I. Call to Order
II. Roll Call
III. Pledge of Allegiance
IV. District Mission Statement and School Board Goals
V. Approval of the Agenda
VI. Superintendent Report
VII. Introductory Items
There are no introductory items for this meeting.

VIII. Open Forum

IX. Consent Agenda
A. Minutes of June 12, 2019 Special Meeting
B. Minutes of June 13, 2019 School Board Meeting
C. Accept Gifts and Donations May 2019
D. Disbursement Register June 15-28, 2019
E. Human Resources Personnel Report

X. Reports
A. 2019-2022 Educational Technology Plan – Mr. Perry
B. Schoology Learning Management System – Mr. Perry

XI. Action Items
A. Superintendent Evaluation – Chair Placek
B. Wellness Policy – Policy Working Group
C. School Board Goals for 2019 and 2020 – Policy Working Group
D. Governmental Accounting Standards Board Statement 84 – School Board Members
E. Q Comp Levy – School Board Members
F. Construction Management Services – Finance and Operations Working Group

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: Call to Order  
Meeting Date: June 27, 2019  

---

**Background:**

The School Board Chair will call the meeting to order.

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**Recommendation:**  
Board action is not required.
Agenda Item: Roll Call
Meeting Date: June 27, 2019

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

Board Members

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

Denise Pontrelli, Superintendent of Schools (ex-officio)

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

Recommendation:
Board action is not required.
Agenda Item: Pledge of Allegiance  
Meeting Date: June 27, 2019

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.

Recommendation:
Board action is not required.
Agenda Item: District Mission and School Board Goals
Meeting Date: June 27, 2019

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

A School Board member will read the School Board Goals (adopted June 2018)
The Stillwater Area Public Schools’ Board of Education ensures outstanding learning opportunities for the social, emotional and academic growth of every student in our school district through authentic partnerships and meaningful communication with our community, parents and students. Every decision is made with a commitment to equity for all students and for future generations impacted by our actions.

We provide our stakeholders with regular updates on student achievement along with continual plans to enhance student learning in our district.

We ensure that our systems of management and oversight are clearly defined.

We invite ongoing dialogue and partnership with our community to learn from their knowledge and to enhance learning for our students.

Recommendation:
Board action is not required.
Agenda Item: Approval of the Agenda
Meeting Date: June 27, 2019

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

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

Motion by: _____________________ Seconded by: _____________________ Vote: _____________________
Agenda Item: Superintendent Report  
Meeting Date: June 27, 2019

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

**Recommendation:**
Board action is not required.
Agenda Item VII. A. B.
Date Prepared: June 20, 2019
ISD 834 Board Meeting

Agenda Item: Introductory Items
Meeting Date: June 27, 2019
Student Report and District Recognition

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.

Recommendation:
Board action is not required.
Agenda Item: Open Forum
Meeting Date: June 27, 2019

Background:

If you wish to speak to the School Board, you will be able to do so at the start of the school board meeting during Open Forum. You may sign in only for yourself, not other individuals or groups, and only in person. The sign in sheet is made available 30 minutes prior and up to the start of the meeting. Due to time limitations, we will limit the number of speakers to 12. If you spoke at the last meeting, please consider allowing others to sign in before you. After you address the Board, please leave the podium.

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

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

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

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

Recommendation:
This is for informational purposes only.
Agenda Item: Consent Agenda
Meeting Date: June 27, 2019
Contact Person: Varies by item

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

A. School Board Special Meeting Minutes June 12, 2019
   Contact Person: Sarah Stivland, Clerk or Barbara Proulx, Secretary
   A copy of the Minutes is included for your review.

B. School Board Special Meeting Minutes June 13, 2019
   Contact Person: Sarah Stivland, Clerk or Barbara Proulx, Secretary
   A copy of the Minutes is included for your review.

C. Accept Gifts and Donations May 2019
   Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
   A copy of the register has been distributed to board members.

D. Disbursement Register June 15-28, 2019
   Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
   A copy of the register has been distributed to board members.

E. 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.

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: ___________________________
I. Call to Order: The meeting was called to order at 3:00 p.m.

II. Roll Call: Present: Mike Ptacek, chair; Liz Weisberg, treasurer, Mark Burns, director, Jennifer Pelletier, director; Tina Riehle, director; and Superintendent Pontrelli, ex-officio. Members excused: Shelley Pearson, vice chair; and Sarah Stivland, clerk.

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 Riehle and the goals were read by Member Pelletier.

V. Approval of the Agenda
   Motion to approve the agenda by Member Riehle; Second by: Member Pelletier, Vote: 5 ayes, 0 nays, Motion Carried.

VI. Sharing of the Executive Summaries
   Members of the District Directors Team shared the work they have accomplished this year and what they expect in their departments looking out for the next 90 days.

VII. Sharing of Work Related to Standards and Elements
    Superintendent Pontrelli shared the work that has been done in each area of the element standards as required by the evaluation instrument.

VIII. Adjournment
    The meeting adjourned at 5:00 p.m.
I. Call to Order: The meeting was called to order at 6:05 p.m.

II. Roll Call: Present: Mike Ptacek, chair; Sarah Stivland, clerk; Liz Weisberg, treasurer; Mark Burns, director; Jennifer Pelletier, director; Tina Riehle, director (6:43); and Superintendent Pontrelli, ex-officio. Members excused: Shelley Pearson, vice chair;

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 Weisberg.

V. Approval of the Agenda
Motion to approve the agenda by Member Burns; Second by: Member Pelletier, Vote: 5 ayes, 0 nays, Motion Carried.

VI. Superintendent’s Report
Superintendent Pontrelli reported on:
- Congratulations 2019 Graduates!
- Admin Team meeting this week
- Safety and Security meeting
- Teams presenting at the Innovation Conference in Alexandria next week
- Check out our website for more fantastic happenings
- Thank you to all staff and parents!

VII. Introductory Items
There were no introductory items for this meeting.

VIII. Open Forum
There were no speakers.

IX. Consent Agenda
A. Minutes of May 23, 2019, 2019 School Board Meeting
B. Disbursement Register May 25 – June 14, 2019
C. Human Resources Personnel Report
D. Malloy, Montague, Karnowski, Radosevich & Co., P.A. Letter of Engagement
E. 2019 District 834 Census
Motion by: Member Burns to accept and approve; Second by: Member Weisberg; Vote: 5 ayes, 0 nays, Motion Carried.

X. Reports
A. Q-Comp Annual Report
Ms. Van Klei, Q Comp coordinator, provided an update on the work that has been done this school year. We have completed year three of our Q Comp Plan. There are four components of the plan, 1) Career Ladder; 2) Job-Embedded Professional Development, 3) Teacher Development Evaluation Plan, and 4) Performance Pay.

B. 2019 Legislative Update
Dr. McDowell and Ms. Hoheisel reported on the outcomes of the legislative session and its impact to the district.

C. Second Reading: Wellness Policy
The Policy Working Group provided a recommended change to the policy in the area of food in the classroom. Action on this policy is expected at the June 25 business meeting.

D. Governmental Accounting Standards Board Statement 84
Ms. Hoheisel reported that the 2019 Legislative session updated M.S. §123B.49, Extracurricular Activities; Insurance, to align with GASB 84. The resolution will move all student activities under the board’s control in order to align with the standards. Action on this resolution will be requested at the June 27 business meeting.

XI. Action Items
A. Bullying Prohibition Policy
The Policy Working Group requested approval of the Bullying Prohibition policy.
Motion to approve by Member Stivland; Second by: Member Weisberg, Vote: 6 ayes, 0 nays, Motion Carried.

B. Community Education Assistants Wage Increase
Ms. Sallman requested approval of the wage increase as presented at the May 23 business meeting.
Motion to approve the Member Riehle; Second by: Member Stivland, Vote: 6 ayes, 0 nays, Motion Carried.

C. Postpone Attendance Area Assignment
Ms. Hoheisel requested that the board postpone action on the attendance area assign that she presented at the April 25 business meeting. This will allow it to be included in the work of the Community Design Team.
Motion to approve the Member Pelletier; Second by: Member Riehle, Vote: 6 ayes, 0 nays, Motion Carried.

D. Nutrition Services Costs
Ms. Hoheisel requested approval of the price increase as presented at the May 23 meeting. The elementary student breakfasts to be increased by ten cents. Elementary student lunches to be increased by fifteen cents. Middle school student lunches to be increased by five cents. High school student lunches to be increased by ten cents. Adult breakfasts and lunches to be increased by ten cents. The variation in our secondary buildings is due to the fact that middle school and elementary lunches are very similar, whereas the high school lunches get more food.
Motion to approve the Member Ptacek; Second by: Member Stivland Vote: 6 ayes, 0 nays, Motion Carried.

E. Security Services
Ms. Hoheisel requested approval to enter into an agreement with Whelan Security Company for the 2019-2020 school year.
Motion to approve the Member Stivland; Second by: Member Pelletier, Vote: 6 ayes, 0 nays, Motion Carried.

F. Trash and Recycling
Ms. Hoheisel requested that board award the contract for solid waste and recycling to Waste Management of Minnesota, Inc. of Blaine, MN. This contract is effective for three years.
Motion to approve the Member Weisberg; Vote: 6 ayes, 0 nays, Motion Carried.

G. Tennis Courts
Ms. Hoheisel requested the bid be awarded to Lee Sports Surfacing LLC of Little Canada for $77,500.
Motion to approve the Member Weisberg; Second by: Member Burns, Vote: 5 ayes, 1 (Pelletier) nay, Motion Carried.
H. Long-Term Facility Maintenance 10-year Plan
Ms. Hoheisel requested approval of the Long-term Facilities Maintenance Revenue Application as presented at the May 23 business meeting and discussed at the May 31 work session.

Motion to approve the Member Pelletier to approve with the amended amount in the resolution of 6,052,000; Second by: Member Burns, Vote: 6 ayes, 0 nays, Motion Carried.

I. Northeast Metro 916 Long-Term Facility Maintenance Plan
Ms. Hoheisel requested approval of the proportionate costs for the intermediate district.

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

J. Other Post-Employment Benefits (OPEB) Levy
Ms. Hoheisel requested direction on the district levying for OPEB and the dollar amount the district is requesting for the 2019 Payable 2020 levy cycle.

Motion by Member Stivland to certify the maximum; Second by: Member Pelletier, Vote: 6 ayes, 0 nays, Motion Carried.

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

A motion by Member Stivland to decline the temporary “Fleet Parking Permit” with the City of Oak Park Heights for bus fleet parking at High School; Second by Member Pelletier; Vote: 6 ayes, 0 nays, Motion Carried.

L. Stagecoach Lease Extension – Ms. Hoheisel
A motion and a second to approve the extension of Stephan Stagecoach, LLC property lease agreement through August 31, 2019 will be requested.

Motion by Member Ptacek to extend lease and hope for the fairgrounds; Second by: Member Stivland, Vote: 6 ayes, 0 nays, Motion Carried.

XII. Board Member Reports
A. Board Chair Report
1. Chair Ptacek reported on the graduation ceremony.
B. Working Group Reports
1. Community Engagement is working on community event ideas.
2. Finance and Operations working on the rfps for construction manager.
3. Legislative – 2019 session has ended.
4. Personnel - superintendent evaluation process.
5. Policy – draft goals have been updated and will be a report on the June 27 meeting agenda

Board Member Reports
1. Mr. Burns reported on the graduation ceremony.
2. Ms. Stivland reported on the graduation ceremony and the 916 Career and Tech Center changes.
3. Ms. Weisberg reported on the graduation ceremony and announced she will miss the next Partnership Plan meeting due to a prior commitment.
4. Ms. Pelletier reported on the graduation ceremony and thanked her fellow board members for allowing to distribute a great number of diplomas; Congratulated the SAHS students for winning the Story Ark Award; reported on the May Equity Alliance meeting.

XIII. Adjournment
The meeting adjourned at 9:04 p.m.

Respectfully submitted, Sarah Stivland, school board clerk.
### PERSONNEL CHANGES: BOARD MEETING 6/27/19

#### RETIREMENT/RESIGNATION/RELEASE

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<tr>
<th>NAME</th>
<th>STATUS</th>
<th>ASSIGNMENT</th>
<th>GROUP</th>
<th>EFFECTIVE DATE</th>
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<tr>
<td>Christensen, Michelle</td>
<td>Resignation</td>
<td>Cross Country Coach Stillwater Middle School</td>
<td>Co-Curricular</td>
<td>June 18, 2019</td>
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<td>Gralinski, Matt</td>
<td>Resignation</td>
<td>Boys Soccer Coach Stillwater Middle School</td>
<td>Co-Curricular</td>
<td>April 24, 2019</td>
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<tr>
<td>Green, Amanda</td>
<td>Resignation</td>
<td>Volleyball Coach Oak-Land Middle School</td>
<td>Co-Curricular</td>
<td>April 26, 2019</td>
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<tr>
<td>Holden, Wendy</td>
<td>Resignation</td>
<td>1.0 FTE Elementary Education Teacher Lake Elmo Elementary</td>
<td>SCEA</td>
<td>August 3, 2019</td>
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<td>Holmquist, Andrew</td>
<td>Resignation</td>
<td>Assistant Basketball Coach Stillwater Area High School</td>
<td>Co-Curricular</td>
<td>June 18, 2019</td>
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<td>Mankowski, Jennifer</td>
<td>Resignation</td>
<td>.50 FTE Elementary Education Teacher Lake Elmo Elementary</td>
<td>SCEA</td>
<td>August 3, 2019</td>
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<td>McKinney, Nicole</td>
<td>Resignation</td>
<td>Due Process Secretary, 1.75 hrs/day Early Childhood Family Center</td>
<td>Tech Support</td>
<td>July 26, 2019</td>
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<td>Scholtes, Adeline</td>
<td>Resignation</td>
<td>Volleyball Coach Oak-Land Middle School</td>
<td>Co-Curricular</td>
<td>April 24, 2019</td>
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#### HIRES/REHIRES

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<th>NAME</th>
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<th>EFFECTIVE DATE</th>
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<td>Arney, Ann</td>
<td>Paraprofessional, 6.0 hrs/day Stillwater Middle School</td>
<td>$16.12 / hour</td>
<td>2019-2020 Staffing</td>
<td>SCPA</td>
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<td>Breucop de Flores, Silvia</td>
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<td>Cass, Emma</td>
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<td>Davis, Wynn</td>
<td>.9 FTE Art Teacher Afton-Lakeland, Lake Elmo &amp; Stonebridge Elementary</td>
<td>$83,339</td>
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<td>Delance, Leila</td>
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<td>Dobson, Isaiah</td>
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<td>Enriquez, Yvette</td>
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<td>Fultz, Mary</td>
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<td>Hermann, Debra</td>
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<td>Gruetzmacher, Krista</td>
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<td>Halvorson, Logan</td>
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<td>Hanawalt, Jesse</td>
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<td>Hassani, Robyn</td>
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<td>Hassenstab, Erik</td>
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<td>Hoff, Peri</td>
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<td>Jarpe, Amy</td>
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<td>LaDue, Amanda</td>
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<td>Snyder, Jennifer</td>
<td>1.0 FTE Special Education Teacher</td>
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<td>Community Education Casual</td>
<td>District Wide</td>
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<td>Paraprofessional, 7.0 hr/day</td>
<td>Lake Elmo Elementary</td>
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<td>Teillard-Cui, Shumian</td>
<td>Paraprofessional, 5.9 hr/day</td>
<td>Stillwater Area High School</td>
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<td>Terpstra, Vanessa</td>
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<td>Wagner, Peter</td>
<td>Custodian, Level VI, 8.0 hrs/day</td>
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<td>Weis, Natalie</td>
<td>Paraprofessional, 6.5 hr/day</td>
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<td>Andersen Elementary</td>
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<td>Young, Bobbi</td>
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<td>$50,361.00</td>
<td>2019-2020 SCPA August 19, 2019</td>
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LEAVES OF ABSENCE

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ASSIGNMENT CHANGES

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**ADDITIONAL ASSIGNMENTS**

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Agenda Item: Educational Technology Plan Report
Meeting Date: June 27, 2019
Contact Person: John Perry, Director of Learning Technology and Design Systems

The District's 3-year educational technology plan comes to a close on June 30th 2019. Over the last 10 months, a Technology Council made up of teachers, administrators, and community members has met to guide the direction of the District's new 3-year plan. This plan continues the direction of the previous one; focusing on connecting students to their learning at anytime from anywhere, ensuring teachers and students are fully supported, guaranteeing regular and reliable access for all, and creating a unified experience where users log into one place to gain access to all of their educational resources.

Attached, the Board will find the first 5 pages of the Educational Technology Plan. The full plan can be downloaded at https://stillwaterschools.org/departments/technology/technology-plan.

Recommendation: This is a report for information. Action will not be requested.
Educational Technology Planning Team 2016

Technology Council Contributors

John Perry  Director of Learning Technology & Design Systems
Bill Byland  Supervisor of Technical Support Services
Gina Doe  Assistant Principal, Stillwater Middle School
Aaron Drevlow  Assistant Principal, Stillwater Area High School
Matt Howe  Teacher, Technology and Innovation Coach
Mike Teachout  Technology and Innovation Coach
Amy Skare  Youth Program Supervisor, Community Education
Amber Sorenson  Teacher, Library Media Specialist
Annie Hintze  Parent, Community Representative
Christie Wallace  Teacher, 3rd Grade
Hannah Reyes  Teacher, Spanish Immersion

Community Reviewers

Elam Noor  Director of Technology, ISD#916
Robert Berkowitz  Director of Technology, ISD#833

Learning & Innovation Team Support & Review

Bob McDowell  Executive Director, Office of Learning & Innovation
Annette Sallman  Director of Community Education
George Nolan  Director of Learning Analytics & Systems Improvement
Paul Lee  Director of Student Support Services
Rachel Larson  Director of Personalized Learning Systems

Author

John Perry  Director of Learning Technology & Design Systems

Editor

Shae Green  Learning & Innovation Project Support Specialist
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  Network Infrastructure
  Servers and Storage
  Network Infrastructure Diagrams
  Staff & Student Devices
  Regular & Reliable Technology Access Goals

Unified Experience for Teaching & Learning
  Integrated Database Architecture Diagram
  Unified Experience for Teaching & Learning Goals

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  Learning Management Systems (LMS)
  Online Curriculum Adoptions
  Account Automation
  Anytime Anywhere Learning Goals

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  Curriculum Articulation
  Instructional Core

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Appendix: Budget 2019-2020
Executive Summary May 2019

Efforts over the last 3 years of technology planning and implementation have strongly stabilized the state of technology in the district. Major systems of improvement include a new network, high speed & high density wifi coverage, updated student & teacher devices, and an integrated system of learning databases. This means that students and teachers have access to working devices on a reliable network that facilitates access to effective online learning tools.

Moving forward we will continue to focus on device replacements, system upgrades, and the regular use of communication tools to connect parents, students, and teachers. Additionally, we have goals focused on curricular development. Our technology education initiatives must fall into one of three categories: (1) significant enhancement of student engagement, (2) teaching core technology skills that are vital to success in our modern world, (3) using technology to improve communication, ensuring that students are always connected to their learning environments.

Technology Plan 2016-2019 Recap:

The 2016-2019 Technology Plan outlines the goals and direction for technology development, as needed to support learning in the classroom. The major focal points of this plan have revolved around the basic tenets of: reliable access to devices, anytime anywhere access to online learning resources, universal identification of students and staff across disparate learning databases, and fully supporting our teachers and students with their technology needs. This is done to support a vision where technology is not the focal point of learning, but rather a vehicle that enhances learning outcomes.

Anytime Anywhere Learning

- Trained staff in the effective use of Google Classroom tools including all aspects of Google Apps for Education.
- Implemented Schoology for all 6th-12th grade classroom including the training of staff and the support to migrate from other platforms.
- Integrated Illuminate with Skyward to provide for a standardized, formative, and summative assessment system across PreK-12 providing teachers with access to their students longitudinal MCA reports as well as other internal and external academic reporting measures.
- Deployed CIPA compliant cyber safety instruction in K-5 classrooms and developed CIPA compliant cyber safety instruction for 6-12 classrooms.
Regular & Reliable Access
- Established system for managing replacement of old devices across district ensuring that staff knows which technology devices they can rely upon.
- Established a system for staff device replacements and repairs to ensure that staff are all equipped with a reliable device.
- Established a system for replacing iPads in K-2 classrooms to ensure reliable access.
- Upgraded and replaced Project Lead The Way (PLTW), Design & Make, and Journalism labs across the district.

Unified Experience
- Implemented database integrations to support Single Sign-On (SSO) so that when a student logs into our portal, they can easily access all of their online resources as the same person.
  - Skyward, Illuminate, Schoology, Classlink, Clever, E-Directory, CPSI
  - FeePay, SchoolCafe, Destiny, Versatrans, Google Apps, FastBridge
  - McGraw Hill, Holt Math, Edgenuity, Scholastic,
  - Typing Club, Think Central, ConnectEd, Study Island
- Set up student device logins default to Clever (Elementary Portal) or Classlink (Secondary Portal).
- Implemented Parent Portal with instructions for parents to access.

Fully Supported
- Reorganized IT Support structures
  - Technology Leadership Team
  - Technology Support Team
  - Innovative Technology Support Team

Infrastructure
- Implemented new Internet connection and WAN bandwidth to support standardized testing for all students.
- Implemented new firewall with intrusion detection and content filtering to keep staff and students safe.
- Implemented new wireless system to support 1+ devices for every staff and student on across our campuses.
- Implemented Computer/Chromebook obsolescence program to visually identify devices as supported and MCA compliant or not.
- Upgraded cooling and backup power facilities in district server room.
- Replaced and maintained battery backup systems to increase telephone and server reliability.
- Added access points and security cameras as needed to ensure the safety of all students and staff.
Curriculum

- Developed K-12 articulation for Programming/Coding and Engineering/Design skills.
- Implemented Design & Make program in middle school.
- Restructured PLTW in middle school to align with Design & Make.
- Supported redesign of 6th grade science with project-based, standards aligned robotics components (based on Next Generation Science Standards).
- Supported empathy based, project based, standards-aligned robotics components for elementary instruction in alignment with Coding & Design articulation.
- Supported Pathway development initiative at secondary level.

Download the Full Version (87 pages) of the plan at: https://stillwaterschools.org/departments/technology/technology-plan
Agenda Item: Schoology Contract
Meeting Date: June 27, 2019
Contact Person: John Perry, Director of Learning Technology and Design Systems

Independent School District 834 has just completed the first 2 years of Schoology implementation; an effort focused on standardizing the secondary (6-12) online learning platform that teachers, students, and parents use to communicate around learning.

Schoology is a Learning Management System (LMS) which includes a gradebook, formative assessment tools, and online communication tools. The platform was selected after an extensive review process that included teachers and administrators as originally planned for in the district’s technology plan. This Fall semester will be the first term in which Schoology is the primary tool for all secondary teachers to use with their classes.

We intend to seek approval of a 5-year contract in order to (a) minimize price increases over time, and (b) provide teachers with security with regard to their time-based investment in the LMS.

Attached, the Board will find a 5-year Schoology contract for review.

Location(s): Secondary Schools

Project Name: Schoology Contract

Fund: Curriculum

Amount: $170,701.25 (to be paid over 5 years)

Recommendation:
This is a report for Action. Action will be requested at the July 25 business meeting.
MASTER
SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this “Agreement”) sets forth the terms and conditions pursuant to which Schoology, Inc. (“Schoology”) provides its end user subscribers (each, a “Subscriber”) with access to Schoology’s proprietary learning management system and secure academic social network more particularly described on Schoology’s website located at www.schoology.com (the “Schoology System”). Subscriber may place orders under this Agreement by submitting separate ordering document(s) specifying the services to be provided by Schoology hereunder (each, a “Sales Order”). Each Sales Order shall incorporate the terms and conditions of and be governed by this Agreement. Submitting or acceptance of a Sales Order or Subscriber’s use of or access to the Schoology System shall constitute Subscriber’s unconditional acceptance of this Agreement. The Sales Order can be accepted only in accordance with the terms of this Agreement. Additional or different terms proposed by Subscriber will not be applicable unless accepted in writing by Schoology. No change, modification, or revision of the Sales Order or this Agreement shall be effective unless in writing and signed by both Subscriber and Schoology. This Agreement shall be effective upon the earlier of the date of Subscriber’s submission or acceptance of any Sales Order or the date of Subscriber’s first use of or access to the Schoology System (the “Effective Date”). If there is a conflict between the terms of this Agreement and the terms of a Sales Order, the terms of this Agreement will control.

1. **Grant of License; Subscription.** Subject to the terms and conditions of this Agreement and the applicable Sales Order, Schoology hereby grants to Subscriber a limited, non-exclusive, non-transferable, license to access and use the Schoology System during the term specified in the Sales Order, including any renewals thereof (the “Term”). Subscriber hereby accepts the subscription to the Schoology System more particularly described in the Sales Order (the “Subscription”). Subscriber shall not (a) copy the Schoology System or any part, feature, function or user interface thereof (b) use the Schoology System to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (c) attempt to gain unauthorized access to the Schoology System or its related systems or networks; and (d) reverse engineer the Schoology System (to the extent such restriction is permitted by law).

2. **Billing and Payment.** Subscriber shall pay all fees specified in the applicable Sales Order. Schoology shall send an invoice to Subscriber, and Subscriber shall pay the full amount due within 30 days of the invoice date by mailing a check or depositing the amount due via wire transfer (in which case Subscriber must contact Schoology at billing@schoology.com for wire transfer instructions). Except as otherwise specified in a Sales Order, (a) all payment obligations are non-cancelable and all fees paid are non-refundable (including upon termination hereof), (b) quantities purchased cannot be decreased during the relevant subscription Term, and (c) the Subscription fees indicated in a Sales Order are based on the Subscriptions purchased and not actual usage up to the number of Subscriptions purchased. If Subscriber uses more than the number of Subscriptions purchased as indicated in the Sales Order, Schoology may submit an amended invoice for the amount of such excess usage, and Subscriber shall pay the fees applicable to the variance within 30 days of the invoice date. The Subscription fees are fixed for the initial Term of the applicable Sales Order. Thereafter, Schoology reserves the right to increase the Subscription fees during the applicable renewal term in accordance with Section 7 below. Subscriber shall be solely responsible for any taxes, including personal property taxes, or local licensing fees resulting from Subscriber’s Subscription or in connection with Schoology’s delivery of Schoology System under this Agreement, provided that Schoology shall be responsible for taxes on its net income derived from this Agreement.
3. **Ownership.** All right, title, and interest in and to the Schoology System and all underlying ideas, concepts, procedures, processes, principles, know-how, methods of operation, images, source code, and specifications related thereto, together with any updates, enhancements, modifications, improvements or derivatives works thereto, in each case including all copyrights, trade names, trademarks and other intellectual property rights therein (collectively, the “Schoology IP”), is, and shall remain the sole and exclusive property of Schoology. Certain Schoology IP is protected by United States copyright laws (and other laws relating to intellectual property). The Schoology System is licensed, not sold, to Subscriber hereunder and, except for the express limited license rights granted to Subscriber in accordance with the terms of this Agreement, no right, title or interest in or to the Schoology IP is granted or otherwise transferred by Schoology in connection with this Agreement. Schoology shall have, and Subscriber hereby grants to Schoology, a royalty-free, perpetual, worldwide, non-exclusive, irrevocable right to use or incorporate into the Schoology System and/or any specifications, without restriction or obligation, any suggestions, enhancements, recommendations or other feedback provided by Subscriber with respect to the Schoology System.

4. **Enterprise Services.** Subscriber may procure implementation, training or other professional services (“Enterprise Services”) in a Sales Order. Schoology will use commercially reasonable efforts to perform such Enterprise Services and unless otherwise expressly agreed in a Sales Order, all Enterprise Services will be deemed accepted upon delivery.

5. **Confidential Information.** (a) “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party. Further, Confidential Information of Schoology includes the Schoology IP, including any updates, enhancements, modifications, improvements and derivative works thereto. In addition, any data uploaded by Subscriber to the Schoology System (hereinafter “Subscriber Data”) and “FERPA Records” (as defined below) are confidential to Subscriber. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

(b) The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to its employees, agents and contractors to the extent necessary to perform its obligations under this Agreement.

(c) The parties acknowledge that (i) Confidential Information may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act, as amended (“FERPA Records”); and (ii) to the extent that Confidential Information includes FERPA Records, Schoology will be considered a “School Official” (as that term is used in FERPA and its implementing regulations) and will comply with the requirements and obligations of School Officials under FERPA. Each party represents and warrants to the other party that it will comply with all provisions of FERPA applicable to such party’s performance hereunder.

(d) The parties also acknowledge that Confidential Information may include personally identifiable information from children under the age of 13, subject to the Children’s Online Privacy Protection Act and
related regulations ("COPPA"). Subscriber acknowledges that it will act as agent for the parents of students under the age of 13 for purposes of COPPA. Schoology presumes that Subscriber’s authorization is based on having obtained parental consent where necessary. Subscriber further acknowledges that it has read, fully understands, and agrees to abide by Schoology’s Privacy Policy & Terms of Use, available at www.schoology.com and as may be revised from time-to-time, incorporated by reference herein.

6. **Subscriber Information.** As between Schoology and Subscriber, Subscriber owns all information regarding its schools or districts that it uploads to the Schoology System. Schoology shall implement commercially reasonable administrative, technical, and physical safeguards for the protection of the security, confidentiality and integrity of Subscriber Data.

7. **Renewals; Termination.** Unless otherwise specified in the Sales Order, the Term shall automatically renew for one-year periods, unless Subscriber provides written notice of non-renewal to Schoology at least thirty (30) days prior to the end of the relevant Term. The renewal will be under the same terms and conditions stated in the Agreement and applicable Sales Order except that fees due to Schoology are subject to increase at a rate not to exceed five percent (5%) annually. Schoology will provide Subscriber with no less than sixty (60) days prior written notice of any fee increases for the renewal term. A party may terminate this Agreement for cause upon 30 days written notice to the other party in the event that the other party commits a material breach of its obligations under this Agreement and such breach remains uncured at the expiration of such notice period. Upon the termination or expiration of this Agreement for any reason, Schoology shall, for a period of 30 days following such termination or expiration, maintain student information and permit Subscriber with access to such data, in Schoology-augmented reporting form, including norms and learning statements. The sections titled “Billing and Payment,” “Ownership,” “Confidentiality,” “Renewals; Termination,” “Limitation of Liability, “Disclaimers,” “Indemnification,” “Miscellaneous” shall survive any termination or expiration of this Agreement.

8. **Support & Maintenance.** Schoology may, from time to time, provide to Subscriber updates, enhancements, modifications, improvements in and to the Schoology System which shall all be subject to the terms and conditions of this Agreement. Schoology has system maintenance periods throughout the year that will affect Subscriber’s ability to interact with the Schoology System. Schoology shall use commercially reasonable efforts to notify Subscriber in advance of any disruptions.

9. **Limited Warranty.** Schoology warrants to Subscriber that, during the applicable Term: (a) this Agreement, the Sales Order and any specifications furnished by Schoology will accurately describe the applicable administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of the Subscriber data, and (b) the Schoology System, when used in accordance with the specifications furnished by Schoology, will perform substantially in accordance with such specifications. In the event the Schoology System fails to conform to the foregoing warranties, Schoology shall use commercially reasonable efforts to correct such non-conformity. If Schoology is unable to correct the non-conformity, Schoology shall terminate this Agreement and refund to Subscriber any prepaid Subscription fees covering the remainder of the Term after the effective date of termination. The limited remedies described in this Section are Schoology’s sole obligations and Subscriber’s exclusive remedies for any breach of the limited warranties set forth herein. The limited warranties provided in this Section are void if the non-conformity results from (x) use of the Schoology System in connection with software or hardware not compatible with the Schoology System or not meeting the technical specifications furnished by Schoology; (y) improper or inadequate maintenance of Subscriber’s equipment or software; or (z) inadequate Internet connectivity or bandwidth. Subscriber is solely responsible for the results obtained and decisions made from its use of the Schoology System. The Schoology System may include open source software components and use of such components may be subject to additional terms and conditions.

10. **Disclaimers.** (a) EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE
Schoology system is provided “as-is” and without warranty of any kind, either express or implied, including but not limited to any implied warranty of merchantability, fitness for a particular purpose or use, quality, productiveness or capacity, or that the operation of the software included within the Schoology system will be error free. All other warranties relating to the Schoology system or this agreement are hereby expressly disclaimed by Schoology. Except as provided herein, the entire risk and liability arising out of the use of the Schoology system remains with Subscriber, including, but not limited to, when Subscriber’s practices are inconsistent with The Standards for Educational and Psychological Testing (1999) by the American Educational Research Association. Without limiting the foregoing, there is no warranty for performance issues (A) caused by factors outside of Schoology’s reasonable control; (B) resulting from any action or inaction of Subscriber or Subscriber’s third parties; or (C) resulting from scheduled maintenance periods.

(b) Schoology does not and cannot control performance of the Schoology system based on the flow of data to or from Schoology’s network and other portions of the internet, which depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Subscriber’s connections to the internet (or portions thereof). Although Schoology will use commercially reasonable efforts to remedy and avoid such events, Schoology cannot guarantee that such events will not occur. Accordingly, Schoology disclaims any and all liability resulting from or related to such events.

(c) In connection with using the Schoology system, Subscriber may purchase products and/or services from, and/or participate in promotions of, third parties. Transactions relating to any such third party products, services and/or promotions, and any terms associated therewith, are solely between Subscriber and the relevant third parties. Schoology does not support, endorse or make any representations or warranties regarding, any such third party products, services and/or promotions, and in no event will Schoology have any liability whatsoever in connection therewith.

11. Limitations of Liability. Except to the extent the following liability limitation is prohibited by applicable law, in no event will Schoology, its developers, or its suppliers be liable for any lost profits, lost opportunity, lost savings, loss of goodwill, lost business, loss of anticipated benefits, business interruption, loss of business information, loss of or damage to data, computer failure or malfunction, or any indirect, special, incidental, consequential, or punitive damages arising out of or as a result of this agreement, the use of or inability to use the Schoology system or the provision of enterprise services, even if Schoology has been advised of the possibility of such damages. In no event will Schoology’s, its developers’ or suppliers’ entire liability for all claims arising out of or as a result of this agreement exceed the amount actually paid by Subscriber for the right to use the Schoology system in the twelve (12) months preceding the incident giving rise to liability. The foregoing limitations will apply
12. **Indemnification.** Subscriber agrees to indemnify, defend and hold harmless Schoology and Schoology’s officers, directors, employees, agents, and representatives, from and against any and all claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from Subscriber’s breach of this Agreement or its use of the Schoology System.

13. **Miscellaneous**

13.1 **Publicity.** Subscriber consents to Schoology’s use and/or references to Subscriber’s name, directly or indirectly, in Schoology’s marketing and training materials. Subscriber may not use Schoology’s name or trademark without Schoology’s prior written consent.

13.2 **Force Majeure.** Neither party shall be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

13.3 **Waiver and Severability.** Waiver by Schoology of any default or breach by Subscriber of any provision contained in this Agreement does not constitute a waiver of any subsequent default or breach of the same or any other provision of this Agreement. If any part of this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect.

13.4 **No Third Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

13.5 **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

13.6 **Assignment.** Subscriber may not assign this Agreement to any third party without the prior written consent of Schoology. Any such purported assignment shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, and permitted assigns, if any.

13.7 **Notices.** Any notice required under this Agreement shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (d) delivered by email to an email address designated by the recipient, or (e) delivered via any of the foregoing at the addresses specified in the Sales Order or such other address as may be provided by the recipient in accordance with this Section.

13.8 **Controlling Law and Venue.** This Agreement shall be construed and controlled by the laws of the State of New York, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Agreement. Courts located in New York, New York shall be the exclusive forum for any litigation arising out of this Agreement. Subscriber hereby waives any objections to venue, personal jurisdiction, or forum non conveniens.
13.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

13.10 **Independent Contractor.** The parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose. Neither party will be entitled to (a) enter into any contracts in the name of or on behalf of the other party; (b) pledge the credit of the other party in any way or hold itself out as having authority to do so; or (c) make commitments or incur any charges or expenses for or in the name of the other party. Neither party's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other party.
Learning Management System

ENTERPRISE EDITION

Sales Order for:

Stillwater Area Public School District
Stillwater Area Public School District Renewal 2019 - Five Year
1875 Greeley St S
Stillwater, MN 55082-6094

Jason Thalacker
Client Advisor
jthalacker@schoology.com

Schoology, Inc.
2 Penn Plaza, 10th Floor
New York, NY 10121
www.schoology.com
This document represents an agreement between Stillwater Area Public School District. (Stillwater Area Public School District.) and Schoology, Inc. (Schoology) for the purchase of services in connection with Schoology’s web-based learning management system (LMS). All costs are represented in Exhibit A, Pricing.

**Enterprise Subscription**

Stillwater Area Public School District’s Enterprise Subscription to Schoology’s LMS includes the products and services described below. All associated database hardware, maintenance and upgrades are included.

**User Authentication**

Stillwater Area Public School District will have access to Schoology’s flexible Administrative Configuration Interface, which allows system administrators to manage user single sign-on (SSO) configuration, providing integration with Stillwater Area Public School District’s remote identity provider.

**Advanced User Management**

Stillwater Area Public School District will have access to Schoology’s advanced User Management Interface which allows system administrators to manage user roles, permissions, privacy, and overall system settings. This also affords administrators the ability to manage user, course and enrollment data.

**Enterprise Management Interface**

Stillwater Area Public School District will have the ability to create and manage multiple institutions and/or departments/divisions using the Enterprise Management Interface. System administrators can organize users by department, building, or institution, and have the ability to designate other users as administrators. In addition, system administrators can manage all users, institutions, and/or departments/divisions from the main parent account.

**Branding**

Schoology will provide custom branding services to the user interface for Stillwater Area Public School District’s instance of the LMS. The top banner and links will be branded with Stillwater Area Public School District’s desired color scheme, and the Schoology logo will be replaced with Stillwater Area Public School District’s logo. In addition, Stillwater Area Public School District will receive domain customization (e.g.lms.clientname.org) or subdomain customization (e.g. clientname.schoology.com).

**Support Services**

All Schoology users can access support documentation 24/7/365 via the Schoology Help Center (https://support.schoology.com). This resource contains a wealth of curated content, including
role-based user guides, a document center with quick reference cards and release notes, troubleshooting tips, Schoology FAQ’s, and an archive of regularly updated videos and webinars. Schoology also provides active community support within the Help Center, with discussions and responses moderated by Schoology employees, and regular announcements of new Schoology features.

As an Enterprise client you will have access to prioritized support. You may choose up to three (3*) dedicated Support Contacts from your organization, whose role is to relay any questions, concerns or ideas to the Schoology team. Support Contacts can contact Schoology by:

1. **Phone:** Support Contacts may contact a Schoology representative by using a unique support code which can be found by clicking the 'Help Center' icon (Only visible to Support Contacts).
2. **Ticketing System:** Support Contacts may create and track their own support tickets by going directly to support.schoology.com.
3. **Chat:** Support contacts may use the Chat feature to contact a Schoology representative to ask questions and troubleshoot issues.

*More contacts are available at $500/license/year

With Standard Support, Support Contacts are qualified, through training and experience, to provide first-level support to local users. Typical issues resolved by Support Contacts include access problems and general usage questions. Support Contacts are also empowered to escalate issues to Schoology Support for second and third tier support. Schoology Support Specialists and Engineers are personable, expert in-house Schoology employees based in the corporate headquarters.

Standard Support includes 24/7/365 Online Help Center access, 24/7/365 Community access, and web ticket, phone, and chat support for Support Contacts during business hours (Monday-Friday 8 am - 8 pm ET). Standard support is included in the cost of subscription.
Master Subscription Agreement

The Master Subscription Agreement available at https://www.schoology.com/agreements govern your acquisition and use of the services described in this Sales Order (unless you have entered into a separate written agreement with Schoology, in which case your acquisition and use of the services will be governed by that separate written agreement).

SUBSCRIBER NAME:
Stillwater Area Public School District

Signature: ________________________________

Printed Name: ____________________________

Title: ________________________________

Date: ________________________________
Cost Summary

Exhibit A – Pricing

Contract Start Date:  **July 1, 2019**  
Contract End Date:  **June 30, 2024**  
Enrollment:  **4,709**

### Year One

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**Subtotal: $33,198.45**

### Year Two

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**Subtotal: $33,669.35**

### Year Three

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**Subtotal: $34,140.25**

### Year Four

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**Subtotal: $34,611.15**

### Year Five
The initial payment is due 30 days after the invoice date. All renewal subscriptions are invoiced at least 30 days prior to the start of the new term. Payment for renewal subscriptions must be received within 10 business days after the start of a new term.  

*This Sales Order is valid until August 4, 2019.*

Thank you for your business!
Summary:

Upon completion of the evaluation of the superintendent, a copy of the evaluation will be placed in the superintendent’s personnel file.

Recommendation:

A motion and a second to approve the issuing of the 2018-19 Evaluation by the District 834 School Board to the Superintendent and placement of that document in her personnel file.

Motion by: __________________________ Second by: __________________________ Vote: ________________
Report for Information: Final Reading: Wellness Policy
Meeting Date: June 27, 2019
Contact Person: Policy Working Group
Action Timeline: June 27, 2019

Summary:
The policy working will present policy number 533 Wellness Policy for its final reading and adoption.

Recommendation:
A Motion and a Second to approve the Policy number 533 to replace policy number S. R. 1.25 will be requested.

Motion by: __________________________ Second by: __________________________ Vote: __________________________
I. PURPOSE
The School District is committed to providing a healthy school environment and culture that promotes and protects student health, well-being, and opportunity to achieve and thrive by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

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

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

III. GOALS

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

A. Physical Education

Through district curriculum, the School District will:

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

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

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

B. Physical Activity

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

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

b. School personnel will not use physical activity as a punishment (running laps, push-ups, etc.)

IV. HEALTH AND NUTRITION EDUCATION

Through district curriculum, the School District will:

1. Provide nutrition education that follows national and state standards and focuses on understanding the relationship between personal behavior, individual health, and the impact of food choices.

a. Teachers will incorporate nutritional information into subject lessons where appropriate.

b. Food will not be used as a reward or punishment for academic performance or behavior.

c. Proper nutrition and physical activity will be used as a tool to enhance academic behavior and performance.

2. School-based Activities

a. The District will support and promote physical activities for students and families through a broad range of before and after school activities, intramurals, summer activities, community education offerings, co-curricular activities, and physical education offerings.

b. The District will support the use of district facilities for physical activities by students, staff, and the community, outside the normal school day, consistent with the Community Education Facilities Use Guidelines.

c. The District will support school and community partnerships that encourage physical and emotional health.
d. The District will support the use of USDA Child Nutrition Standards for fund-raising efforts held outside the school day.

3. Nutrition Promotion

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

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

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

V. NUTRITION GUIDELINES

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

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

C. Food and beverages will not be part of student birthday recognition events. Staff will be thoughtful and align with district nutrition guidelines when using food and beverage during occasional classroom celebrations and lessons. Caution will be exercised when offering foods and materials that may cause allergic reactions.

1. Caution will be exercised when offering foods and materials that may cause allergic reactions.

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

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

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

D. The District will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
E. The District will encourage compliance with USDA Child Nutrition Standards for foods made available on campus outside the school day (including, but not limited to, concessions, school stores, vending, beverage contracts, and other instances where food or beverages are provided or sold).

VI. IMPLEMENTING AND MONITORING

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

1. The extent to which schools are in compliance with the local wellness policy

2. The progress made toward attaining the goals of the wellness policy

3. The extent to which the local wellness policy compares to model local wellness policies.

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

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

B. Training and Education

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

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

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

C. Review of Policy

1. A committee consisting of staff, parent/guardian, student, and community partner representatives shall confer annually to review this policy for effectiveness and consistency with law. Recommended changes shall be submitted to the School Board for consideration.
Summary:

The policy working group has considered the feedback from the board members that was shared at their retreat.

The goals have been updated and will be recommended as the school board goals for the 2019 and 2020 calendar years.

Recommendation:

A motion and a second to approve the School Board Goals for calendar year 2019 and 2020 will be requested.

Motion by: __________________________ Second by: __________________________ Vote: ________________
In partnership with community, parents, and students, the School Board of Stillwater Area Public Schools ensures excellence in education.

<table>
<thead>
<tr>
<th>GOALS</th>
<th>STRATEGIES</th>
<th>How We Will Measure Success / Progress</th>
</tr>
</thead>
</table>
| Increase student achievement for ALL students   | ● Update Shared Responsibility and Student Performance Measures Policy to support classroom experiences and opportunities that enhance student engagement and meet the academic, social and emotional needs of students.  
  ● Support classroom experiences and opportunities that enhance student engagement  
  ● Support academic, social, and emotional needs of students  
  ● Conduct quarterly or more board work sessions to explore learning opportunities, alternative pathways, and achievement related topics. that enhance learning experiences for all students. | ● Increase four-year graduation rate to 95%  
  ● Increase percentage of all students proficient on MCA reading, math and science tests  
  ● Operating levy parameters are established to support these student achievement strategies  
  ● WBWF  
  ● MCA  
  ● Fastbridge  
  ● ACT  
  ● Student Survey  
  ● 3rd Grade Reading  
  ● Graduation Rate  
  ● New student performance policy |
| Secure long-term financial stability of the district | ● Restore unassigned fund balance to at least 5% of general fund expenditures before July 1, 2020  
  ● Approve balanced budgets; expenditures do not exceed revenues  
  ● Increase E-12 enrollment  
  ● Prepare for successful adoption of an operating levy referendum by public vote no later than November 2021 | ● Improved unassigned fund balance  
  ● Balanced budget  
  ● Monthly Treasurer’s report to the board  
  ● Monthly enrollment update showing 1% annual enrollment growth  
  ● Successful operating levy |
| Increase Community Trust and Engagement          | ● Seek stakeholder input by reaching out with structured opportunities to listen and connect  
  ● Strive toward consensus on every vote  
  ● Complete Long-Range Facility Planning Process | ● A plan is created for community connection and stakeholder engagement  
  ● Approval of new Long-Range Facility Plan |
**Action Item:** QComp Levy  
**Meeting Date:** June 27, 2019  
**Contact Person:** School Board Chair  
**Action Timeline:** May 23, 2019

---

**Summary:**

The school board will discuss levying for QComp for the 2019 Payable 2020 levy cycle.

---

**Recommendation:**

A motion to support the Q Comp Levy will be requested.

**Motion by:** ______________________  **Second by:** ______________________  **Vote:** ______________________
# OPEB and QComp Levy Tax Impact

<table>
<thead>
<tr>
<th>Property Type</th>
<th>EMV</th>
<th>100,000</th>
<th>200,000</th>
<th>300,000</th>
<th>400,000</th>
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OPEB and QComp Levy Tax Impact

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

<table>
<thead>
<tr>
<th>Property Type</th>
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<th>200,000</th>
<th>300,000</th>
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<th>700,000</th>
<th>800,000</th>
<th>900,000</th>
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<td>1,781.02</td>
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</table>
Summary:
During the June 13, 2019 school board business meeting, Ms. Hoheisel reported on Governmental Accounting Standards Board Statement No. 84 with the following summary:

The 2019 Legislative session updated M.S. §123B.49, Extracurricular Activities; Insurance, to align with GASB 84. The changes are as follows:

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

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

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

Recommendation:
A motion and a second to approve the resolution regarding student activity funds not under board control to being under board control effective July 1, 2019 is requested.

Motion by: _____________________ Seconded by: _____________________ Vote: _____________________
EXTRACT OF MINUTES OF MEETING  
OF THE SCHOOL BOARD  
OF INDEPENDENT SCHOOL DISTRICT NO. 834  
(STILLWATER AREA PUBLIC SCHOOLS)  
STATE OF MINNESOTA  

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 834 (Stillwater Area Public Schools), State of Minnesota, was duly held in said school district on the 27th day of June 2019, at 6:00 o’clock p.m., for the purpose, in part, of approving a Resolution Regarding Board Control of Extracurricular Activities.

The following members were present: Burns, Pearson, Pelletier, Ptacek, Riehle, Stivland, Weisberg.

And the following were absent: NONE.

The following resolution was moved by _____________ and seconded by _____________:

RESOLUTION REGARDING BOARD CONTROL OF EXTRACURRICULAR ACTIVITIES

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

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

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Whereupon, said Resolution was declared duly adopted.

By: ____________________________  By: ____________________________
Michael B. Ptacek, Chair  Sarah Stivland, Clerk
**Action Item:** Appoint Construction Management Services for LRFP
**Meeting Date:** June 27, 2019
**Contact Person:** Finance and Operations Working Group
**Action Timeline:** June 27, 2019

---

**Summary:**

During the May 23, 2019 school board business meeting, administration was directed to issue a request for proposal for construction management services relating to the long-range facility planning committee.

Stillwater Area Public School District sought proposals from interested Construction Management firms on Tuesday May 28, 2019, to participate with the school district’s long range facility planning committee. The selected firm will team with the district’s long range facility planning facilitator to provide costing and pricing expertise for evaluating options that are being considered. The Construction Management firm is also expected to provide scheduling and phasing expertise for options decided at committee level. Responses were due back to the district no later than 2:00 p.m. (CST) on Wednesday, June 12, 2019.

Five companies submitted proposals. The Construction Management Services scoring matrix identified three areas to determine how a company will be ranked. The matrix was provided to all of the respondents and their responses were based off of the elements of scoring. The results are as follows:

1.) Kraus-Anderson with 173 cumulative points  
2.) Wenck with 164 cumulative points  
3.) Knutson Construction with 116 cumulative points  
4.) Ingensa with 94 cumulative points  
5.) Bradbury Stamm Construction Winkleman with 115 cumulative points

A copy of the construction management scoring matrix is available for review.

---

**Recommendation:**

A motion and a second to approve the Construction Management Services firm are requested.

---

**Motion by:** _____________________  **Seconded by:** _____________________  **Vote:** _____________________
<table>
<thead>
<tr>
<th>Firm</th>
<th>Company profile</th>
<th>Staff Experience Assigned to Project</th>
<th>Project Experiences and References</th>
<th>Professional Fees</th>
<th>Score 1-20</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kraus Anderson **</td>
<td>122 Years, Ranked 100 by Engineering News Record, Full service group of companies. Repeatedly recognized</td>
<td>Experienced staff. Tony Sjolander will serve as community engagement facilitator and education program planner.</td>
<td>Significant. Worked with Cuningham in the past.</td>
<td>Fee $20,000 assuming a duration of 18 months of services in planning phase. Future fee would follow contract language from 2015 referendum projects. 2% construction costs</td>
<td>20 + 18 + 15</td>
<td>60 + 38</td>
</tr>
<tr>
<td>Wenck **</td>
<td>36 Years, one of the first in nation to specialize in construction mgmt - advisor services. Served as CM for over 40 MN public school districts. Experienced staff. Andy Hoffman will attend stakeholder meetings, evaluate facility options, develop costs and establish schedules for proposed improvements.</td>
<td>20 + 20 + 15</td>
<td>20 + 20 + 20</td>
<td>Estimated fee per hour = Project director $170, Preconstruction Mgr $115, Safety Mgr $150, Senior Project Mgr $150, Project Mgr $130. Future project valued over $50MM is 2.1% of total construction</td>
<td>15 + 19 + 15</td>
<td>55 + 59</td>
</tr>
<tr>
<td>Knutson Construction</td>
<td>108 Years, 70% work comes from repeat clients. Safety is top priority. Virtual design and construction available. Experienced staff. Robbie Schultz will provide cost and pricing expertise for evaluating options. He will provide scheduling and phasing expertise.</td>
<td>12 + 16 + 15</td>
<td>15 + 18 + 10</td>
<td>Fee per hour = General Mgr $160, Project Executive $122, Pre-Construction Mgr $97, Project Mgr $107, Superintendent $97, MEP Coordinator $97, Estimator $81. Future work fees would typically range from 3.5%. Will work with us to define fee.</td>
<td>8 + 17 + 5</td>
<td>35 + 51</td>
</tr>
<tr>
<td>Ingensa **</td>
<td>Founded in 2013. Combined experience spanning more than 30 years in providing services to K-12 districts. Will partner with RJM Construction. Experienced staff however limited in K-12. Luke Plotsenhaus will lead and interface with district's facilitator and planning committee to deliver plan option estimates and construction scheduling and phasing plans.</td>
<td>10 + 17 + 5</td>
<td>10 + 19 + 5</td>
<td>Estimated fees = $35,000 Assumes 2 meetings a month July-Dec. All time included. Hourly rates: Construction Executive $170, Director of Construction $150, Chief Estimator $132.40, Estimator $117.40, Scheduler/BIM $97.40. Potential projects service fee ranges from 3.1% - 6.0%.</td>
<td>5 + 18 + 3</td>
<td>23 + 34</td>
</tr>
<tr>
<td>Bradbury Stamm Construction Winkleman</td>
<td>BS Construction was founded in 1923. Winkelman office has been providing services in Central MN for 50 years. Full-service construction company. Experienced staff. Mike Schoenecker will be the lead facilitator for the referendum campaign.</td>
<td>12 + 15 + 15</td>
<td>15 + 17 + 10</td>
<td>Estimated fees for cost estimating/scheduling $5,000/month. Pre-referendum service fee $2,500/month. Additional assumptions are for a project based on 3 months bidding phase and $28MM construction phase $949,973</td>
<td>10 + 16 + 5</td>
<td>37 + 48</td>
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</table>

** Fee deducted if selected for any resulting work
Agenda Item: School Board Reports
Meeting Date: June 27, 2019

Background:

A. Chairperson Report

B. Working Group Reports
   1. Community Engagement
   2. Finance and Operations
   3. Legislative
   4. Personnel
   5. Policy

C. Board Member Reports

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

Recommendation:
Board action is not required.
Agenda Item: Adjournment
Meeting Date: June 27, 2019
Contact Person: School Board Chair

Background:
The meeting must be adjourned formally.