



**Independent School District 834**  
**Stillwater City Hall – 216 North Fourth Street, Stillwater, MN**  
**School Board Business Meeting Agenda – August 8, 2019 at 6:00 p.m.**

- I. Call to Order**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. District Mission Statement and School Board Goals**
- V. Approval of Agenda**
- VI. Superintendent Report**
- VII. Introductory Items**
  - There are no introductory items for this meeting
- VIII. Open Forum**
  - Forty speakers will be allotted two minutes each to speak
- IX. Consent Agenda**
  - A. Minutes of July 25, 2019 Business Meeting
  - B. Disbursement Register July 27 – August 9, 2019
  - C. Human Resources Personnel Report
  - D. Stillwater Area High School Data Room Cooling Project – Ms. Hoheisel
  - E. Illuminate Education – Mr. Perry
- X. Reports**
  - A. District Memberships 2019-2020 – Chair Ptacek
  - B. Request for Proposal – High Volume Copier and Managed Print Services including Workflow Software Solutions – Mr. Perry
  - C. Zayo PDN Dark Fiber for 2019-2020 Fiscal Year – Mr. Perry
- XI. Action Items**
  - A. High School Tennis Court Payment – Mr. John Huenick, Kraus Anderson
  - B. APEX Learning – Mr. Perry
  - C. Bus Terminal – Approve Legal Counsel – Ms. Hoheisel
- XII. Board Member Reports**
  - A. Board Chair Report
  - B. Working Group Reports
    - 1. Community Engagement
    - 2. Finance and Operations
    - 3. Legislative
    - 4. Personnel
    - 5. Policy
  - C. Board Member Reports
- XIII. Adjournment**
  - A. Adjourn



**Agenda Item I.**  
**Date Prepared: July 29, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Call to Order  
Meeting Date: August 8, 2019

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*Background:*

The School Board Chair will call the meeting to order.

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*Recommendation:*

Board action is not required.



**Agenda Item II.**  
**Date Prepared: July 29, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Roll Call  
Meeting Date: August 8, 2019

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*Background:*

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

**Board Members**

Mike Ptacek, Board Chair

Shelley Pearson, Vice Chair

Liz Weisberg, Treasurer

Sarah Stivland, Clerk

Mark Burns, Director

Jennifer Pelletier, Director

Tina Riehle, Director

Denise Pontrelli, Superintendent of Schools (ex-officio)

Khuluc Yang, Student Representative for 2019-2020

Elise Riniker, Student Representative for 2019-2020

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**Recommendation:**

Board action is not required.



**Agenda Item III.**  
**Date Prepared: July 29, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Pledge of Allegiance  
Meeting Date: August 8, 2019

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*Background:*

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

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

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*Recommendation:*

Board action is not required.



**Agenda Item IV.**  
**Date Prepared: July 29, 2019**  
**ISD 834 Board Meeting**

Agenda Item: District Mission and School Board Goals  
Meeting Date: August 8, 2019

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

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

*A School Board member will read the School Board Goals (adopted June 2019)*

In partnership with community, parents, and students, the School Board of Stillwater Area Public Schools ensures excellence in education by:

Increasing student achievement for ALL students.

Securing long-term financial stability of the district.

Increasing community trust and engagement.

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*Recommendation:*

Board action is not required.



**Agenda Item V.**  
**Date Prepared: July 29, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Approval of the Agenda  
Meeting Date: August 8, 2019

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*Background:*

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

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*Recommendation:*

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

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



**Agenda Item VI.**  
**Date Prepared: July 29, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Superintendent Report  
Meeting Date: August 8, 2019

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*Background:*

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

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*Recommendation:*

Board action is not required.



**Agenda Item VII.**  
**Date Prepared: July 29, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Introductory Items  
Meeting Date: August 8, 2019  
Student Report and District Recognition

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*Background:*

- A. Each meeting the Student Board Members will provide updates on items of interest in the announcement category. Many times these topics develop between the time the agenda is prepared and distributed and the meeting date. Topics generally include announcement of academics, activities, arts and athletics. What is included in this item will vary each meeting depending on the nature of the topics, the school year schedule and time of activities.
- B. Each meeting an individual, team, or program will be recognized for their excellence.

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*Recommendation:*

Board action is not required.





**Agenda Item VIII.**  
**Date Prepared: July 31, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Open Forum  
Meeting Date: August 8, 2019

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*Background:*

If you wish to speak to the School Board, you will be able to do so at the start of the school board meeting during Open Forum. You may sign in only for yourself, not other individuals or groups, and only in person. The sign in sheet is made available 30 minutes prior and up to the start of the meeting. The School Board has expanded the number of speakers to 40 with a two minute limit. If you spoke at the last meeting, please consider allowing others to sign in before you. After you address the Board, please leave the podium.

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

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

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

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

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*Recommendation:*

This is for informational purposes only.



**Agenda Item IX. A.B.C.D.E.**  
**Date Prepared: July 29, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Consent Agenda  
Meeting Date: August 8, 2019  
Contact Person: Varies by item

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**Background:**

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

**A. School Board Meeting Minutes July 25, 2019**

Contact Person: Sarah Stivland, Clerk or Sherri Skogen, Secretary

A copy of the minutes is included for your review.

**B. Disbursement Register July 27 – August 9, 2019**

Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

A copy of the register has been distributed to board members.

**C. Human Resources Personnel Report**

Contact Person: Cathy Moen, Executive Director of Administrative Services

A summary of personnel transactions for the month is included for your review.

**D. Stillwater Area High School Data Room Cooling Project**

Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

This information was provided at the July 25 business meeting.

**E. Illuminate Education**

Contact Person: John Perry, Director of Learning, Teaching and Design

This information was provided at the July 25 business meeting.

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**Recommendation:**

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

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



Independent School District No. 834 – Stillwater Area Public Schools  
Stillwater City Hall, 216 North 4<sup>th</sup> Street, Stillwater, MN  
July 25, 2019 – 6:00 p.m. Meeting Minutes

**I. Call to Order:** The meeting was called to order at 6:00 p.m.

**II. Roll Call:** Present: Mike Ptacek, chair; Shelley Pearson, vice chair; Sarah Stivland, clerk; Liz Weisberg, treasurer, Mark Burns, director, Jennifer Pelletier, director (departed 7:30 pm); Tina Riehle, director; and Superintendent Pontrelli, ex-officio.

**III. Pledge of Allegiance:** The Board chair led the Pledge of Allegiance.

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

**V. Approval of the Agenda**

*Motion to approve the agenda by Member Stivland; Second by: Member Riehle, Vote: 7 ayes, 0 nays, Motion Carried.*

**VI. Superintendent's Report**

Superintendent Pontrelli reported:

- A question from the public on how money was saved with school closures. A presentation was provided with how the money has been reinvested.
- Attended Story Arc performance at the Phipps Center where students created video, podcasts, poetry and celebrate the arts.
- Visited the Summer Success program which focuses on supporting our students. The theme is Peace. Thanked the teachers and students for their participation.
- Visited Stonebridge Elementary and saw a partnership with Washington County that is working with students on drones, tactical robots, etc. and how these items are used in various methods.

**VII. Introductory Items**

There were no introductory items for this meeting.

**VIII. Open Forum**

1. Sue Keller – Stillwater, Disappointment in the audience disruption at the board meeting on 7/11/19
2. Meghan Greeder – 122 St, Hugo, Supports separation of Superintendent Pontrelli
3. Lisa Hill – Nassin Hill Rd., Marine on the St. Croix, Support separation of Superintendent Pontrelli
4. Kiva Sherv – Stillwater, Community needs to come together with acceptance of the new board
5. Susan Mattys – Bayport, Need to create unity within the north and south communities
6. Melanie Zahler – Stillwater, Division between the board and superintendent. Waste with our dollars.
7. Abby Banks – Woodbury, No dedication to transparency of the board. Buy out is a waste of funds. Look to the future of the district.
8. Ben Halley – Stillwater, Speaking amongst his colleagues with unequivocal support of the superintendent and her team.
9. Bill Gillis – Stillwater, Interested in the future of this school district.
10. David Blondin – Stillwater, Freedom of speech and irresponsible of spending by contacting attorney.

11. Kate Wallace – Lakeland, Support of Superintendent Pontrelli and her work towards the district mission.
12. Jim Franklin – Midwest Trail, Lakeland - Do not support a separation agreement with the superintendent due to cost and job performance.
13. Peggy Franklin – Midwest Trail, Lakeland, Disagree that our Superintendent is problematic. Legal fees are excessive.
14. Patti Pratt – Minor Ave, Stillwater, Support of the Superintendent. Witness administration putting the needs of our students first.
15. Andrew Jenks – Stillwater, Speaking on behalf of Diane Polasik, advisor for the Lee S. and Dorothy N Whitson Fund who is offering \$10,000-\$20,000 to facilitate and mediate between the board and administration. Neutral intervention is needed.
16. DeeDee Armstrong – Afton, Concerns with the renew of Schoology
17. Laurie Sherburne – Stillwater, Need a new vision and superintendent
18. Darla Simonet – Support for the superintendent. Seek mediation to ensure this is a fair process
19. Kate Papke – Stillwater, Difficult for the district to have a vision when leadership continues to change
20. Margaret Thomas – Wildcrest Lane, Stillwater, Leadership needs to be a roadmap for what we expect. Model good governance
21. Patricia Kurt – Bonnie View Dry, Woodbury, The approval at the 7/11 meeting displayed disregard for transparency. Buy out is a financial burden.
22. Steve Curnaw – Woodbury, Expect better of the board officials and your decisions.
23. Claudia Stannard – Lake Elmo, Believe in the leadership of Superintendent Pontrelli. Work towards solutions.
24. Amy Burback – 213 Sherburne St, Stillwater, Represent herself and four former school board members. Proud of the superintendent for her implementation of BOLD.
25. Jane Krentz – Thanks board for their service. Misrepresented in the north.
26. Kathy Saltzman – Woodbury, Concerned about the district at this time. Review option to have to elect separate district school boards. Discussed governance models.
27. Deb Van Klei – Hugo, Constant change causes instability. We are gaining momentum under the superintendent's leadership.
28. Jeannie Paulson - \$244,000 was spent without the board's approval. Does not support keeping the superintendent
29. Rachel Schmeltzer – Stillwater, Support of Superintendent Pontrelli. She stands for equity and all students.
30. Jennifer Nelson – North St. Paul, work in Spanish Emersion Program, Superintendent Pontrelli and administration are what is best for all of our students
31. Amy Youngman – Woodbury, Ask board to enter into mediation. There are 1068 votes on a petition for support of the superintendent.
32. Melinda Fiero - White Pine Way, Stillwater, Work on ways to fund the district to move learning forward and meet the needs of all the students.
33. Karen Latterell - Conceded time to Amy Youngman

## **IX. Consent Agenda**

- A. Minutes of July 11, 2019 School Board Meeting
- B. Accept Gifts and Donations June 2019
- C. Disbursement Register July 13, 2019-July 26, 2019
- D. Human Resources Personnel Report

*Motion by: Member Stivland to accept and approve; Second by: Member Weisberg; Vote: 6 ayes, 0 nays, Motion Carried.*

## **X. Reports**

### **A. Illuminate Education Invoice**

Mr. Perry reported that Illuminate is a suite of software products used for approximately four years as a standards based assessment tool and three years as an elementary report card. The Illuminate invoice is in the amount of \$51,324. Approval will be requested at the August 8, 2019 meeting.

**B. Stillwater Area High School Data Room Cooling Project**

Ms. Hoheisel provided information on the high school data room cooling project that will provide additional and redundant cooling for the District Wide Head End located at the Stillwater Area High School. This is preventative maintenance that will be performed and the liability of overheating this space will be minimized. The cooling project only provides for the installation of equipment. The cooling equipment and integrated building controls will be obtained outside of this agreement.

Construction costs for the equipment, integrated building controls and installation were estimated to be \$159,200 and will be funded by the Bond Construction Fund. The lowest proposal is from Northern Air Corporation of Vadnais Heights, MN for a total of \$91,200. Hallberg Engineering recommends awarding the contract to them. Approval to award the proposal to Northern Air Corporation will be brought to the August 8, 2019 meeting.

**XI. Action Items**

**A. Schoology Learning Management System Contract**

Mr. Perry requesting the continued use of Schoology in grades 6-12 for an additional 5 years. The 5-year term helps control long-term price increases as well as provide teaching staff with assurance of continued support on the platform. Mr. Perry also addressed the open forum concerns on security with Schoology.

*Motion to approve the Schoology Learning Management System Contract by Member Stivland; Second by: Member Pearson, Vote: 6 ayes, 0 nays, Motion Carried Unanimously*

**B. Sourcewell Technology Hybrid Access Network (Internet) 2019-20 Fiscal Year**

Mr. Perry requested payment for internet only services for 2019-2020 in the amount of \$51,716.

*Motion to approve payment for internet services by Member Pearson; Second by: Member Stivland, Vote: 6 ayes, 0 nays, Motion Carried Unanimously*

**C. Community Design Team Roster**

At the April board meeting the base of the committee was approved. Cuningham Group recommended additional members to this group to ensure more diversity. The Community Design Work Group is recommending the board approval for a group of nearly 100 parents, community members, staff and students to serve on the Community Design Team.

*Motion to approve by Member Stivland; Second by: Member Weisberg, Vote: 6 ayes, 0 nays, Motion Carried Unanimously*

**D. School Board Appointments for Community Design Team**

The Board Chair appointed the following members as part of the Community Design Team:

Director Mark Burns

Chair Mike Ptacek

Clerk Sarah Stivland

*Motion to approve by Member Weisberg; Second by: Member Stivland, Vote: 6 ayes, 0 nays, Motion Carried Unanimously*

**E. District Handbook 2019-2020**

Ms. Keister gave an overview of the district handbook. Families are asked to sign off that they have read and are familiar with the content. Administration requests approval of the 2019-2020 District Handbook.

*Motion to approve by Member Weisberg; Second by: Member Burns, Vote: 6 ayes, 0 nays, Motion Carried Unanimously*

**F. Afton-Lakeland Elementary Playground Surfacing**

Ms. Hoheisel requested approval of funds from the 2015 Referendum proceeds for funding for the resurfacing by Northland Recreation, LLC for the Afton-Lakeland preschool/kindergarten playground in the amount of \$58,787.

*Motion to approve Afton-Lakeland Elementary Playground Surfacing by Member Ptacek; Second by: Member Weisberg, Vote: 6 ayes, 0 nays, Motion Carried Unanimously*

#### G. Community Engagement Working Group Meeting Calendar

Vice Chair Pearson shared the working groups meeting calendar for the second half of 2019. These meetings are open to the public.

*Motion to approve the Community Engagement Working Group calendar by Member Weisberg; Second by: Member Riehle, Vote: 6 ayes, 0 nays, Motion Carried Unanimously.*

## **XII. Board Member Reports**

### A. Board Chair Report

Chair Ptacek commended the audience and speakers during open forum and commended Director Burns from the 7/11 meeting as he brought up some items for the board to consider. The board is reflecting on those possibilities. Working with Morris Leatherman to conduct a survey with the community. Commend administration and board as this was as collaborative effort.

### B. Working Group Reports

1. Community Engagement – Director Pearson – No meeting held. Thanked the community for sharing your thoughts with the board through the meetings and through email.
2. Finance and Operations – Director Weisberg reported they will meet Monday at 7:45 am
3. Legislative – Chair Ptacek – August 12 – SEE hosting a meeting for anyone interested in legislation (administrators or board members). No registration needed.
4. Personnel – Director Pearson – No meeting held
5. Policy – Director Stivland indicated a meeting was held this past week. Working on updating the mandated policies. Hoping to have a group of them for first reading at the August 22 meeting. Next meeting is August 5 from 8-10 am.

### C. Board Member Reports

1. Director Riehle – Past two weeks working with Stillwater dance team. Thanked Larkin Dance Studio for allowing the dancers the ability to grow. Conversation with legal and addressed some inaccuracies. Insistencies in the district to put processes in place – would help sustain accountability. Respect and passion for the school and community as it pertains to the separation agreement. Read every email sent.
2. Director Weisberg – Discussed inconsistencies and concerns with the financial problems and savings are not documented. Problem in the district is trust. Was told BOLD would bring financial stability.
3. Director Pearson – Call from a parent with children watching national news and concerned with safety with what is going on in the world. Reinforce safety and trust with our students. Concern with the FeePay process. Kirsten will revisit with the board if needed. Transaction costs are the same if it is a charge card or bank account. The Wall that Heals is up today through the 28<sup>th</sup> which is a Replica of Vietnam Veterans Memorial. Stuff the Gus campaign is going on, many areas to drop off your donations. Hosted by United Way and Community Thread. Rotary presentation from District 916. Opportunities to help students chose a career path. It can help us get in a better place for our students
4. Director Stivland – Attended a free MN Educational Camp hosted by the NE Intermediate District 916 at Hamline which was a very inspiring panel discussion with recent graduates. Discussed passion for education and want the schools to be the best they can. Find it inspiring to have so many people come tonight to share their concerns. We need to be united again. Ask community to be patient with the board.
5. Director Burns – Important we continue to hear from everyone. Appreciates the boards flexibility in having many public speakers tonight

6. Director Pelletier - Director Burns read comments from Director Pelletier - Attended presentations on mental health offered by Washington County. Thanked the many community, staff and families for writing to the board.

### **XIII. Adjournment**

- A. The meeting adjourned at 8:36 p.m.

*Respectfully submitted, Sarah Stivland, school board clerk.*

## PERSONNEL CHANGES:

BOARD MEETING 8/8/19

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

**RETIREMENT/RESIGNATION/RELEASE**

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Lumby, Lancer	Resignation	9th Grade Football Coach Stillwater Area High School	Co-Curricular	May 18, 2019
Palmquist, Shalee	Resignation	1.0 FTE English Teacher Oak-Land Middle School	SCEA	July 17, 2019

**HIRES/REHIRES**

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Groves, Megan (Rehire)	.5 FTE Intervention Teacher Afton-Lakeland Elementary	\$73,286.00	2019-2020 Staffing	SCEA	August 13, 2019
Longenohl, Kate	Health Care Specialist, 5.5 hours / day Oak-Land & Stillwater Middle School	\$29.75 / hour	2019-2020 Staffing	CSS	August 19, 2019 - December 20, 2019
Pawelski, Patricia (Rehire)	Admin. Asst. - SSS, 4.0 hours / day Oak Park	\$24.62 / hour	2019-2020 Staffing	Tech Support	July 29, 2019
Sauter, Sean	.4 FTE Art Teacher Stillwater Area High School	\$43,728.00	2019-2020 Staffing	SCEA	August 13, 2019
Spafford, Russell	Assistant Football Coach Stillwater Area High School	\$3,268.00	2019-2020 Staffing	Co-Curricular	July 18, 2019
Wilson, Dion	Assistant Football Coach Stillwater Area High School	\$3,096.00	2019-2020 Staffing	Co-Curricular	July 18, 2019
Yarrington, Cynthia	Parent Educator, 621.95 hours Early Childhood Family Center	\$32.89 / hour	2019-2020 Staffing	SCEA	August 13, 2019





**Agenda Item: IX.D.**  
**Date Prepared: August 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Stillwater Area High School Data Room Cooling  
Meeting Date: August 8, 2019  
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

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*Background:* The Stillwater Area High School Data Room Cooling project will provide additional and redundant cooling for the District Wide Head End located at the Stillwater Area High School. By installing a redundant system, preventative maintenance can be performed on the head end cooling system and the liability of overheating this space will be minimized. The cooling project only provides for the installation of equipment. The cooling equipment and integrated building controls will be obtained outside of this agreement.

Construction costs for the equipment, integrated building controls and installation were estimated to be \$159,200 and will be funded by the Bond Construction Fund. Two proposals were received on July 11, 2019 for the installation of equipment for the Data Room Cooling project. The lowest proposal is from Northern Air Corporation of Vadnais Heights, MN for a total of \$91,200. Hallberg Engineering recommends awarding the contract to them. Administration recommends awarding the proposal to Northern Air Corporation for the Data Room Cooling project.

Since reporting on this information at the July 25, 2019 School Board Meeting, there have been no additional questions or comments to date.

Location(s): Stillwater Area High School

Project Name: Stillwater Area High School Data Room Cooling

Fund: Bond Fund

Item: Installation of Cooling Equipment in the Data Room

Amount: Northern Air Corporation for a total of \$91,200

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*Recommendation:*

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

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



**Agenda Item: IX.E.**  
**Date Prepared: August 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Illuminate Invoice  
Meeting Date: August 8,, 2019  
Contact Person: John Perry, Director of Learning Technology and Design Systems

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*Background: ISD#834 has used the part of the Illuminate suite of software products for approximately 5 years as a standards based assessment tool and 3 years as an elementary report card.*

The attached District's 2019-2020 invoice for Illuminate Software Services contract was presented to the Board on July 25, 2019.

Location(s): District Wide

Project Name: Illuminate Invoice

Fund: Assessment

Amount: \$51,324

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*Recommendation:*

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

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

**Illuminate Education, Inc.**  
 6531 Irvine Center Drive  
 Suite 100  
 Irvine CA 92618  
 United States  
 invoices@illuminateed.net  
 http://www.illuminateED.com

# Invoice



## BILL TO

Stillwater Area Schools  
 1875 S. Greeley Street  
 Stillwater Minnesota 55082  
 United States

## SHIP TO

Stillwater Area Schools  
 1875 S. Greeley Street  
 Stillwater Minnesota 55082  
 United States

INVOICE #	DATE	DUE DATE	TERMS
INV0000037431	6/18/2019	7/18/2019	Net 30

SERVICE PERIOD	PO#	ACTIVITY	QTY	RATE	AMOUNT
7/1/2019 - 6/30/2020		<b>DnA Licenses</b> Per Student Licenses - Illuminate Data and Assessment™	8,554	\$3.50	\$29,939.00
7/1/2019 - 6/30/2020		<b>KDS Inspect (Legacy)</b> Access to Key Data Systems' KDS Inspect Item Bank and Pre-built Assessments.	8,554	\$1.50	\$12,831.00
7/1/2019 - 6/30/2020		<b>Grading Software</b> Assessment Scanning and Scoring	8,554	\$1.00	\$8,554.00

PAYMENT REMIT ADDRESS:  
 PO Box 207833  
 Dallas, TX 75320-7833  
 Purchase Order can be sent:  
 Fax: 909-266-1935  
 Email: orders@illuminateed.net

PAYMENT/DEPOSIT	\$0.00
CREDITS APPLIED	\$0.00
<b>BALANCE DUE</b>	<b>\$51,324.00</b>



INV0000037431



**Agenda Item X. A.**  
**Date Prepared: July 29, 2019**  
**ISD 834 Board Meeting**

Action Item: Renewal of District Memberships 2019-2020  
Meeting Date: August 8, 2019  
Contact Person: Board Chair Ptacek

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*Background:*

**Member Organization**

**Membership Fee**

**MN School Boards Association (MSBA)**

**\$14,037**

Services include: policy formats, legal advice, election advice and legislative updates to support school districts and Boards of Education.

**MN State High Schools League (MSHSL)**

**No Fee**

Supervises and regulates interscholastic athletic and fine art events. *There is no fee however, board action is required for participation.*

**Association of Metropolitan School Districts (AMSD)**

**\$11,364**

AMSD's primary task is to lobby at the state level for the needs of metropolitan school districts. However, AMSD's Board believes that its lobbying efforts are most effective when the organization plays a role in shaping the broader public debate on K-12 issues and advocates for policies that benefit the State as a whole.

**Schools for Equity in Education**

**\$9,022.87**

Schools for Equity in Education (SEE) is a vibrant organization with a mission that all public school children must have equal access to a high quality education regardless of where they live in Minnesota. The success of this mission does not depend on geography, but relies on school districts with similar characteristics coming together to form a political mass that can and will impact Minnesota education finance and policy.

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**Recommendation:**

A motion and a second to approve the district memberships for 2019-20 will be requested.

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



**Agenda Item: X.B.**  
**Date Prepared: August 01, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Request for Proposal – High Volume Copier and Managed Print Services including Workflow Software Solutions

Meeting Date: August 08, 2019

Contact Person: John Perry, Director of Learning Technology and Design Systems

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*Background:* The current lease for ISD#834's copier fleet is ending its 5 year term on September 30<sup>th</sup> 2019. The District has posted a Request for Proposals for new lease terms including copiers, finishers, accessories, supplies, and software licensing. Submissions responses are due on August 7<sup>th</sup>, 2019. The board will hear a report on the RFP Process with the expectation that an action item for new lease approval will be presented on the August 22<sup>nd</sup>, 2019 agenda.

Location(s): District-Wide

Project Name: Request for Proposal – High Volume Copier and Managed Print Services including Workflow Software Solutions

Fund: Operating Capital

Amount: \$400,000 – 5 Year Total (approximately)

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*Recommendation:*  
Information Only

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



**Agenda Item: X.C.**  
**Date Prepared: August 01, 2019**  
**ISD 834 Board Meeting**

Agenda Item Zayo PDN Dark Fiber for 2019-2020 Fiscal Year

Meeting Date: August 08, 2019

Contact Person: John Perry, Director of Learning Technology and Design Systems

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*Background:* ISD#834 receives private dedicated network (PDN), point to point fiber optic services from Zayo Group, LLC. These fiber services provide network communications between all buildings within the district and are used for Internet service, communication radio services, video surveillance, and management of HVAC control systems.

Historically these invoices have been paid monthly in-line with how all telecommunications services are processed. The District is working to move these payments to an annual processing schedule.

The next RFP cycle for these services is scheduled for 2021 in accordance with the Federal E-rate program.

Location(s): All Buildings, District-Wide

Project Name: Zayo PDN Dark Fiber for 2019-2020 Fiscal Year

Fund: Communication Services

Amount: \$163,000 (annual)

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*Recommendation:*  
Information Only

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



**Agenda Item: XI. A.**  
**Date Prepared: August 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Stillwater Area High School Site Work Retainage

Meeting Date: August 8, 2019

Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations

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*Background:* The Stillwater Area High School Tennis Courts had surface cracks appear prior to the expiration of the warranty period. The determination of the cracking has not been conclusive. It was imperative that we resurfaced the tennis courts prior to the start of fall tennis to prevent future damage. The resurfacing of the tennis courts is near completion at the time of this report.

The District has not released a final retainage payment of \$77,500 to Peterson Companies until the tennis courts were resurfaced in the event new information was discovered during the project. The resurfacing process has not revealed any additional information as to why the premature cracking has occurred.

It is recommended that ISD #834 release the final retainage payment to Peterson Companies for the Stillwater Area High School bond project.

Location(s): Stillwater Area High School

Project Name: Peterson Companies Retainage Payment

Fund: Bond Fund

Item: Contract Retainage Payment

Amount: \$77,500

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*Recommendation:*

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

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



**Agenda Item: XI.B.**  
**Date Prepared: August 01, 2019**  
**ISD 834 Board Meeting**

Agenda Item APEX Learning  
Meeting Date: August 08, 2019  
Contact Person: John Perry, Director of Learning Technology and Design Systems

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*Background:* Recent budget cuts require the District to reduce expenses across many programs, including our online learning platform. In order to accomplish this, a team of teachers and administrators evaluated multiple online learning platforms used by our Alternative Learning Center, special education programming, and other students who require special access to online curriculum. The evaluation process was designed to determine which products meet all needs. Subsequent negotiations took place to determine which product would meet the District's budget parameters.

4 solutions were considered; 3 presentations were provided to the committee; 2 products passed the committee's recommendation.

Location(s): District-Wide

Project Name: APEX Learning

Fund: Curriculum

Amount: \$64,000 – 3 Year Total (Effective August 25, 2019 through August 24, 2022)

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*Recommendation:*  
A motion and a second to approve the contract.

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



**CLIENT AGREEMENT**  
**for**  
**APEX LEARNING DIGITAL CURRICULUM SOLUTIONS**

This Client Agreement for Apex Learning Digital Curriculum Solutions (“**Agreement**”) is effective on execution by both parties (“**Effective Date**”) and is made by and between Apex Learning Inc., a Washington corporation with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 (“**Apex Learning**”) and Stillwater Area Public Schools, with its principal place of business at 1875 Greeley Street South, Stillwater, MN 55081 (“**Client**”).

**RECITALS**

Apex Learning provides digital curriculum solutions for secondary education.

Client desires to purchase the digital curriculum solutions described in Exhibit A and have its students, teachers, administrators, and staff access and use the Apex Curriculum (as defined below), all pursuant to the terms and conditions set forth below.

In consideration of the covenants and conditions set forth below and for other good and valuable consideration, the adequacy of which the parties hereby acknowledge, the parties agree as follows:

**AGREEMENT**

1. **Definitions.** Each of the following initially capitalized terms has the meaning set forth below. All other initially capitalized terms have the meanings assigned in this Agreement.
  - 1.1. “**Apex Curriculum**” means the Apex Learning digital curriculum described in Exhibit A. The Apex Curriculum does not include any Course Materials that may be required.
  - 1.2. “**Client User**” means each Client teacher, administrator, and student, as well as each student parent/guardian, who registers with Apex Learning and establishes a password to access the Apex Curriculum made available under this Agreement.
  - 1.3. “**Course Materials**” mean items or materials separate from the Apex Curriculum that are identified as either required or optional for the Apex Curriculum (e.g., calculators, microphones/headsets, textbooks, literature, and lab materials).
  - 1.4. “**Student Data Privacy and Protection Addendum**” means the addendum attached as Exhibit D.
  - 1.5. “**Term**” will have the meaning set forth in Section 9.1.
  - 1.6. “**User Support**” means the Apex Learning support services described in Exhibit C.
2. **Apex Learning Obligations.**
  - 2.1. **Digital Curriculum Solutions.** Apex Learning will provide the digital curriculum solutions described in Exhibit A, including hosting the Apex Curriculum and making it available for access and use by Client Users.
  - 2.2. **User Support.** Apex Learning will provide Client Users with User Support throughout the Term.
  - 2.3. **Uptime.** Apex Learning will use commercially reasonable efforts to make the Apex Curriculum available for access by Client Users ninety-nine percent (99%) of the time, measured on a monthly basis, excluding Planned Outages. “**Planned Outages**” means the installation of upgrades, routine application, server, or network

configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Apex Curriculum utilization times. Apex Learning will post an advance announcement of any Planned Outage on the Apex Learning website through which Client Users access the Apex Curriculum.

- 2.4. **All Rights Reserved.** Apex Learning and its suppliers own all right, title and interest in and to the Apex Curriculum. Other than granting Client Users the right to access and use the Apex Curriculum as described in this Agreement, Apex Learning expressly reserves all right, title, and interest therein.

### 3. **Client Obligations.**

- 3.1. **Hardware/Software.** The Apex Curriculum is made available to Client Users over the Internet through a web-browser interface. To access the Apex Curriculum, therefore, Client Users must have a suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable) in accordance with the system recommendations posted at <http://www.apexlearning.com/systemrequirements/systemrecommendations.pdf>.
- 3.2. **Terms of Use.** All Client Users who access the Apex Curriculum must comply with the Apex Learning Terms of Use for Customer Websites (“**Terms of Use**”). The current version of such Terms of Use is posted at [www.apexvs.com](http://www.apexvs.com) through which Client Users access the Apex Curriculum. Apex Learning reserves the right to suspend or discontinue a Client User from accessing the Apex Curriculum at any time if the Client User violates the Terms of Use. To the extent it has knowledge, Client will notify Apex Learning of any activity by its Client Users in violation of the Terms of Use. For the purpose of clarification, the Terms of Use are not part of this Agreement and do not modify or supplement the Agreement.
- 3.3. **Laboratory Activities.** If hands-on laboratory activities included in the Apex Curriculum are implemented by Client Users, Client is responsible for all such hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities. Apex Learning will have no liability whatsoever regarding any hands-on laboratory activities.
- 3.4. **No Resale Rights.** Client will not resell to any third party the right to access or use the Apex Curriculum or provide any third party who is not a Client User with access to, or the ability to use, the Apex Curriculum.

### 4. **Payment.**

- 4.1. **General.** In consideration for the rights granted and services provided under this Agreement, Client will pay Apex Learning the amounts set forth in Exhibit A. Apex Learning will issue invoices for such amounts pursuant to the invoice schedule in Exhibit B.
- 4.2. **Payment Terms.** Client will pay all Apex Learning invoices properly issued under this Agreement within thirty (30) days of the invoice date. If payment is made via credit card Apex Learning will assess a processing fee equal to three percent (3%) of the amount charged to such card.
- 4.3. **Taxes.** Amounts stated under Section 4.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of Client. Client will indemnify and hold Apex Learning harmless from any liability with respect to such taxes. Apex Learning is solely responsible for Apex Learning’s income and payroll taxes.

### 5. **Confidentiality.**

- 5.1. **Student Data Privacy and Protection.** Apex Learning and Client agree to comply with their respective obligations under the Student Data Privacy and Protection Addendum attached as Exhibit D.

5.2. ***Protection of Other Confidential Information.*** In addition to the parties' respective obligations under Section 5.1 above, each party agrees that it will not disclose to any third party any Confidential Information of the other party, except to the extent required by law or as otherwise expressly authorized herein. The term "**Confidential Information**" means all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Apex Learning's Confidential Information includes, without limitation pricing for the Apex Curriculum. Confidential Information does not include information that was known to the receiving party prior to the disclosing party's disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 5 precludes either party from disclosing Confidential Information when and as required by law. Further, if there is a conflict between this Section 5.2 and the Student Data Privacy and Protection Addendum, the Student Data Privacy and Protection Addendum will control with respect to that conflict.

6. **Representations and Warranties.**

6.1. ***By Both Parties.*** Each party hereby represents and warrants to the other party that it: (a) has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) will comply with all applicable laws in the performance of its obligations under this Agreement, including those laws identified in the Student Data Privacy and Protection Addendum.

6.2. ***By Apex Learning.*** Apex Learning further represents and warrants that Client Users' access to and use of the Apex Curriculum as described in this Agreement will not infringe any third-party copyright.

6.3. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 6.2, APEX LEARNING DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE APEX CURRICULUM, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 6.2, THERE IS NO WARRANTY OF NON-INFRINGEMENT OR TITLE.

7. **Indemnity.**

7.1. ***Duty to Indemnify.*** Subject, in the case of Client, to any applicable laws restricting Client's ability to provide the indemnification described in this Section 7, each party will indemnify, defend, and hold the other party and its officers, employees, and agents harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any breach or alleged breach of any representation or warranty set forth in Section 6.

7.2. ***Procedure.*** If an action is brought for which indemnity is sought under this Section 7, the party seeking indemnity will send reasonably prompt written notice to the other party specifying the nature of the action and the total damages or other relief sought and will permit the indemnifying party to answer and defend such claim. The party seeking indemnity will provide the indemnifying party with such information and assistance as is reasonably necessary to assist the indemnifying party, at the indemnifying party's expense, in defending any such action. The party seeking indemnity reserves the right to employ separate counsel and participate in the defense at its expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

8. **EXCLUSION OF CERTAIN DAMAGES & LIMITATION ON LIABILITY.**

8.1. **EXCLUSION OF CERTAIN DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

8.2. **LIMITATION ON LIABILITY.** IN NO EVENT WILL APEX LEARNING'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO APEX LEARNING UNDER THIS AGREEMENT.

8.3. **APPLICATION.** THE EXCLUSION OF DAMAGES AND LIMITATION ON LIABILITY IN THIS SECTION 8 SHALL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

9. **Term and Termination.**

9.1. ***Term.*** This Agreement shall commence on the Effective Date and continue through August 24, 2022, unless earlier terminated as provided in this Section 9.

9.2. ***Termination.*** Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Apex Learning may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is thirty (30) days overdue on any payment due to Apex Learning under this Agreement.

9.3. ***Effect of Expiration/Termination.*** Upon the expiration or termination of this Agreement, all access to the Apex Curriculum will promptly cease, and Client will immediately pay all amounts due to Apex Learning up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement: Sections 4 (with respect to amounts due and owing upon expiration/termination), 5, 6, 7, 8, 9.3, and 10, as well as applicable provisions of Exhibit D.

10. **Miscellaneous.**

10.1. ***Relationship of Parties.*** Client and Apex Learning are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

10.2. ***Force Majeure.*** For a reasonable time period, Apex Learning will be excused from delay, breach of this Agreement, or failure in performance under this Agreement due to causes beyond Apex Learning's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms, or other similar causes.

10.3. ***Notices.*** Any notices given under this Agreement shall be delivered in writing either by messenger or overnight delivery service, with a confirmation of delivery, and addressed to Apex Learning or Client at the address stated in the table below, and shall be deemed to have been given on the day when received by the party to whom the notice is given.

	<b>Apex Learning Contact</b>	<b>Client Contact</b>
Individual Name and/or Title	Manager, Contracts	John Perry
Organization	Apex Learning Inc.	Stillwater Area Public Schools
Address	1215 Fourth Avenue, Suite 1500	1875 Greeley Street South
City, State, Zip	Seattle, WA 98161	Stillwater, MN 55082
Phone	206-381-5600	651-351-8340

10.4. ***Assignment.*** Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, acquisition or a sale or

transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

- 10.5. ***Waiver/Severability.*** No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement shall continue in effect.
- 10.6. ***Governing Law/Attorneys' Fees.*** This Agreement will be governed by and construed under the laws of the State of Minnesota (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.
- 10.7. ***No Third-Party Beneficiaries.*** This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.
- 10.8. ***Entire Agreement.*** This Agreement, including without limitation all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written, regarding such subject matter. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties.
- 10.9. ***Execution in Counterparts/Electronic Signatures.*** This Agreement may be executed in any number of separate counterparts, each of which together shall constitute a single agreement, but each together shall constitute one and the same instrument. Each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of the exchange of signed counterparts in .pdf format or the use of a mutually agreed-upon electronic signature process. Any copy of this Agreement electronically signed by both parties pursuant to any such mutually-agreed electronic signature process will be deemed to be an original.

IN WITNESS WHEREOF, the authorized representatives of Apex Learning and Client identified in the signature block below agree to the terms and conditions set forth in this Agreement.

**Apex Learning Inc.**

**Stillwater Area Public Schools**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Cheryl Vedoe

Print Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

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

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

**EXHIBIT A**  
**Digital Curriculum Solutions**

1. ***Apex Curriculum:***

- ***Courses:*** 200 Courses unlimited enrollment subscriptions from August 25, 2019 through August 24, 2022. Courses subscriptions do not include access to Technology Courses.

*Price:* \$60,000.00

Each unlimited enrollment subscription provides access for one student enrolled in any number of Courses at the same time. If a student completes or withdraws from all Courses in which he or she is enrolled, the subscription may be reused to enroll another student in any number of Courses. The number of students enrolled at the same time may not exceed the number of subscriptions purchased. Client may purchase additional subscriptions for access during each 12-month period August 25 through August 24 at \$100.00 per subscription per period.

2. ***Professional Services:***

- One (1) 6-hour onsite session to be delivered by August 24, 2020.

*Price:* \$2,200.00

- One (1) 3-hour web conference session to be delivered during each 12-month period August 25 through August 24, for a total of three (3) sessions.

*Price:* \$1,800.00

***Total Price:*** \$64,000.00

**EXHIBIT B**  
**Invoice Schedule**

Apex Learning will invoice Client in the amount of (i) \$22,800.00 on August 26, 2019 and (ii) \$20,600.00 on August 25, 2020 and August 25, 2021, for a total amount of \$64,000.00.

## EXHIBIT C

### User Support

1. **General.** Apex Learning will provide Client Users with support via a toll-free phone number (for U.S. calls only), online chat and/or email. Phone support will be available from Apex Learning Monday–Friday from 5:00 a.m. to 7:00 p.m. Pacific Time. Apex Learning will give Client Users notice of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the Apex Learning website through which Client Users access the Apex Curriculum and/or by a voicemail greeting.
2. **Disclaimer.** Apex Learning’s ability to support Client Users with respect to the Apex Curriculum depends on Client (a) providing Apex Learning with prompt notice if Client becomes aware of any problem that affects the ability of Client Users to access and/or use the Apex Curriculum, (b) cooperating in a timely manner with Apex Learning’s efforts to diagnose the source of problems, (c) making available to Apex Learning appropriate staff and system information for resolving issues as they may arise, and (d) implementing reasonable technical solutions suggested by Apex Learning in a timely manner. In addition, Apex Learning is not responsible for Client User problems that stem from Client’s Internet connection, any Client or third-party hardware or software, or Client’s own network.



**EXHIBIT D**  
**Student Data Privacy and Protection Addendum**

**1. Definitions.**

- a. **“FERPA”** means the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and the applicable regulations promulgated thereunder, as amended from time to time.
- b. **“Student Data”** means Personally Identifiable Information (as defined under FERPA) from an Education Record (as defined under FERPA) maintained or processed by Apex Learning in connection with the performance of its obligations under this Agreement.
- c. **“Targeted Advertising”** means presenting an advertisement to a student where the advertisement is selected based on information obtained or inferred over time from that student’s online behavior, usage of applications, or Student Data. Targeted Advertising does not include advertising to a student at an online location based on that student’s current visit to that location or in response to a student’s request for information or feedback, without the retention of a student’s online activities or requests over time for the purpose of targeting advertisements.

**2. Compliance with Laws.** Apex Learning agrees to comply with all Applicable Laws (as defined below in this Section 2) in the performance of its obligations under this Agreement. Client agrees to comply with all Applicable Laws in its use of access to the Apex Curriculum, including when providing Apex Learning with access to Student Data under this Agreement. **“Applicable Laws”** as used herein include FERPA and other applicable federal and state laws regarding the protection of Student Data.

**3. Use of Student Data.** Apex Learning will only use Student Data to perform its obligations under this Agreement.

**4. Confidentiality of Student Data.** Apex Learning will not disclose Student Data to a third party except as follows: (a) with the prior written consent of the parent or guardian of the student to whom the Student Data pertains or, if the student is an adult, the adult student; (b) as may be required by law, including subpoena or court order; (c) to authorized representatives of Apex Learning in connection with Apex Learning’s performance of its obligations under this Agreement and provided such authorized representatives have agreed in writing to maintain the confidentiality of such Student Data; (d) to law enforcement to protect the safety of individuals; or (e) to a successor entity following the purchase, merger, or other type of acquisition of Apex Learning, or the purchase of Apex Learning’s assets, so long as the successor entity continues to be subject to the provisions of this Agreement. Client will maintain the confidentiality of Client User credentials that enable access by such Client Users to the Apex Curriculum. Further, Client is responsible for cancelling the Client User credentials of any Client User who no longer needs access to the Apex Curriculum.

**5. Parental/Legal Guardian/Adult Student Consent.** Client is responsible for obtaining any necessary consent from parents, legal guardians and adult students for the disclosure of Student Data by Client to Apex Learning and by Apex Learning to Client as is reasonably necessary for Apex Learning to perform its obligations under this Agreement.

**6. Data Privacy & Security Safeguards.** Apex Learning will establish and maintain reasonable administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of Student Data in its custody, including encryption of Student Data while in motion and at rest.

**7. Correction of Inaccurate Information.** Upon request, Apex Learning will assist Client in using the Apex Curriculum administrative tools so Client may access and correct any factually inaccurate Student Data.

**8. Prohibition on Targeted Advertising.** Apex Learning will not use Student Data to engage in any Targeted Advertising.

9. **Notice of Data Breach.** Apex Learning will notify Client if Apex Learning becomes aware of any breach of Apex Learning security resulting in an unauthorized release of or unauthorized access to Student Data, in accordance with applicable state or federal law. Similarly, Client will notify Apex Learning if Client becomes aware of any misuse of Client access credentials for the Apex Curriculum.
10. **Storage in the United States.** Student Data will be stored on servers or other computers operated and maintained by or on behalf of Apex Learning in the United States.
11. **Treatment of Student Data on Conclusion of Client Access to Apex Curriculum.** Following conclusion of Client's access to the Apex Curriculum under this Agreement, Apex Learning will store Student Data on Client's behalf for the lesser of (a) up to thirteen months so that the Student Data remain available should Client seek to renew access to the Apex Curriculum, (b) a period specified by Client in writing, or (c) the period (if any) dictated by Applicable Law (the applicable (a), (b) or (c) being the "Maintenance Period"). The maintenance of Student Data in this manner will constitute part of the Services. At the end of the Maintenance Period, Apex Learning will de-identify all Student Data (i.e., so that they no longer qualify as Personally Identifiable Information under FERPA) in accordance with Applicable Laws, unless Client has renewed access to the Apex Curriculum.



**Agenda Item: XI. C.**  
**Date Prepared: July 29, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Bus Terminal / Legal Counsel  
Meeting Date: August 8, 2019  
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations  
Action Timeline: August 8, 2019

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**Summary:**

In conversation with the City of Lake Elmo, there is a delay by the developer as it relates to the Hudson Boulevard road realignment and the running of water and sewer lines. Our purchase agreement has timelines and expectations of the developer completing the aforementioned. Those timelines will not be met. To be proactive, administration is asking that we engage legal counsel in the event there is any adverse consequence (financially or otherwise) due to the developer's delay.

The City of Lake Elmo is represented by Sarah Sonsalla of Kennedy and Graven. Sarah would typically represent our district as it relates to property. Therefore, it is our request that we engage Peter Mikhail of LeVander, Gillen & Miller, P.A. as our representation on this matter. .

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**Recommendation:**

A motion and a second to approve Peter Mikhail of LeVander, Gillen & Miller P.A. is requested.

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



**Agenda Item XII. A. B.C.**  
**Date Prepared: August 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: School Board Reports  
Meeting Date: August 8, 2019

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*Background:*

- A. Chairperson Report
- B. Working Group Reports
  - 1. Community Engagement
  - 2. Finance and Operations
  - 3. Legislative
  - 4. Personnel
  - 5. Policy
- C. Board Member Reports

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

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*Recommendation:*

Board action is not required.



**Agenda Item XIII.**  
**Date Prepared: August 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Adjournment  
Meeting Date: August 8, 2019  
Contact Person: School Board Chair

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*Background:*  
The meeting must be adjourned formally.

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