportunities
- High School AVID Program
- Teacher & Administrator Professional Development
  - Critical Reading & Writing Strategies
  - Collaborative Structures
  - Inquiry Based Learning



# Brookview Achievement Goal #1

## Goal:

Reduce the reading achievement gap (*%-point difference in FastBridge proficiency rates*) between **A&I protected class students** and White students by at least 5 percentage points annually, as measured by FastBridge, from 2026 to 2029.

## Action Steps:

- Continued literacy professional development and coaching
- Strengthen Tier 1 instructional systems
- StoryArk Student Leadership Lab - 4th Grade
- Family Engagement Learning Opportunities

Aligned to  
district-wide  
A&I goal #2



## Brookview Achievement Goal #2

### Goal:

Reduce the reading achievement gap (*%-point difference in FastBridge proficiency rates*) between students receiving **Free or Reduced Lunch (FRL)** and those not receiving FRL by at least 5 percentage points annually, as measured by FastBridge, from 2026 to 2029.

### Action Steps:

- Continued literacy professional development and coaching
- Strengthen Tier 1 instructional systems
- StoryArk Student Leadership Lab
- Family Engagement Learning Opportunities

**Aligned to  
district-wide  
A&I goal #2**

## Goal

By 2029, at least 50% of Brookview Elementary students in grades K–5 will participate in at least one interdistrict or intradistrict structured collaborative learning experiences, *as documented by participation records.*



# Brookview Integration Goal

## Action Steps:

- Increase opportunities to collaborate with other schools as well as schools in neighboring districts
- Engagement Specialist assigned to Brookview
- Student leadership opportunities
- Community partnerships

Aligned to  
district-wide  
A&I  
Integration  
goal



# Brookview Teacher Equity Goal

## Goal

By June 2029, increase the percentage of teachers demonstrating “Developing” or higher implementation of culturally responsive pedagogy, as defined by Competency C1 on the district-adopted educator evaluation rubric, by 5% annually beginning in 2026.

## Action Steps:

- Tier 1 classroom walkthroughs
  - Collaborative structures
  - Critical reading strategies
  - Inquiry
- Bite-size Culturally Responsive Pedagogy PD
- Job-embedded professional development (instructional coaches and learning labs)

Aligned to  
district-wide  
A&I  
Integration  
goal



# Questions



# Health Insurance Renewal for 2026-27

School Board Presentation  
March 3, 2026

Expect  
**More.**

# Health Insurance Renewal

- As a self-insured district, we are subject to the Health Insurance Transparency and Accountability (HITA) statutory requirement.
  - At least every 2 years we must seek bids from at least three carriers, no less than 90 days before the expiration of the existing contract.
- We received final proposals from 4 carriers.
- The Insurance Committee met on February 11 and 18 to review the proposals in length and unanimously voted to continue with our current Health Insurance Administrator, Blue Cross Blue Shield (BCBS) of MN.



# Rate Recommendation

- Because we are self-insured, premiums are not set by an insurance carrier, they are set based on our actual claims experience and projected costs.
- Over the past year, we have seen increased claims activity and higher-cost claims.
- In order to responsibly manage risk and maintain an adequate reserve, we are recommending a 13% premium increase.



Expect  
**More.**

# 2026-27 Premium Increase

	2025-26			2026-27		
Plan	Overall Premium	Monthly District Contribution	Monthly Employee Premium	Overall Premium	Monthly District Contribution	Monthly Employee Premium
Single	\$918.72	\$918.72	\$0.00	\$1,039.00	\$979.00	\$60.00
Family	\$2,621.45	\$2,122.68	\$498.77	\$2,963.00	\$2,294.00	\$669.00



Expect  
**More.**



# Questions



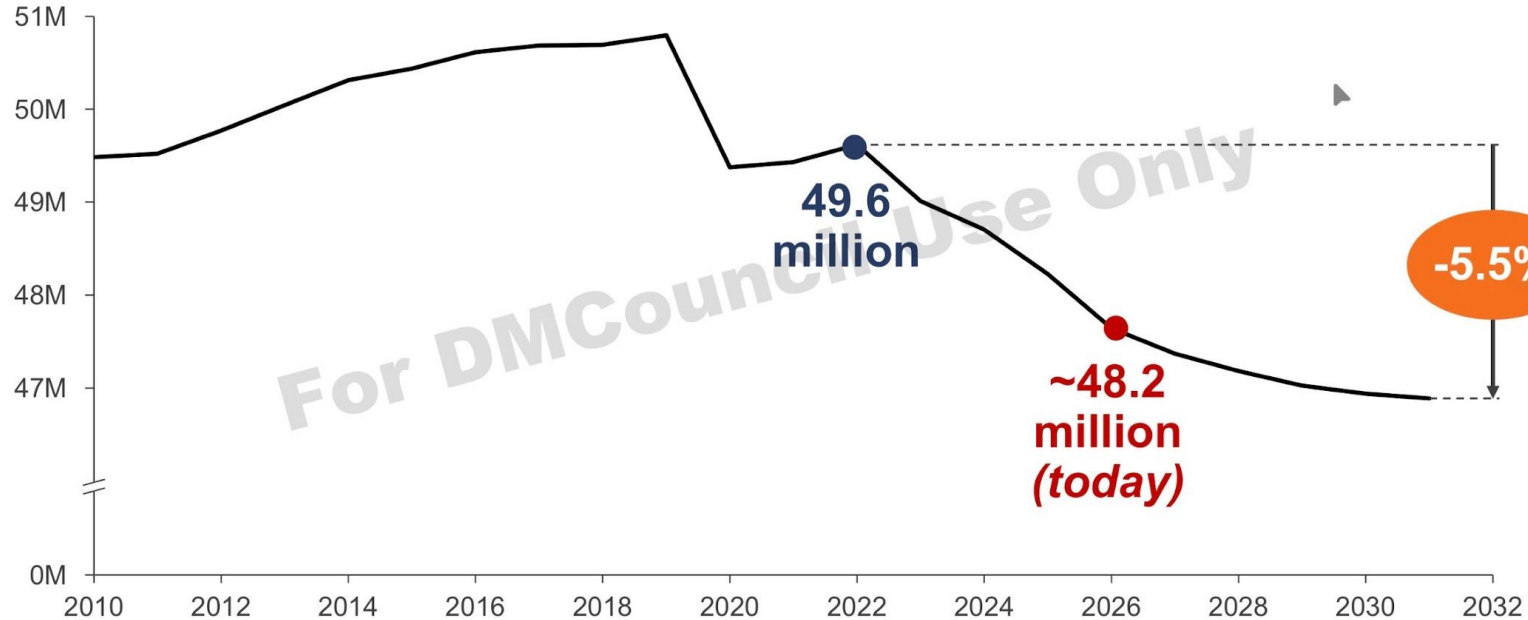
Expect  
**More.**

# Priority Based Budgeting: 2026-27 Adjustments

School Board Meeting  
March 3, 2026

# US Public School Enrollment Declines to Continue

Public School Enrollment, SY2020 – SY2031, Projected



Source: Digest of Education Statistics 2022, NCES 2024-009, National Center for Education Statistics (February 2024) [Link](#)

**Decline in  
Public  
School  
Enrollment**



**Fewer Students**

Lower birth rate & reduced immigration



**More Students  
Opting for  
Alternatives**



**Place-Based  
Options**

Alternative brick-and-mortar options

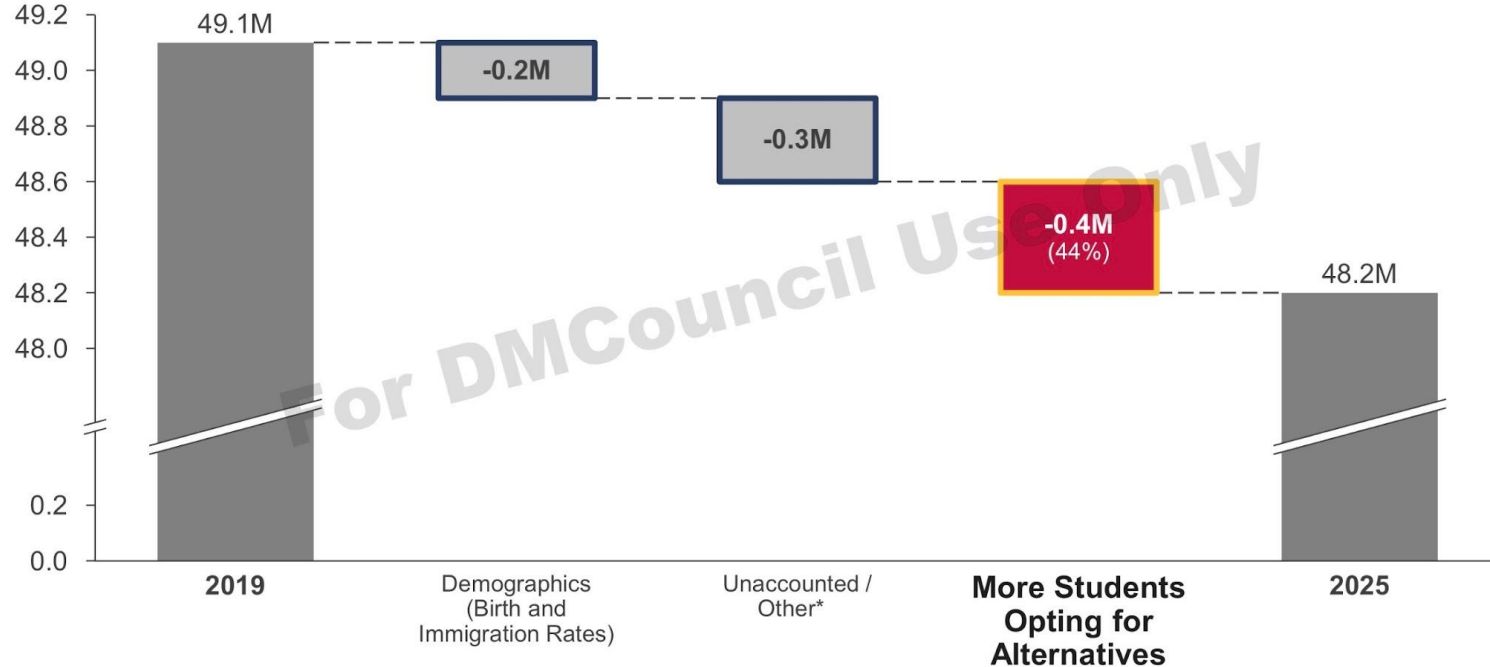


**Non  
Place-Based  
Options**

Virtual & home-schooling options

# Half of Enrollment Declines due to Alternative Options

## Traditional Public School Enrollment Change, 2019-2025

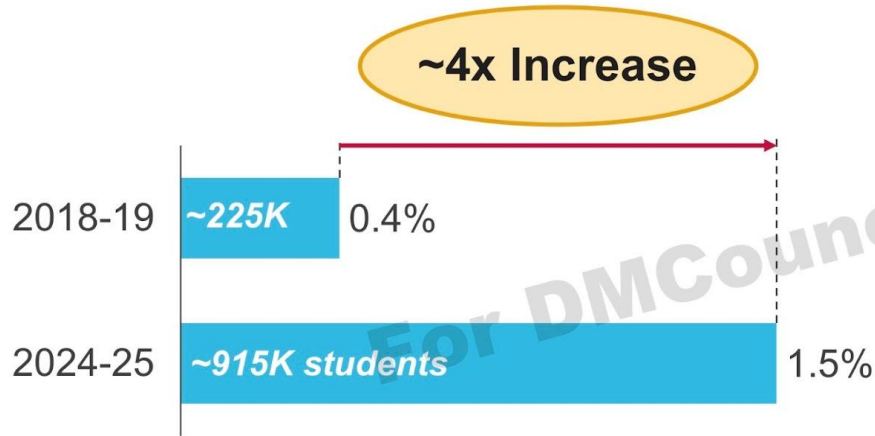


Source: Source: Public School Enrollment, National Center for Education Statistics (May 2024). [Link](#); 2026 EdChoice Share, Ed Choice (January 2026) [Link](#)

\*Note: Since 2020, a substantial proportion of students have not returned to school and likely have entered the labor force or are unreported homeschoolers.

# Virtual School Enrollment Grows Significantly

Changes in Virtual Schooling Market Share of K-12, 2019-2025



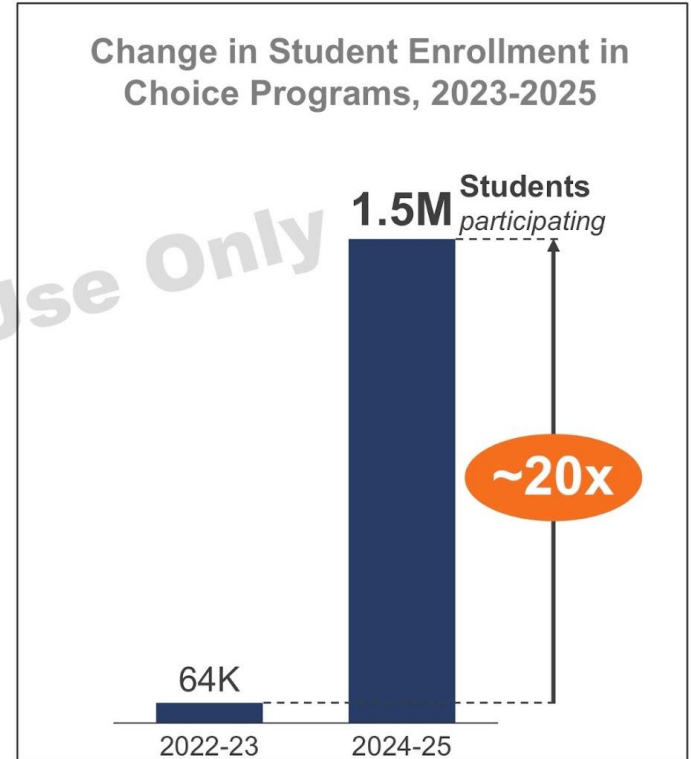
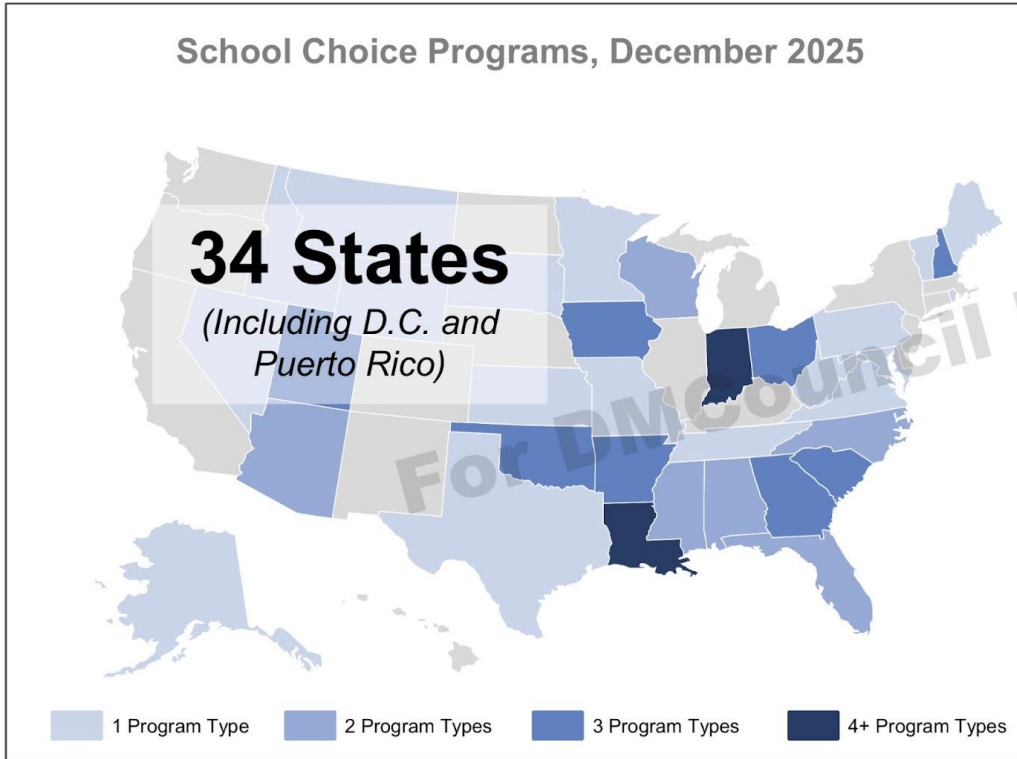
## Top Reasons for Growth

- Expanded options for rigorous content
- Rapidly improving services
- Increased flexibility

**Percent of Total Market Share**  
(Total Enrollment, including all K-12 public and private schooling types)

Source: EdSurge "Virtual School Hit the Mainstream 5 Years Ago. How Popular Has It Gotten?" (2025) – [Link](#); Global Growth Insights ([Link](#))

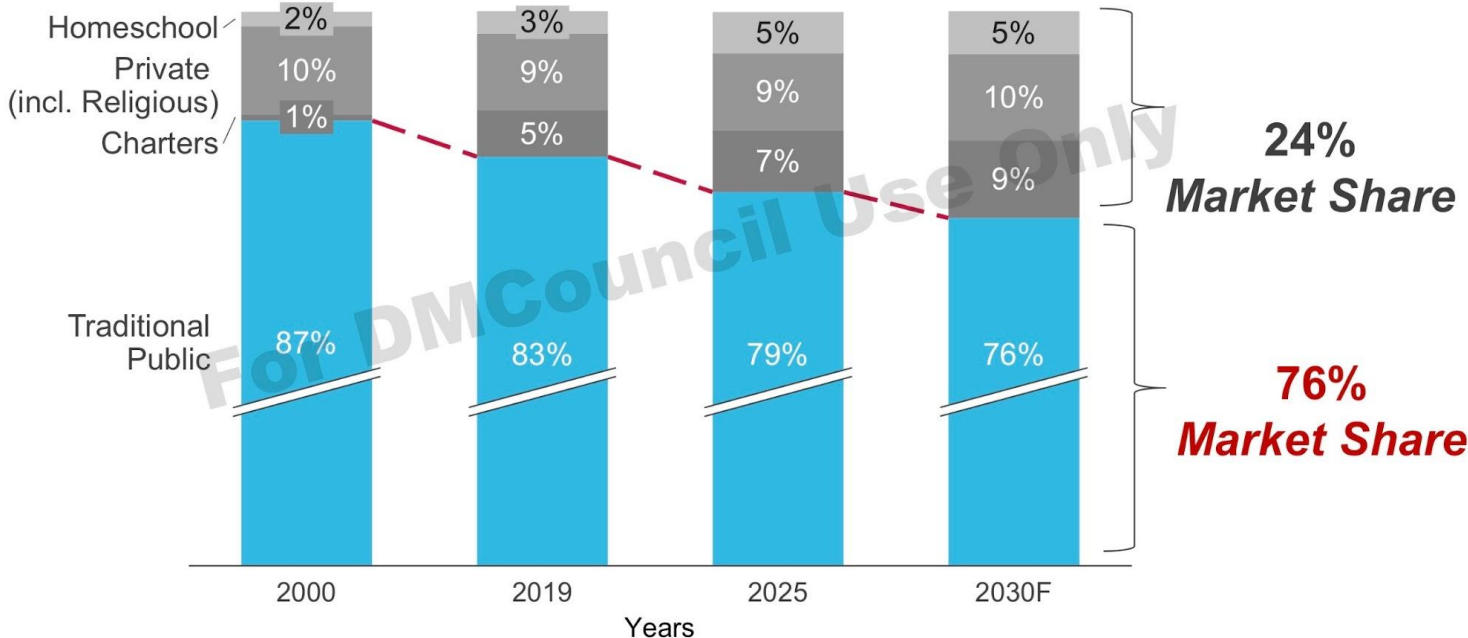
# School Choice Programs Surge Nationwide



Source: 2026 EdChoice Share, Ed Choice (January 2026) [Link](#); Program types include: Tax Credits & Deductions, School Vouchers, Education Savings Accounts, Tax-Credit Education Savings Account, Individual Tax Credit/Deduction, and Refundable Tax Credits

# US Traditional Publics On Track for 1M Fewer Students Since 2000

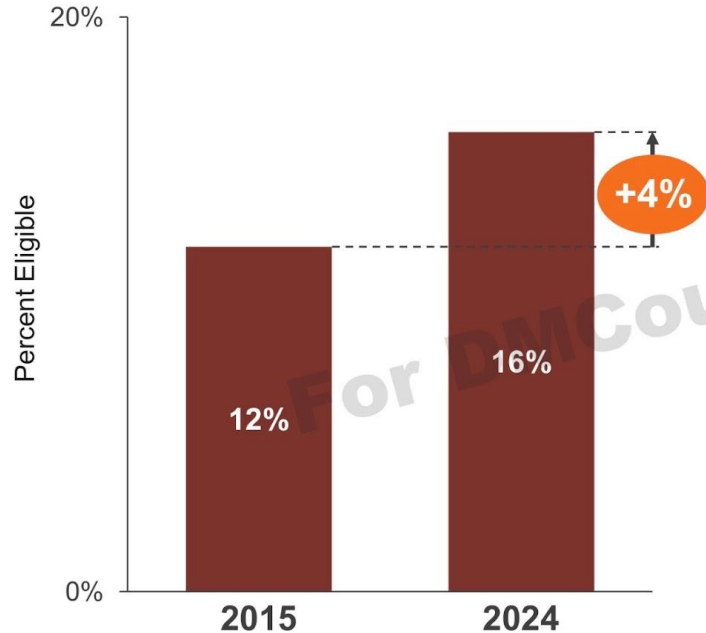
Projected Changes in Market Share of K-12



Source: Public School Enrollment, National Center for Education Statistics (May 2024), [Link](#); 2026 EdChoice Share, Ed Choice (January 2026) [Link](#)

# Steady Growth of Students Eligible for Disability Services in Public Schools

Change in Students Eligible for Disability Services in U.S., SY2015 - SY2024



Students with complex learning needs cost up to ~2.5x more to educate than students without disabilities.

Source: [Link](#): Special education enrollment climbs to nearly 8M, K-12 DIVE (February 2025) [Link](#): Digest of Education Statistics, IES (January 2024) [Link](#): Does Money Matter?, Developments in School Finance, (1997)

# The Enrollment Trap: Revenue vs. Reality

The impact of declining enrollment...

## The Revenue Impact



Enrollment decline



Revenue decline



Shifts in student composition  
and likely increased student needs

*Immediate lower revenues*

## The Cost Reality



Fixed facility and district costs,



“Sticky” staffing and program costs



Few Adjustable material costs

*limited ability to cut costs*



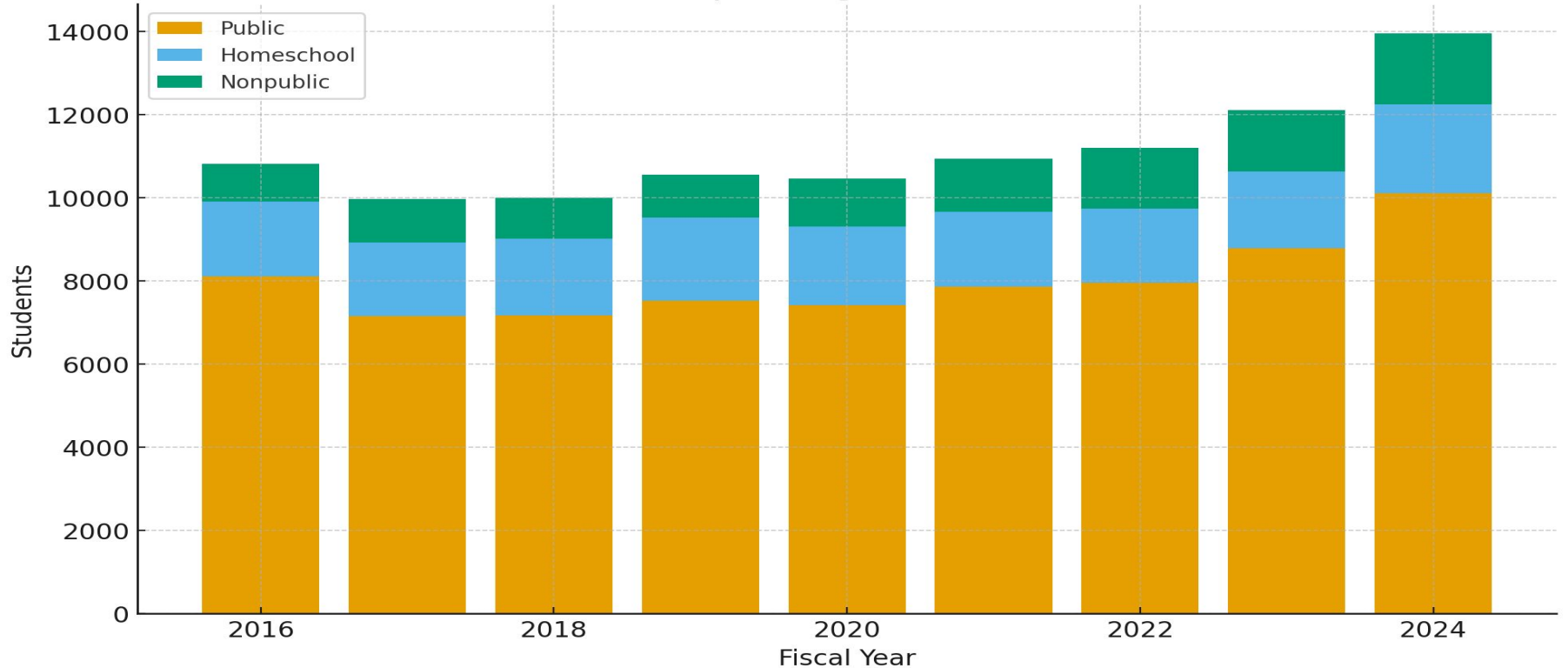
# Threats to Stillwater Area Public Schools

- Post Secondary Education Options (PSEO)
- Online Learning
- Homeschooling
- Loss of students for other opportunities



# Statewide PSEO 2016-2025

Minnesota PSEO Participation by Student Type (FY2016–FY2024)  
FY2025 pending official release



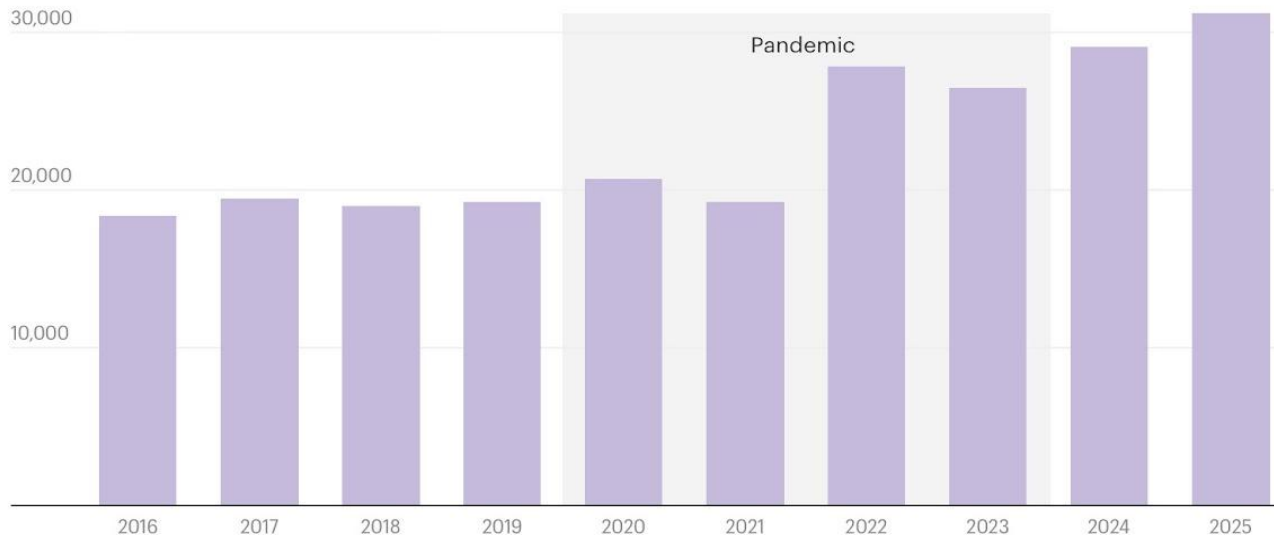


# Home Schooling

## Sharp increase in homeschooling

The number of Minnesota students being schooled at home is 50% larger than it was at the start of the pandemic.

TOTAL HOMESCHOOLED STUDENTS BY ACADEMIC YEAR



Source: Minnesota Department of Education • Jeff Hargarten and Mark Boswell, The Minnesota Star Tribune



# Online Learning Estimates

- 2022-23: 5% contraction of online learning post COVID state-wide
- 2023, 2024, 2025: 5% annual recovery growth as students returned online



# Capture Rate

Current capture rate =  
71% of resident students

Reflects growing regional landscape of  
school choice, open enrollment, and  
nontraditional learning options.





# External Threats to the District

		Estimated Impact
Post- Secondary Enrollment Options (PSEO)	1,888 courses <i>enrolled in 2024-25</i>	\$913,000
Online Learning	466 online courses <i>enrolled in 2024-25</i>	\$581,000
Homeschooling	419 students <i>in 2024-25</i>	\$3,135,000
District-Wide Capture Rate	1,940 ADM <i>resident students enrolled out of district (excludes online)</i>	\$14,513,000

Source: MDE's 2024-25 School ADM Report

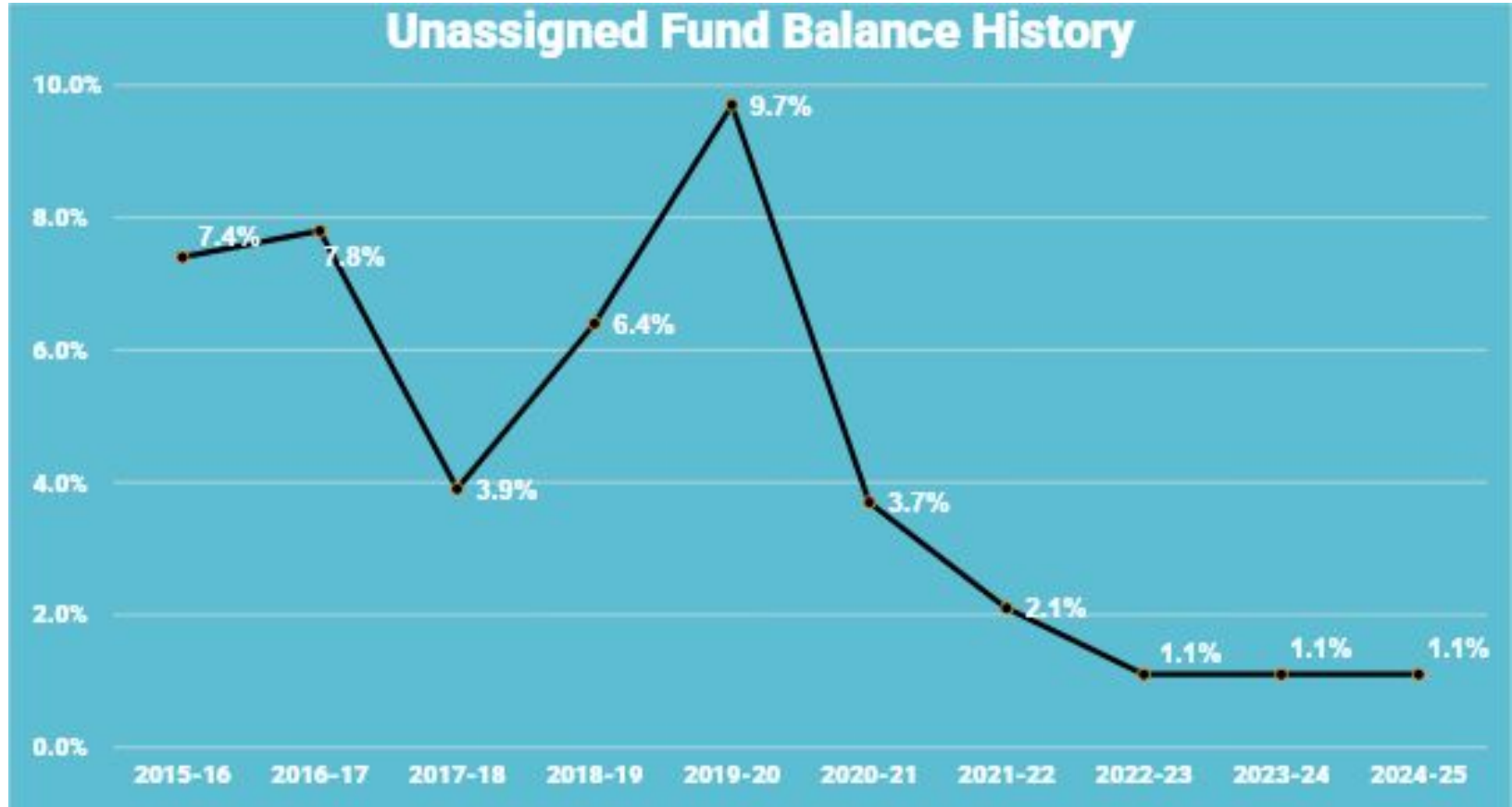




# Other Headwinds

- ICE impacting state economy- which drives the general ed formula
- Highly compensated employee agreements
- Exorbitant transportation costs
- Significant increase in Special Education costs
- Minimal fund balance limits potential investments

# Stillwater Area Public Schools - Fiscal Reality





## Association of Metropolitan School Districts

2 Pine Tree Drive, Suite 380, Arden Hills, MN 55112 • 612-430-7750 • [www.amsd.org](http://www.amsd.org)

### MEDIA RELEASE

March 18, 2025

For more information contact:

Scott Croonquist, Executive Director

Cell: 612-203-5631

[scroonquist@amsd.org](mailto:scroonquist@amsd.org)

## Survey Shows AMSD School Districts Face More Than \$280 Million in Shortfalls

### Most Districts Face Significant Budget Challenges for 2025-26 School Year.

SAINT PAUL — AMSD member school districts are facing a combined shortfall of more than \$280 million in the wake of historic inflation, escalating operational and labor costs, and significant new programs and requirements adopted by state policymakers during the last biennium. The shortfall estimates are based on a survey of members of the Association of Metropolitan School Districts (AMSD), which represents 47 K-12 school districts and 6 intermediate/cooperative districts that collectively enroll more than half of the state's public school students.

Stillwater  
schools cut  
**\$4.3 million**  
last year

## Additional Impacts & Unfunded Mandates

- Adjustments 2025 Special Session = **(372,014)**
- MN Paid Family Leave (effective 1/1/26)  
0.44% payroll tax = **(163,500)**
- Read Act one time expense from operating capital = **(750,000)**



# Future Impact of Unfunded Mandates

- FY27 Gen Ed formula increase 2.69%
- Anticipated adjustments from 2025 special session:
  - School library aid = **(\$53,144)**
  - Student support personnel aid: = **(\$169,988)**
  - Reimbursement for Special Education Transportation = **(\$727,488)**
- Minnesota Paid Family Leave:
  - .44% payroll tax = **(\$348,000)**
  - Sub costs = **(\$400,000 - \$800,000)**
- Anticipated reduction Special Education/ADSIS = **(\$766,800)**
- Reduction of Compensatory funds = TBD
- Non-exclusionary discipline supports continue



# Enrollment Projections

	2026-27	2027-28	2028-29
<b>K-12 Budgeted</b>	<b>8,081</b>	<b>8,162</b>	<b>8,243</b>
<b>K-12 Operational</b>	<b>8,238</b>	<b>8,394</b>	<b>8,525</b>



# General Fund Fiscal Forecast FY27-FY29 (in millions)

	FY26 Revised Budget	FY27 Projected	FY28 Projected	FY29 Projected
<b>Revenue</b>	\$153.9	\$156.0	\$158.4	\$161.4
<b>Expenditures</b>	\$153.9	\$161.5	\$168.5	\$175.7
<b>Surplus/(Shortfall)</b>	\$0.0	(\$5.5)	(\$10.1)	(\$14.3)

**Worst Case Scenario:**  
*If we do nothing*

FY27-FY29 Projected Shortfall amounts reflect a cumulative impact over a 3-year period

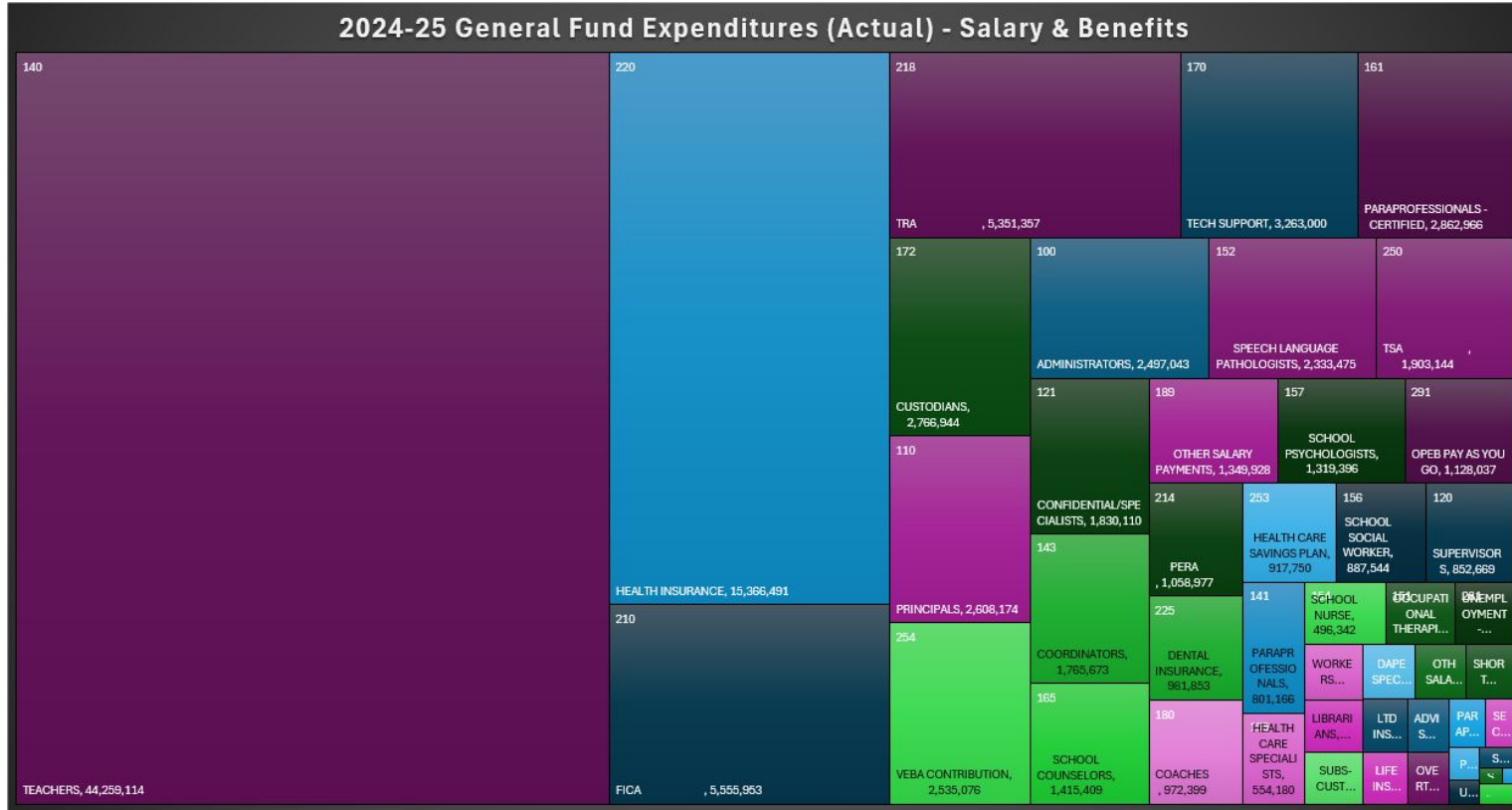


# Largest Expenditures

Teacher Salaries:  
\$44,258,114

Health Insurance:  
\$15,366,491

FICA/TRA:  
\$10,907,320

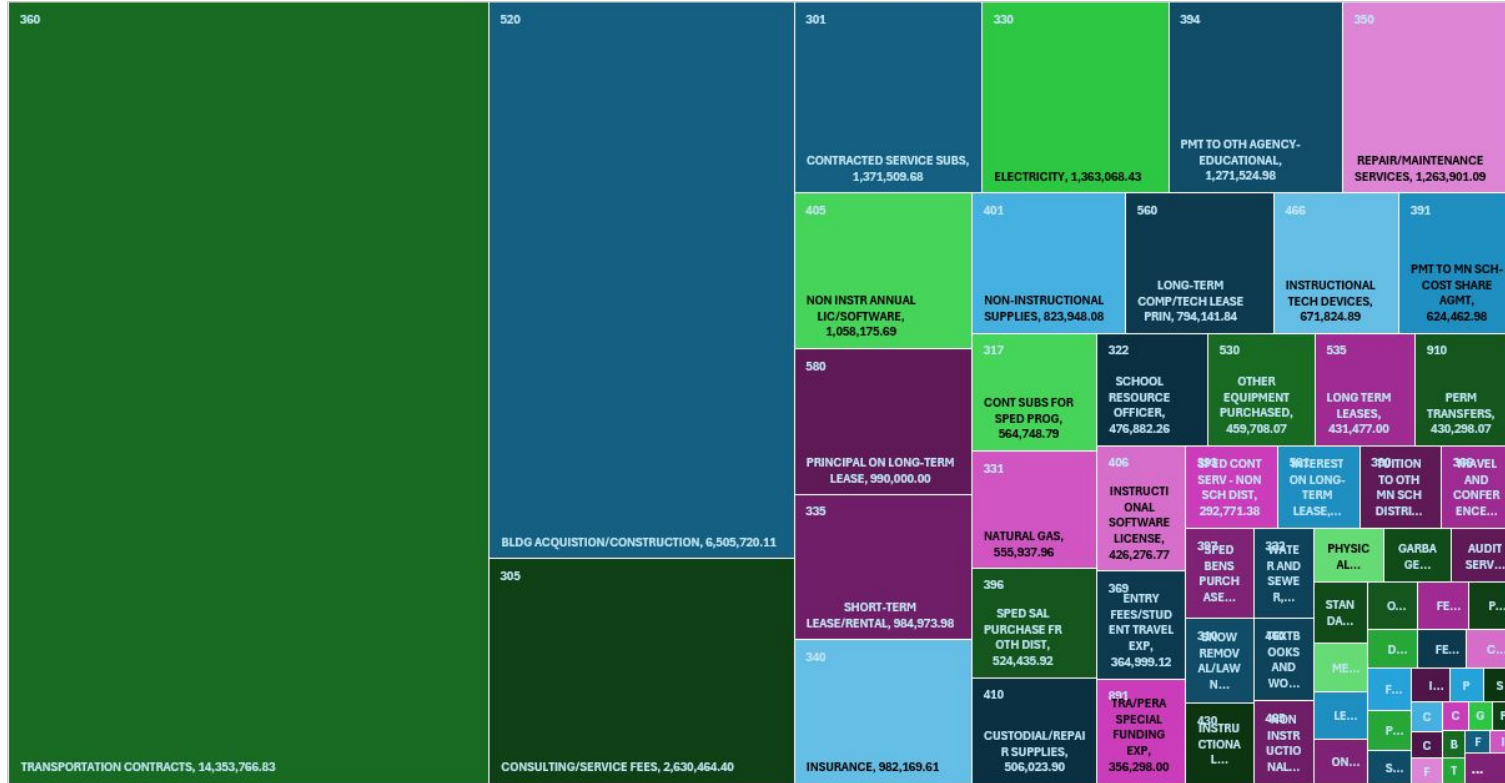




# Largest Non-Salary Costs

Transportation:  
\$14,353,766

## 2024-25 GENERAL FUND EXPENDITURES (ACTUAL) - NON-SALARY





# Largest Expenditures by Program

Elementary General Education:  
\$19,617,456

Pupil Transportation:  
\$14,056,944

2024-25 Expenditures by Program (Actual)														
203 ---	810 ---	407 ---	610 ---	850 ---	220 ---	412 ---	050 ---							
		SPECIFIC LEARNING DISABILITY, 4,349,829	CURRICULUM CONSULTANT/DEVELOP, 4,095,184	CAPITAL FACILITIES, 3,817,841	ENGLISH/(LANGUAGE ARTS), 3,662,826	DEVELOPMENTALLY DELAYED, 3,568,211	SCHOOL ADMINISTRATION, 3,274,910							
	OPERATIONS AND MAINTENANCE, 8,053,236	411 ---	270 ---	201 ---	401 ---	710 ---	240 ---	219 ---						
	865 ---	AUTISTIC SPECTRUM DISORDERS, 4,309,803	SOCIAL SCIENCES, 4,082,864	KINDERGARTEN, 3,198,044	SPEECH/LANGUAGE IMPAIRED, 2,309,308	SEC COUNSELING/GUIDE SERVICES, 2,221,007	PHYSICAL EDUCATION, 2,215,956	ENGLISH LEARNER (EL), 2,043,552						
ELEMENTARY GENERAL EDUCATION, 19,617,456		420 ---	256 ---	258 ---	630 ---	212 ---	740 ---	400 ---	404 ---					
	LONG-TERM FACILITIES MAINT, 7,642,475	SPECIAL EDUCATION AGGREGATE, 4,283,022	MATHEMATICS, 3,969,855	MUSIC, 3,119,232	INSTRUCTION RELATED TECHNOLOGY, 2,028,848	ART, 1,330,340	SOCIAL WORK SERVICES, 1,313,928	STUDENT W/O DISABILITIES, 1,205,749	PHYSICALLY IMPAIRED, 1,143,105					
780 ---				408 ---	230 ---	DEVELOP COGNITIVE DIS SEV/PRO...	380 SPECIAL NEEDS, 867,759	106 HUMAN RESOURC ES,...	292 BOYS/GIRLS ATHLETI...	110 FINANCE OFFICE, 842,055				
	ADMIN TECHNOLOGY SERVICES, 5,279,035	SECONDARY GENERAL EDUCATION, 4,098,932	NATURAL SCIENCES, 3,862,931	EMOTIONAL/BEHAVIORAL DISORDER, 2,701,007	FOREIGN LANGUAGE, 1,728,256	940 ---	GIRLS ATHLETICS, 734,580	LIBRARY MEDIA CENTER...	STAFF DEVELOPMENT...	COMMUNICATIONS...	ELEMENTARY INDI...			
	108 ---	211 ---	260 ---	605 ---	402 ---	284 BOYS ATHLETICS, 956,475	SCHOOL SECURITY...	TRADE AND...	SEVERELY...	DEAF...	CARE...	SUPERINTENDENT...		
						DEVELOP COGNITIVE DIS MILD/MOD, 1,709,629	OTHER HEALTH DISABILITIES...	GIFTS & TALE...	EXTRA CUR...	PAT...	M...	B...	L...	B...
						GENERAL INSTRUCTIONAL SUPPORT, 2,537,759	HEALTH SERVICES, 1,404,670	GENERAL SPECIAL EDUCATIO...	HEALTH 596,966	OTHER PUPIL...	COM PU...	D...	T...	C...



# 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



# Things That Didn't Make The Final List

- Eliminate middle school teaming model
- Increase staffing ratio district-wide
- Eliminate elementary band and orchestra
- Reduce secondary music staffing model
- Reduce 1 high school Pony Center (1 AP, 2 counselors, 1 admin support)
- Reduce high school security
- Eliminate secondary School Resource Officers (SROs)
- Eliminate elementary Green Rooms
- Reduce elementary social workers
- Reduce 7 elementary reading interventionists
- Shift middle schools assistant principals to deans
- Eliminate district-wide behavior specialist
- Shift to 1 mile walk/no bus zone for elementary transportation
- Eliminate AVID at high school
- Continue with multigrade classrooms



# Districtwide Adjustments

Increased districtwide sub costs (MnPFML)	\$400,000
Reduce transportation costs	(663,875)
Reduce district administration (1.0 FTE)	(252,000)
Eliminate principal on special assignment (1.0 FTE)	(201,768)
Reduce health insurance costs by charging for single coverage	(202,000)
Reduce out of state travel and limit conferences	(120,000)
Reduce apps /subscriptions for supplemental resources	(50,000)
Shift para for from General Fund to Technology Levy (1.0 FTE)	(43,129)
Increase Community Education chargeback	(40,000)
Increase Nutrition Services chargeback	(100,000)



# Secondary Adjustments

Adjust St. Croix Valley ALC staffing	(284,000)
Reduce secondary general education paras	(129,387)
Move to district-wide secondary BARR coordination	(113,600)
Increase athletic fees	(100,000)
Reorganize leadership of Oak Park programming	(87,726)



# High School Adjustments

Invest in high school schedule: (5.55 FTE)	788,100
Adjust high school staffing from 33:1 to 35:1: (5.3 FTE)	(752,000)
Adjust secondary staffing for PSEO enrollment: (4.0 FTE)	(568,000)
Reduce substitute costs	(300,000)
Reduce summer extension days	(62,908)
Reduce support positions	(48,000)



# Middle School Adjustments

Shift middle school athletics/activities from general fund to Community Education	(250,000)
Merge AVID programming with Middle School Success	(125,000)
Adjust middle school GATE staffing	(142,000)
Reduce building support positions	(103,000)



# Elementary Adjustments

Increase custodial staff for new buildings (3.0 FTE)	240,000
Adopt new elementary staffing model	(500,000)
Reduce building support positions	(302,000)
Reduce non-literacy supports	(284,000)
Eliminate licensed administrator and replace with district immersion coordinator	(77,858)



# New Elementary Staffing Model

## What Would Change

- Addition of teacher assistants (TA) in classrooms that fall above the standard class size ratio
- Two adults supporting students academically, socially and emotionally throughout the day

## What Would Not Change

- Certified teacher remains responsible for instruction
  - TAs trained in content, strategies
- Core curriculum, instructional minutes remain intact
- Intervention, special education services remain in place

**MAINTAINS = strong adult support in classrooms**

**AVOIDS = multi-age classrooms or disruption to other student services**



# Benefits of TA Model

## Improves Efficiency Across Classrooms

- Reduces instances of very low class sizes that are not financially sustainable
- Balances enrollment more effectively across sections

## Increases Flexibility as Enrollment Changes

- Allows us to absorb new students as they move into the district
- Reduces mid-year disruptions to classrooms

## Avoids Multigrade Classrooms

- Teachers remain focused on one grade level standards and benchmarks
- Maintains grade-level peer groups

## How We'll Support Classrooms with TAs

Onboarding and professional development plan for teachers and TAs

Principals will supervise and evaluate, and teachers will provide work direction to TAs



# New Elementary Staffing Model Example

Grade 3 =  
63 incoming  
students

Class Size  
Range = **29.5**

	Adult to Student Ratio	Total Cost
Old Model	3 Sections	\$426,000
<b>New TA Model</b>	2 Sections <ul style="list-style-type: none"><li>● <b>Section 1</b> = 31 students with TA<ul style="list-style-type: none"><li>○ 15.5 to 1 ratio</li></ul></li><li>● <b>Section 2</b> = 32 students with TA<ul style="list-style-type: none"><li>○ 16 to 1 ratio</li></ul></li></ul>	\$370,260



# Special Education Adjustments

Adjust Special Education Teacher caseload ratios/support model (3.0 FTE)	(213,000)
Adjust Related Service Providers caseload ratios/support model (3.0 FTE)	(213,000)
Adjust paraprofessional support model	(172,000)
Change to the Non-Public Service model	(111,800)

\*These savings reflect non-reimbursed expenditures



2026-27 Budget  
Adjustments

Total Projected  
Reductions =  
**(\$5,183,951)**



# Questions