

School Board Meeting Agenda  
Tuesday, May 21, 2019  
5:00 pm  
AAHS Classroom 122

**Present:** Amy Charpentier, Jill Heroff, Josh MacLachlan, Katie Siewert, Rachael McNamara, David Massey, LeAnn Lindusky, Dean Walczak (business manager, ex-officio), AAHS TPS Representative (ex-officio)

**Absent:** Eric Hove (resigned)

**Agenda**

1. Call to Order
2. Conflict of Interest Check
3. Approval of May 21, 2019 Agenda
4. Approval of April 16, 2019 Minutes
5. Public Comments
6. Financial Report
  - a. Approval of April 2019 Financial Report
  - b. Approval of April 2019 Disbursements
7. TPS Report
  - a. Enrollment:
  - b. ADM:
  - c. School Events:
  - d. TPS Accountability Manager:
  - e. Staffing:
  - f. Committees:
    - i. TPS:
    - ii. PerCom:
    - iii. Evaluation Task Force:
    - iv. Curriculum:
    - v. Financial:
    - vi. PLC Committee:
    - vii. ESSA Task Force:
8. Student Data Report – Katie Siewert

School Board Meeting Agenda  
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9. Search Committee for Business Manager/Chief Financial Officer Services
  - a. Update
  
10. Committee to Evaluate Contract with EdVisions
  - a. Update
  
11. Strategic Items
  - a. Policy Review:
    - i. 4.7 – First Reading
    - ii. 4.4 through 4.6 – Second Reading
    - iii. 4.1 through 4.3 – Third Reading
  - b. Board Bylaws Review:
    - i. Article I – First Reading
    - ii. Article II – First Reading
    - iii. Article III – First Reading
  - c. Review of ACNW response dated April 17, 2019
  - d. Special Review of Academic Arts Family Leave Policy (part of Policy
  - e. RACI Team Update
  
12. Action Items
  - a. Approval of revisions to Policy 3.21 through 3.26
  - b. Approval of contract with TeacherCentricity, LLC, to provide curriculum consultation
  - c. Approval of contract for service with EdVision Cooperative
  - d. Approval of Memorandum of Understanding with Dakota County (ESSA Agreement)
  - e. Approval of resignation of Eric Hove from the Board
  
13. Adjourn

School Board Meeting Agenda  
Tuesday, April 16, 2019  
5:00 pm  
AAHS Classroom 122

**Present:** Amy Charpentier, Josh MacLachlan, Katie Siewert, Rachael McNamara, Eric Hove, David Massey, LeAnn Lindusky, Mallery Hammers (ex-officio)

**Absent:** Eric Hove, Jill Heroff

**Agenda**

1. Call to Order at 5:04
2. Conflict of Interest Check
3. Approval of April 16, 2019 Agenda
  - a. Amy motions, LeAnn seconds
  - b. Discussion
    - i. Edit to Date change to “April” from “March”
    - ii. Addendum: 12d Mission and Vision Planning
  - c. Amy re-motions with edits and addendum
  - d. Motion Passes: unanimous
4. Approval of March 19, 2019 Minutes
  - a. Amy motions to approve 3/19/2019 minutes, Katie seconds
  - b. Discussion
  - c. Motion Passes: Unanimous
5. Public Comments
  - a. Simone Strom
6. Financial Report
  - a. Update on February 2019 Disbursements
  - b. Approval of March 2019 Financial Report
    - i. Amy Motions to approve report, Katie Seconds
    - ii. Discussion
    - iii. Motion passes: unanimous
  - c. Approval of March 2019 Disbursements
    - i. Amy motions to approve disbursements, Katie seconds
    - ii. Discussion

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1. Katie mentions that “SpEd Director” should be categorized as “SpEd Funds” and not “GenEd Funds”
- iii. Motion Passes: Unanimous

7. TPS Report

- a. Enrollment: 91
- b. ADM: 90.68
- c. School Events:
  - i. Prom was Saturday
  - ii. “Stay tuned for pictures”
- d. TPS Accountability Manager:
- e. Staffing:
  - i. One paraprofessional no longer with school
- f. Committees:
  - i. TPS:
  - ii. PerCom:
  - iii. Evaluation Task Force:
    1. Observations with Rod Haenke have been scheduled for early May
    2. Peer Evaluations have been scheduled
  - iv. Curriculum:
    1. Had video conference with rep from Headrush. May be a good way to improve the school’s PBL program. Better way to track progress and credits for student projects.
  - v. Financial:
  - vi. PLC Committee:
  - vii. ESSA Task Force: meeting weekly w/ Erik and Cindy from Regional Centers Excellence (RCE) - attending CurCom meeting this week and next Monday
- g. Requests from the Board to TPS:
  - i. Results of the Nutrition Audit
  - ii. Copy of the response furnished to ACNW in response to the complaint letter dated March 14, 2019
  - iii. Proposals for vendors/ consultants for curriculum improvement as suggested by ACNW.

8. Charter School Updates and Training

- a. Brief History of AAHS’s Adoption of the TPS Governance Model (tabled from 12/18/2018; 01/15/2019; 02/19/2019; and 03/19/2019 meetings)
  - i. David Massey Leads Discussion

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1. Year-to-year review and comparison of positions since 2015-2016
  2. Positions discussed
    - a. Past interim director / director
    - b. Instructional lead
  - ii. Josh discusses “Pay/Benefit Breakdown” tool being developed by finance committee to assess staffing needs for 19-20 school year.
9. Student Data Report – Katie Siewert
- a. Data not up to date.
  - b. Data due date pushed to Friday, April 26
10. Search Committee for Business Manager/Chief Financial Officer Services
- a. Inquired with 3 providers: CLA, Bergen KDV, and SchoolFinance
  - b. Meetings set up for week of April 22-26
  - c. Updates and recommendations to be given at May board meeting
11. Committee to Evaluate Contract with EdVisions
- a. No updates
  - b. Updates at May board meeting pending interviews with financial providers
12. Strategic Items
- a. Policy Review:
    - i. 4.4 through 4.6 – First Reading
      1. Changes
    - ii. 4.1 through 4.3 – Second Reading
      1. 4.1-Board requests no further changes
      2. 4.2-Edit “Voice-mail”
      3. 4.2-Minor edits noted: remove “absence”
    - iii. 3.21 through 3.26 – Third Reading
  - b. Board Bylaws Review: None
  - c. RACI Team Update: None
  - d. Mission and Vision Discussion
    - i. School’s mission and vision may need adjusting
    - ii. Pillars (personal relationships, post-secondary readiness, project-based learning, and environmental education) are good but are not where the school excels.
    - iii. A future rebranding may focus on the school’s ability to move students with debilitating home/mental health issues and affect academic performance.

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- iv. Maslow's hierarchy of needs is central to the school's "brand" and should be part of future strategic planning.
- v. PBL is not the foundation of the school's curriculum but one of many tools that is used to help students of diverse abilities learn.

13. Action Items

- a. Dissolution of Committee to Recommend Methodology or Processes to Evaluate TPS Governance
- b. Approval of Revisions to Policy 3.16 through Policy 3.20
  - i. Amy motions to approve Revisions to Policy 3.16 through Policy 3.20. Katie seconds
  - ii. Discussion
  - iii. Motion passes: Unanimous
- c. Approval of Revisions to Policy 3.3 and Policy 3.4
  - i. Katie motions to approve Revisions to Policy 3.3 and Policy 3.4. Josh seconds.
  - ii. Discussion
  - iii. Motion passes: Unanimous
- d. Approval of Revisions to Policy 3.11
  - i. Amy motions to approve Revisions to Policy 3.11. Josh seconds.
  - ii. Discussion
  - iii. Motion passes: Unanimous

14. Adjourn

- a. Leann Motions to adjourn
- b. Meeting adjourns at 7:02pm

**SCHOOL NAME:**

Academic Arts High School

**Month ending**

Apr-19

Description	General Fund 01	Food Service Fund 02	Total Funds
<b>ASSETS</b>			
Cash - checking	\$ 198,945	\$ (18,981)	\$ 179,964
Cash - savings	\$ -		\$ -
Investments	\$ -		\$ -
Accounts Receivable - due from MDE	\$ 138,421		\$ 138,421
Accounts Receivable - due from other	\$ 8,808		\$ 8,808
Prepays	\$ -		\$ -
Other (specify and add rows as needed)			
<b>TOTAL ASSETS</b>	<b>\$ 346,174</b>		<b>\$ 346,174</b>
<b>LIABILITIES &amp; FUND BALANCE</b>			
<b>Liabilities</b>			
Accounts Payable	\$ -	\$ -	\$ -
Payroll Liabilities	\$ (115,397)	\$ -	\$ -
Deferred Revenue	\$ -	\$ -	\$ -
Due to Other	\$ -	\$ -	\$ -
Short Term Debt	\$ -	\$ -	\$ -
<b>Total Liabilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Fund Balance</b>		\$ -	
Unassigned Fund Balance - Previous YE	\$ 322,859	\$ -	\$ 322,859
Net Income/(Loss) - Current YTD	\$ 122,902	\$ (18,981)	\$ 103,921
<b>Total Fund Balance</b>	<b>\$ 445,761</b>	<b>\$ (18,981)</b>	<b>\$ 426,780</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>			<b>\$ 426,780</b>

Financials are unaudited and should be used for management purposes only.

SCHOOL NAME: Academic Art High School  
 Month Ending: 4/30/2019

83%

Apr transactions

Mar

GENERAL FUND - 01	Approved Budget - Rev Nov18	Year -to-Date Activity	Percent of Budget		Year -to-Date Activity
<b>REVENUES</b>					
<b>State Revenues</b>					
General Education Aid	\$ 844,109	\$ 790,360	93.6%	\$ 54,237	\$ 736,123
Facilities Lease Aid	\$ 149,796	\$ 67,707	45.2%	\$ -	\$ 67,707
Special Education Aid	\$ 628,663	\$ 615,398	97.9%	\$ 54,069	\$ 561,329
Other misc - student receipts	\$ -	\$ 2,927		\$ -	\$ 2,927
<b>Total State Revenues</b>	<b>\$ 1,622,568</b>	<b>\$ 1,476,391</b>	<b>91.0%</b>		<b>\$ 1,257,353</b>
<b>Federal Revenues</b>					
Title 1	\$ 1,832	\$ -	0.0%		\$ -
Title II	\$ 2,084	\$ -			\$ -
Fed special Education	\$ 20,000	\$ 26,882	134.4%		\$ 26,882
Food Service	\$ -	\$ -			\$ -
<b>Total Federal Revenues</b>	<b>\$ 23,916</b>	<b>\$ 26,882</b>	<b>112.4%</b>		<b>\$ 26,882</b>
<b>Local Revenues</b>					
Student Activity	\$ 5,400	\$ -	0.0%		\$ -
Gift	\$ 1,000	\$ -	0.0%		\$ -
interest	\$ 100	\$ -			\$ -
Miscellaneous (specify and add rows as needed)	\$ 1,000	\$ -	0.0%		\$ -
<b>Total Local Revenues</b>	<b>\$ 7,500</b>	<b>\$ -</b>	<b>0.0%</b>		<b>\$ -</b>
<b>TOTAL REVENUES</b>	<b>\$ 1,653,984</b>	<b>\$ 1,503,273</b>	<b>90.9%</b>	<b>\$ 108,305</b>	<b>\$ 1,284,235</b>
<b>EXPENDITURES</b>					
<b>Administration</b>					
Salaries	\$ 64,538	\$ 48,231	74.7%	\$ 6,241	\$ 41,990
Benefits	\$ 36,236	\$ 17,629	48.6%	\$ 2,883	\$ 14,746
Purchased Services	\$ 73,444	\$ 83,723	114.0%	\$ 7,521	\$ 76,202
Other	\$ 19,800	\$ 12,988	65.6%	\$ 54	\$ 12,934
<b>Total Administration</b>	<b>\$ 194,018</b>	<b>\$ 162,571</b>	<b>83.8%</b>		<b>\$ 130,422</b>
<b>District Support Services</b>					
Salaries	\$ -	\$ -	0.0%		\$ -
Benefits	\$ -	\$ -	0.0%		\$ -
Purchased Services	\$ -	\$ -	0.0%		\$ -
Supplies and Materials	\$ -	\$ -	0.0%		\$ -
Capital Expenditures	\$ -	\$ -	0.0%		\$ -
<b>Total District Support Services</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>		<b>\$ -</b>
<b>Elementary and Secondary Regular Instruction</b>					
Salaries	\$ 247,351	\$ 202,746	82.0%	\$ 19,321	\$ 183,425
Benefits	\$ 77,446	\$ 63,713	82.3%	\$ 6,557	\$ 57,156
Purchased Services	\$ 27,296	\$ 20,640	75.6%	\$ 1,384	\$ 19,256
Supplies and Materials	\$ 14,000	\$ 10,248	73.2%	\$ 1,442	\$ 8,806
Capital Expenditures	\$ -	\$ -	0.0%		\$ -
Other Expenditures	\$ -	\$ -	0.0%		\$ -
<b>Total Elementary and Secondary Regular Instruction</b>	<b>\$ 366,093</b>	<b>\$ 297,346</b>	<b>81.2%</b>		<b>\$ 239,602</b>
<b>State Special Education</b>					
Salaries	\$ 491,773	\$ 424,887	86.4%	\$ 44,585	\$ 380,302
Benefits	\$ 167,089	\$ 132,309	79.2%	\$ 13,856	\$ 118,453
Purchased Services	\$ 12,000	\$ 12,572	104.8%	\$ 1,544	\$ 11,028
Supplies and Materials	\$ 4,320	\$ 62	1.4%		\$ 62
<b>Total State Special Education</b>	<b>\$ 675,182</b>	<b>\$ 569,830</b>	<b>84.4%</b>		<b>\$ 435,859</b>
<b>Federal Special Education</b>					
Salaries	\$ -	\$ -	0.0%		\$ -
Benefits	\$ -	\$ -	0.0%		\$ -
Purchased Services	\$ 10,000	\$ 9,300	93.0%	\$ -	\$ 9,300
Supplies and Materials	\$ 10,000	\$ 7,626	76.3%	\$ 867	\$ 6,759
<b>Total Federal Special Education</b>	<b>\$ 20,000</b>	<b>\$ 16,926</b>	<b>84.6%</b>		<b>\$ 8,414</b>



<b>Title I</b>						
Salaries				0.0%		
Benefits				0.0%		
Purchased Services	\$ 1,832	\$ -		0.0%	\$ -	\$ -
Supplies and Materials		\$ -		0.0%	\$ -	\$ -
<b>Title Programs</b>	<b>\$ 1,832</b>	<b>\$ -</b>		<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Title II</b>						
Salaries		\$ -		0.0%	\$ -	\$ -
Benefits				0.0%		
Purchased Services	\$ 2,084	\$ 2,834		0.0%	\$ 2,834	\$ 2,834
Supplies and Materials				0.0%		
<b>Other Federal Programs</b>	<b>\$ 2,084</b>	<b>\$ 2,834</b>		<b>0.0%</b>	<b>\$ 2,834</b>	<b>\$ 2,834</b>
<b>Instructional Support Services</b>						
Salaries				0.0%		
Benefits				0.0%		
Purchased Services	\$ -	\$ 265		#DIV/0!	\$ 265	\$ 265
Supplies and Materials				0.0%		
<b>Total Instructional Support Services</b>	<b>\$ -</b>	<b>\$ 265</b>		<b>#DIV/0!</b>	<b>\$ 265</b>	<b>\$ 265</b>
<b>Pupil Support Services</b>						
Salaries	\$ 30,426	\$ 11,697		38.4%	\$ 3,664	\$ 8,033
Benefits	\$ 10,555	\$ 2,031		19.2%	\$ 279	\$ 1,752
Purchased Services	\$ 54,390	\$ 58,234		107.1%	\$ 7,960	\$ 50,274
Supplies and Materials		\$ 1,742		0.0%	\$ 393	\$ 1,349
<b>Pupil Support Services</b>	<b>\$ 95,371</b>	<b>\$ 73,705</b>		<b>77.3%</b>	<b>\$ 51,451</b>	<b>\$ 51,451</b>
<b>Sites and Buildings</b>						
Salaries	\$ -	\$ -		0.0%	\$ -	\$ -
Benefits	\$ -	\$ -		0.0%	\$ -	\$ -
Facilities Lease	\$ 219,332	\$ 182,783		83.3%	\$ 37,548	\$ 145,235
Purchased Services (Repairs, maintenance, u	\$ 72,260	\$ 63,686		88.1%	\$ 18,846	\$ 44,840
Supplies and Materials	\$ 2,000	\$ 116		5.8%	\$ -	\$ 116
Capital Expenditures		\$ -		0.0%		
<b>Total Sites and Buildings</b>	<b>\$ 293,592</b>	<b>\$ 246,585</b>		<b>84.0%</b>	<b>\$ 190,141</b>	<b>\$ 190,141</b>
<b>Fiscal and Other Fixed Costs</b>						
Purchased Services	\$ 9,500	\$ 10,309		108.5%	\$ 2,676	\$ 7,633
Interfund Transfer						
<b>Total Fiscal and Other Fixed Costs</b>	<b>\$ 9,500</b>	<b>\$ 10,309</b>		<b>108.5%</b>	<b>\$ 2,676</b>	<b>\$ 7,633</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,657,672</b>	<b>\$ 1,380,371</b>		<b>83.3%</b>	<b>\$ 177,621</b>	<b>\$ 1,066,621</b>
<b>GENERAL FUND 01 - NET INCOME</b>	<b>\$ (3,688)</b>	<b>\$ 122,902</b>			<b>\$ (69,316)</b>	<b>\$ 217,614</b>
<b>FOOD SERVICE FUND - 02</b>	<b>Approved Budget</b>	<b>Year -to-Date Activity</b>			<b>\$ -</b>	<b>Year -to-Date Activity</b>
<b>REVENUES</b>						
State Revenues				0.0%		
Federal Revenues	\$ 8,000	\$ 3,918		49.0%	\$ 1,208	\$ 2,710
Sale of Lunches and Other Local Revenue						
Transfer from General Fund						
<b>TOTAL REVENUES</b>	<b>\$ 8,000</b>	<b>\$ 3,918</b>		<b>49.0%</b>	<b>\$ -</b>	<b>\$ 2,710</b>
<b>EXPENDITURES</b>						
Salaries	\$ -	\$ -		0.0%	\$ -	\$ -
Benefits	\$ -	\$ -		0.0%	\$ -	\$ -
Purchased Services	\$ -	\$ -		0.0%	\$ -	\$ -
Supplies and Materials	\$ 20,000	\$ 22,899		114.5%	\$ 3,168	\$ 19,731
Other	\$ -	\$ -		0.0%	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 20,000</b>	<b>\$ 22,899</b>			<b>\$ 3,168</b>	<b>\$ 17,037</b>
<b>FOOD SERVICE FUND 02 - NET INCOME</b>	<b>\$ (12,000)</b>	<b>\$ (18,981)</b>			<b>\$ (3,168)</b>	<b>\$ (14,327)</b>
<b>Fund Balance at Beginning of Year</b>	<b>\$ 322,859</b>	<b>\$ 322,859</b>			<b>\$ 322,859</b>	<b>\$ 322,859</b>
<b>Net Income Year to Date</b>	<b>\$ (15,688)</b>	<b>\$ 103,921</b>			<b>\$ 203,287</b>	<b>\$ 203,287</b>
<b>Ending Fund Balance</b>	<b>\$ 307,171</b>	<b>\$ 426,780</b>			<b>\$ 526,146</b>	<b>\$ 526,146</b>

Financials are unaudited and should be used for management purposes only.

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Academic Arts  
Disbursement Listing  
Ending April 2019

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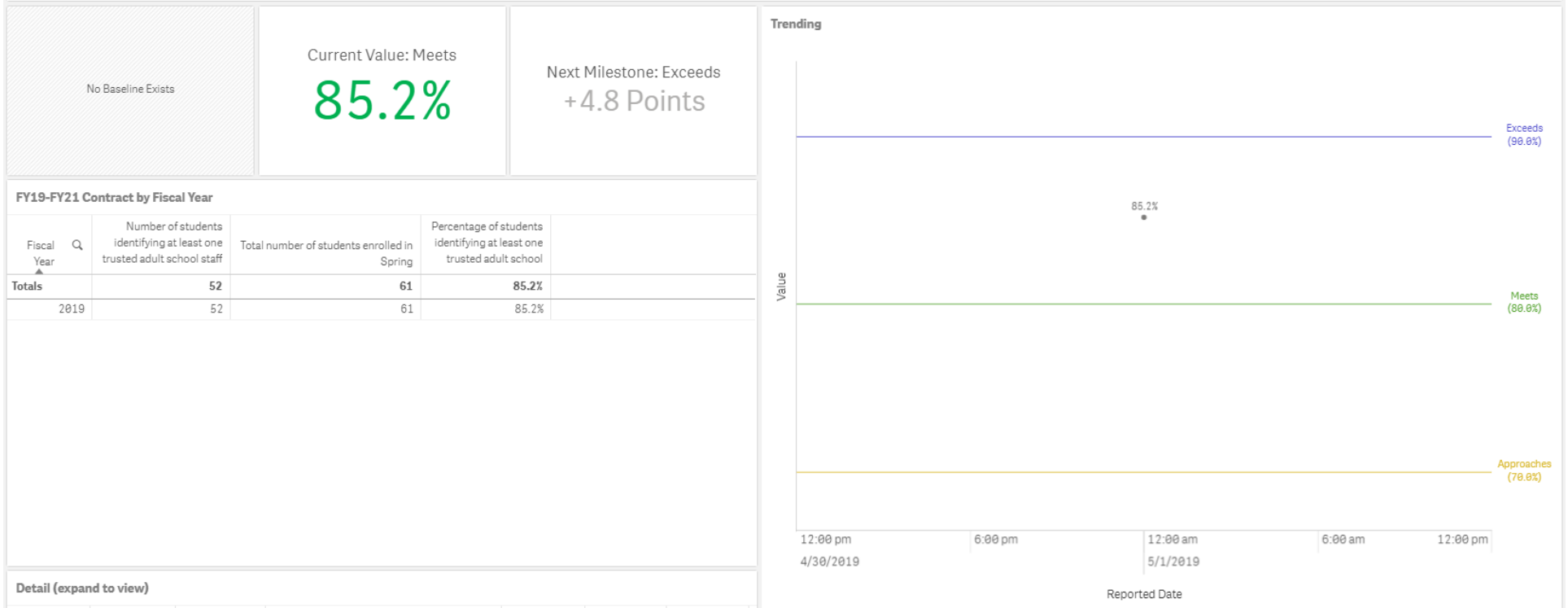
Check #	Type	Date	Vendor	Amount	Description	Category
6234	CH	4/1/2019 00:00:00	Century Link	\$ 317.37	phone bill	admin - purchased services
6235	CH	4/1/2019 00:00:00	CKC Good Food	\$ 1,268.10	lunches	Food Service
6236	CH	4/1/2019 00:00:00	Comcast	\$ 160.92	internet services	admin - purchased services
6237	CH	4/1/2019 00:00:00	DEAN WALCZAK	\$ 2,975.00	Fin Mgmt Mar 2019	admin - purchased services
6238	CH	4/1/2019 00:00:00	DESIGNS FOR LEARNING	\$ 1,262.50	speech	State sped - purchased services
6239	CH	4/1/2019 00:00:00	Scott's Home Delivery	\$ 103.00	milk	Food Service
6240	CH	4/1/2019 00:00:00	Southview Office CenterLLC	\$ 23,919.89	lease	Facilities
6241	CH	4/1/2019 00:00:00	Teachers on Call	\$ 663.00	substitute	Gen Ed - purchased services
6242	CH	4/1/2019 00:00:00	US Bancorp Equipment Finance	\$ 198.78	ricoh printer	admin - purchased services
6243	CH	4/22/2019 00:00:00	CKC Good Food	\$ 1,535.50	breakfast	Food Service
6244	CH	4/22/2019 00:00:00	cmERDC	\$ 1,087.50	citrix accounting	admin - purchased services
6245	CH	4/22/2019 00:00:00	DESIGNS FOR LEARNING	\$ 897.50	Program support	admin - purchased services
6246	CH	4/22/2019 00:00:00	Dick's Sanitation	\$ 57.37	compost	Gen Ed - purchased services
6247	CH	4/22/2019 00:00:00	Marta Koch	\$ 243.65	prom expenses	Gen Ed - purchased services
6248	CH	4/22/2019 00:00:00	Metro Sales	\$ 187.64	copier lease	admin - purchased services
6249	CH	4/22/2019 00:00:00	Premium Water Inc	\$ 120.98	supplies	gen ed - supplies
6250	CH	4/22/2019 00:00:00	QUILL CORPORATION	\$ 53.99	paper	admin - supplies
6251	CH	4/22/2019 00:00:00	Southview Office CenterLLC	\$ 32,473.94	Previous CAM	Facilities
6252	CH	4/22/2019 00:00:00	Taxi Servcies	\$ 5,571.00	sped transport	State sped - purchased services
6253	CH	4/22/2019 00:00:00	Teachers on Call	\$ 221.00	substitute	Gen Ed - purchased services
6254	CH	4/22/2019 00:00:00	The Hanover Insurance Group	\$ 9,592.42	Insurance	admin - purchased services
6255	CH	4/22/2019 00:00:00	Tierney	\$ 867.47	sped	Fed sped - equipment
4022019	WX	4/30/2019 00:00:00	YMCA Greater St. Paul	\$ 38.00	student	Gen Ed - purchased services
4032019	WX	4/30/2019 00:00:00	Amazon	\$ 280.44	Books	gen ed - supplies
4052019	WX	4/30/2019 00:00:00	Little Ceasers	\$ 53.09	No PO	No Po
4092019	WX	4/30/2019 00:00:00	Amazon	\$ 61.49	Math supplies protractor	gen ed - supplies
4102019	WX	4/30/2019 00:00:00	Fly Market Kitemaking Supply	\$ 212.35	kitemaking supplies	gen ed - supplies
4162019	WX	4/30/2019 00:00:00	EDVISIONS COOPERATIVE	\$ 99,306.36	May payroll	payroll
4232019	WX	4/30/2019 00:00:00	Squarespace	\$ 192.00	Subscription	admin - purchased services
4252019	WX	4/30/2019 00:00:00	Ford	\$ 1,163.71	Sped van lease	sped - transport
4292019	WX	4/30/2019 00:00:00	Amazon	\$ 29.85	Supplies - kite handles	gen ed - supplies
4302019	WX	4/30/2019 00:00:00	Picaboo Yearbooks	\$ 550.27	no po	no po
20191691	CH	4/30/2019 00:00:00	Holiday Gas Station	\$ 176.05	Sped van gas	sped - transport
20191692	CH	4/30/2019 00:00:00	Ford	\$ 461.38	sped van lease	sped - transport
20191694	CH	4/30/2019 00:00:00	CKC Good Food	\$ 261.65	breakfast	Food Service
20191695	CH	4/30/2019 00:00:00	Holiday Gas Station	\$ 217.29	sped van gas	sped - transport
20191696	CH	4/30/2019 00:00:00	Mallery Hammers	\$ 20.93	Staff sppreciation	gen ed - supplies
40320192	WX	4/30/2019 00:00:00	Walmart	\$ 12.67	No PO	no po
40320193	WX	4/30/2019 00:00:00	CUB FOODS	\$ 3.29	lifesaver bag	gen ed - supplies
40920192	WX	4/30/2019 00:00:00	Costco	\$ 29.96	Sr Project night supplies	gen ed - supplies
40920193	WX	4/30/2019 00:00:00	Amazon	\$ 66.49	no po	no po
42520192	WX	4/30/2019 00:00:00	Ford	\$ 764.00	sped van tabs	sped - transport
43020192	WX	4/30/2019 00:00:00	Old National Bank	\$ 25.90	bank fee	admin - purchased services

## Academic Performance as of May 2019

Indicator <input type="text"/>	Measure <input type="text"/>	Values				Last Reported
		Value	Points Earned	Points Possible	Total Points	
Overall Performance		57.1%	30.25	53	100	May 2019
+ 1: Mission Related Outcomes		75.0%	4.5	6	6	May 2019
+ 2: English Language Learners		Not Applicable	0	0	0	-
+ 3: Reading Growth		66.7%	10	15	15	May 2019
+ 4: Math Growth		Not Applicable	0	0	15	May 2019
+ 5: Reading Proficiency		100.0%	5	5	5	Sep 2018
+ 6: Math Proficiency		50.0%	2.5	5	5	Sep 2018
+ 7: Science Proficiency and Growth		0.0%	0	10	10	Feb 2019
+ 8: Other Proficiency or Growth		112.5%	6.75	6	16	May 2019
+ 9: Post-Secondary Readiness		Not Applicable	0	0	22	-
+ 10: Attendance		25.0%	1.5	6	6	Feb 2019

## 1.1 Trusted Adult and Positive Friendship (3 points possible)

From SY18-19 to SY20-21, the aggregate percentage of students who are able to identify at least one trusted adult school staff member and at least one positive friendship with a school peer through a self-report online survey administered each spring will be at least 80%.

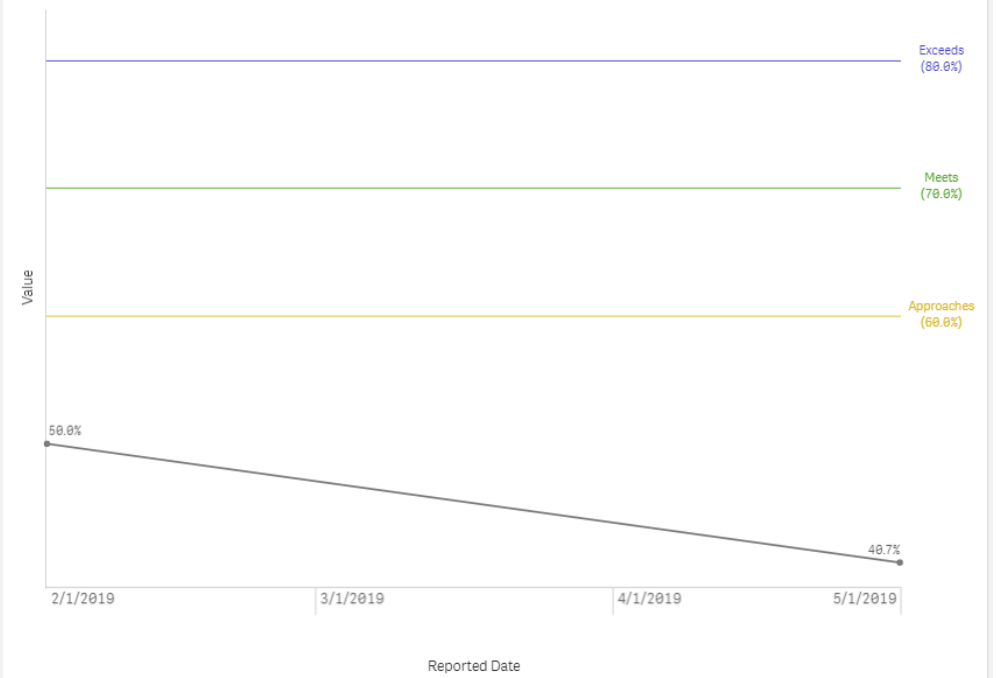


### 3.2 Reading Growth (5 points possible)

From FY18 to FY20, the aggregate percentage of students who show growth in reading and language comprehension skills using quarterly reading probes (such as Easy CBM, Newsela – school to provide ACNW with samples) at appropriate reading levels will be at least 70.0%.

No Baseline Exists	Current Value: Does Not Meet <span style="font-size: 2em; color: red;">40.7%</span>	Next Milestone: Approaches + 19.3 Points
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Trending



FY19-FY21 Contract by Fiscal Year				
Fiscal Year	Q	Number of students who showed growth in reading and language	Total number of students enrolled in a reading class during the year	Percentage of students who showed growth in reading and language
<b>Totals</b>		<b>22</b>	<b>54</b>	<b>40.7%</b>
2019		22	54	40.7%

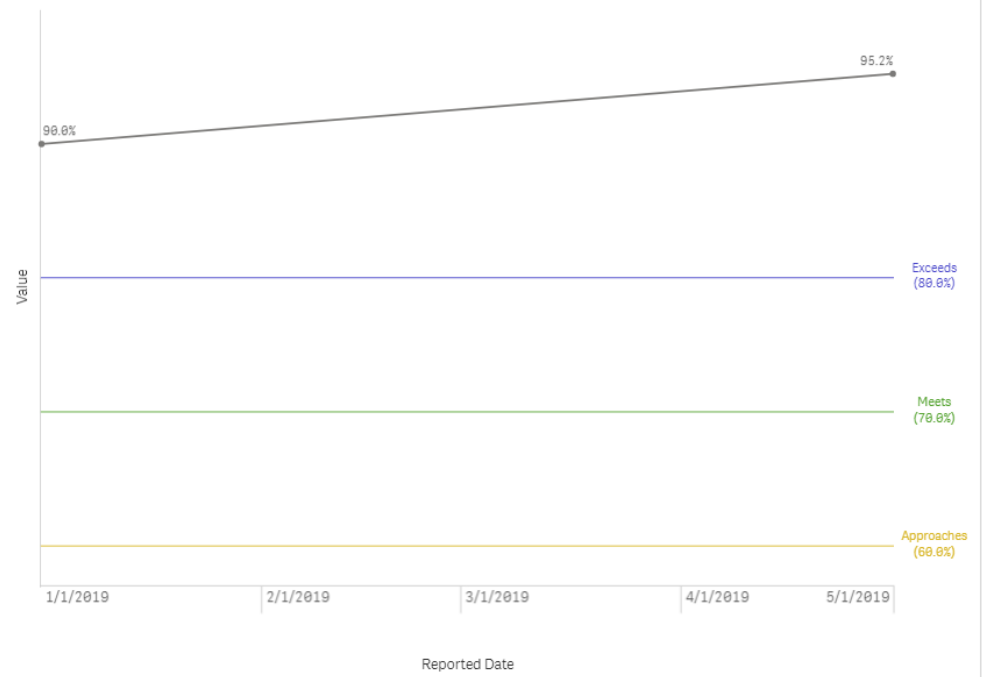
[Detail \(expand to view\)](#)

### 8.3 Overnight Experience Journaling (3 points possible)

From FY19 to FY21 (through December 2020), 70% of students attending overnight experiences will document learning and personal growth through pre-experience and post-experience journaling as measured by a school developed rubric.

No Baseline Exists	Current Value: Exceeds <span style="font-size: 24pt; color: #0070c0;">92.7%</span>	Highest Achievement Reached
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Trending



FY19-FY21 Contract by Fiscal Year				
Fiscal Year	Q	Number of students documenting learning and personal growth through	Total number of students attending overnight experiences	Percentage of students documenting learning and personal growth
<b>Totals</b>		<b>38</b>	<b>41</b>	<b>92.7%</b>
2019		38	41	92.7%

[Detail \(expand to view\)](#)



#### 4.7 SUBSTANCE ABUSE – FIRST READING

EdVisions Cooperative and the School are committed to providing a safe and productive workplace for its members. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary members. The rules apply during working hours to all members of the School while they are on the School premises or elsewhere on School business/field trips.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on School property is prohibited.

Being under the influence of illegal drugs, alcohol, or substances of abuse on School property is prohibited.

Working while under the influence of prescription drugs that impair performance is prohibited.

Consistent with the rules listed above, any of the following actions constitutes a violation of the Cooperative's policy on drugs and may subject a member to disciplinary action, up to and including immediate termination.

Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.

Working or reporting to work, conducting School business or being on School property while under the influence of an illegal drug or alcohol, in an impaired condition, or having the appearance (odor on breath, slurred speech, etc.) of being under the influence.

So that there is no question about what these rules signify, please note the following definitions:

**School property:** All Cooperative/School owned or leased property including vehicles, parking lots and land.

**Controlled substance abuse:** Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.

**Drug:** Any chemical substance including alcohol that produces physical, mental, emotional, or behavioral change in the user.

**Drug paraphernalia:** Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.

**Illegal drug:**

**a.** Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.

**b.** Any drug, including – but not limited to – a prescription drug, used for any reason other than that prescribed by a physician.

**c.** Inhalants used illegally.

**Under the influence:** A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

## FIRST READING: POLICY 4.4-4.6

### 4.4 HARASSMENT, INCLUDING SEXUAL HARASSMENT

Academic Arts High School and EdVisions Cooperative are committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

If ~~you a staff member~~ believes ~~you they~~ have been the victim of harassment, or know of another employee who has, they should contact the Personnel Committee report it immediately. If contacting the Personnel Committee is not an option, staff members should contact HR at EdVisions. For issues regarding harassment of or by students, staff members should contact the Behavior Lead. Employees can raise concerns and make reports without fear of reprisal.

~~Any staff member who becomes aware of possible harassment should promptly advise the Personnel Committee who will handle the matter in a timely and confidential manner.~~

Academic Arts High School has adopted a Harassment and Violence Policy. It is the policy of Academic Arts to maintain a learning and working environment that is free from religious, racial, sexual, or any other type of harassment and violence. This policy refers to staff and to staff harassment.

#### **Policy Against Sexual Harassment, Harassment, and Sexual Violence.**

**Policy:** Harassment is defined as verbal or physical contact, which has the intent or effect of unreasonably interfering with an individual's or group's work performance, which creates an intimidating, hostile or offensive work environment. Verbal and/or physical contact is defined as harassment when:

- Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or education; or
- Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
- That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education or creating an intimidating, hostile, or offensive employment/educational environment

Harassment could be based on gender, race, religion, sexual preference, sexual orientation, national origin, disability, marital status, and status with regard to public assistance. These are the legally protected areas. However, Academic Arts High School's policy prohibits all forms of harassment, not just those covered by law. Discrimination, sexual harassment, and sexual violence are all against the law. It is the policy of Academic Arts to enforce a "Zero Tolerance" with regard to such behavior and to abide by all federal and state laws which prohibit harassment. Academic Arts will attempt to maintain an employment atmosphere free of harassment, intimidation, and coercion. Supervisory and management personnel of Academic Arts are responsible for implementing this policy and their success in their jobs depends, in part, on a successful implementation.

**Procedure:** Any employee who feels that ~~he/she is~~they are being subjected to harassment, sexual harassment, or violence in any form or ~~he/she has~~they have witnessed sexual harassment, harassment, or sexual violence with regard to an employee, should contact ~~his/her~~their immediate supervisor. If the employee is uncomfortable or unwilling to contact ~~his/her~~their immediate supervisor ~~he/she~~they should contact the Lead Teacher or Board Chair.

The following procedure will be used by Academic Arts in each reported case of an incident of sexual harassment, harassment, or sexual violence. In all reported incidents, a prompt, thorough, and fair investigation will take place, giving careful consideration to protect the rights and dignity of all people involved. In addition, appropriate disciplinary action will be taken when it is determined that individuals have violated this policy.

**~~NO RETALIATION OF ANY KIND WILL OCCUR BECAUSE YOU HAVE A STAFF MEMBER HAS REPORTED AN INCIDENT OR SUSPECT SEXUAL HARASSMENT, HARASSMENT, OR SEXUAL VIOLENCE. WE ENCOURAGE YOU TO HELP US KEEP ACADEMIC ARTS HIGH SCHOOL FREE OF HARASSMENT AND SEXUAL VIOLENCE.~~**

In summary, it is the belief of Academic Arts that most employees conduct themselves in a professional manner. However, if harassment or sexual violence occurs, Academic Arts is confident that the procedures outlined above will assist the employee in better understanding how to deal with this issue.

#### **4.5 TELEPHONE USE**

Academic Arts High School's telephones are intended for the use of serving ~~our~~ students and ~~in~~ conducting the School's business.

Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief ~~to avoid congestion on the telephone line.~~

~~To respect the rights of all members and avoid miscommunication in the school, members must inform family members and friends to limit personal telephone calls during working hours.~~

If a staff member is found to be deviating from this policy, ~~he/she~~they will be subject to disciplinary action ~~(See Section 3.13, Corrective Action).~~

#### **4.6 PUBLIC IMAGE**

~~Dress code for Academic Arts employees follows the same policy as students.~~ Academic Arts High School encourages students, parents/guardians, staff and community members to dress appropriately for school activities and in keeping with community standards. When a member of the community is offended by another's clothing, that individual should call for a mediation to discuss how to resolve the issue. It is not the intent of this policy to abridge the rights of staff to express political, religious, philosophical or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene,

defamatory or profane. Understanding that student dress is not always appropriate for employees to wear, any concerns about dress can be addressed through the previously stated process.

First Reading: 04/16/2019

## SECOND READING – POLICY 4.1 THROUGH 4.3

### 4.1 Work Rules and Standards

The work rules and standards of conduct for EdVisions Cooperative/Academic Arts High School are important, and the Cooperative regards them seriously. All staff members are urged to become familiar with these rules and standards. In addition, staff members are expected to follow the rules and standards faithfully in doing their own jobs and conducting the School's business. Please note that any staff member who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.13, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records ~~(See Section 5.2, Timekeeping);~~
- Working under the influence of alcohol or illegal drugs ~~(See Section 4.7, Substance Abuse);~~
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace ~~(See Section 4.7, Substance Abuse);~~
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of Cooperative-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment ~~(See Section 4.4, Harassment, Including Sexual Harassment);~~
- Excessive absenteeism or any absence without notice ~~(See also, Section 4.2 Attendance/Punctuality and 4.3, Absence without Notice);~~
- Unauthorized use of telephones, or other School-owned equipment ~~(See Section 4.5, Telephone Use);~~
- Using school equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
- Unauthorized disclosure of student records or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

### 4.2 ATTENDANCE/PUNCTUALITY

Academic Arts High School expects that every staff member will be regular and punctual in attendance. This means being in the school, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other staff members and on the School.

If ~~you are~~ staff member is unable to report for work for any reason, they should notify a direct supervisor or ~~office manager~~ the Administrative Manager via telephone and email and other team members before regular starting time. ~~You are~~ The staff member is responsible for speaking directly with a direct supervisor or ~~office manager~~ Administrative Manager regarding ~~your~~ their own absence. It is not acceptable to leave a message on a voice-mail, except in extreme emergencies. In the case of leaving a voice-mail message, a follow-up call must be made later that day.

Should undue tardiness become apparent, disciplinary action may be required.

### 4.3 ABSENCE WITHOUT NOTICE

When ~~you are~~ staff member is unable to work owing to illness or an accident, the staff member please-must notify a direct supervisor or ~~office manager~~ the Administrative Manager. This ~~will allow~~ allows the school to arrange for temporary coverage of ~~your~~ the absent staff member's duties, ~~and helps other members to continue work in your~~ absence. If ~~you do not~~ a staff member does not report for work and the school is not notified of ~~your~~ that staff member's status, it will be assumed after two consecutive days of absence that ~~you have resigned~~ the absent staff member has resigned, and ~~you will~~ that staff member shall be removed from the payroll.

If ~~you become~~ a staff member becomes ill while at work or must leave the office for some other reason before the end of the workday, ~~be sure~~ the staff member must to inform another member of the ~~Teacher Professional Partnership~~ TPS committee or their direct supervisor of the situation.

*First Reading: 03/19/2019*

*Second Reading: 04/16/2019*

## **BYLAWS REVIEW ARTICLES I THROUGH III – FIRST READING**

### **ARTICLE I PURPOSE, MISSION, AND VISION**

The purposes of Academic Arts High School, henceforth referred to as AAHS, are as stated in its Articles of Incorporation, formerly River Heights Charter School, for nonprofit and educational purposes pursuant to the school's mission and vision which are as follows:

#### **Vision:**

*A generation of young people who navigate the world with the awareness, knowledge, attitudes, and skills necessary to make a positive impact.*

#### **Mission Statement:**

*Learn by doing. Embrace your place in the world.  
Prepare for the future. And make friends along the way.*

### **ARTICLE II OFFICES**

AAHS shall have and maintain a registered office in the state of Minnesota which may be, but not need be, identical with the principal office in the State of Minnesota.

### **ARTICLE III MEMBERSHIP**

Section 1. Members: Members of the Board of Directors of AAHS shall consist of parents, guardians of currently or previously enrolled students, community members, and staff employed by AAHS.

Section 2. Annual Meeting: The annual meeting of the members and Board Elections of AAHS (pursuant to Article IV hereafter) shall be held at such time and location as determined by the Board of Directors. Board Elections and the Annual Meeting will be held on a day in which Academic Arts High School is in session. Notification shall be by a posting on the Academic Arts High School website and posting in the front entryway of the school premises. Notice of the meeting will contain the date, time and place of the meeting and will be posted at least thirty (30) days prior to the meeting date.

Section 3. Special Meeting: A Special Meeting of Members may be called at any time by a majority vote of the Board of Directors. Notification of the meeting shall be via posting in the front entryway of the school premises, school website, email, telephone, or postal service no fewer than three (3) days prior to the meeting. Such notice shall contain the date, time, place and purpose of the meeting.

Section 4. Quorum: For any annual or special meeting, a majority of the voting members shall constitute a quorum.

Section 5. Voting: At each annual meeting of the membership, every voting member shall have one (1) vote. Members may vote in person or by proxy when voting in new Member(s) of the Board of Directors. The affirmative vote of a majority of a quorum of voting members shall constitute a duly authorized action of the membership.





AUDUBON CENTER OF THE NORTH WOODS - CHARTER SCHOOL DIVISION

43 Main Street SE, Suite 507 • Minneapolis, MN 55414 • 612-331-4181

April 17, 2019

Academic Arts High School  
Board of Directors  
c/o Amy Charpentier, Board Chair  
TPS Team  
60 Marie Avenue East, Suite 220  
West Saint Paul, MN 55118

Dear Board of Directors and TPS Team,

Thank you for the March 22, 2019 response submitted by Academic Arts High School (AAHS) to the Audubon Center of the North Woods (ACNW) related to the complaint regarding a student/teacher conflict and Special Education process concerns received by ACNW. ACNW's policy for responding to complaints can be found on her [website](#) – ACNW\_Grievance Policy\_05.25.2016

As a result of this complaint, we requested that the school provide the following information:

1. What is the school intake process for students who have IEPs, particularly those who have been placed in setting four prior to enrollment at AAHS?
2. How does the school ensure that all staff expected to interact with the students are aware of the specification of the IEP?
3. What is the process for revising students' IEPs if additional services, accommodations or modifications are necessary?
4. Provide a narrative for how the school policy for Crisis Management, Discipline Policy and threat assessment were, or were not followed in the instance of this complaint.

In the response dated March 22, 2019, AAHS provided the requested information, including its policies and narrative responses. The response submitted satisfies ACNW's inquiry at this time. We do, however, reserve the right to request additional information should we deem such information necessary.

ACNW provides the following comments in response to the AAHS submission.

1. In the school's response the school indicates that an intake meeting takes place upon enrollment to the school. If the student can successfully complete six weeks in school, the federal setting will be changed. It seems as though this change is more suited to what the school and not specifically to the student's need. This raises an additional question of what supports are those student being provided up to and until their settings are adjusted?
2. Though the school practices no contact the school's Crisis Team & Procedures policy states "Minnesota Statute 121A.582 Sub 1. Students Discipline; Reasonable force standard. (a) A teacher or school principal, in exercising the person's lawful authority, may use reasonable force when necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another. In speaking with staff involved it does not appear that the staff involved used unreasonable force or was out of compliance with the school's policies.

3. The school states in its response that an assessment was made by the TPS and Crisis Management team that there was no immediate danger or that it was a “transient threat.” How are the people on this team equipped to truly assess whether or not there was threat to the teacher? The fact remains that the teacher felt that this was a real and credible threat and the school failed to address those concerns adequately.

We appreciate the school’s attention to this matter and we hope that you will continue to engage in constructive reflection to ensure that all staff and students feel safe and that there is a constructive school environment. No further action is required at this time.

Sincerely,



Rhianon Sargent  
Authorizing Specialist, Operations and Governance

CC: Tamera Pulver, Special Education Director, AAHS

## **Academic Arts Family Leave Policy (portion of 6.8.1) – SPECIAL REVIEW**

Academic Arts High School provides 6 calendar weeks of family leave at 100% of salary for a new child regardless of medical need (i.e. birth mothers, fathers, and adoptive parents all qualify) in conjunction with the forfeit of 10 days of accrued PTO. Without forfeit of 10 days of PTO, leave would be at 60% of salary.

Those taking Family/Medical Leave are not responsible for the duties that fall under their job description, however, some duties within the job description, as well as outside of it, can be contracted to the employee upon Personnel Committee approval.

## **THIRD READING-POLICIES 3.21-3.26**

### **3.21 CRIMINAL BACKGROUND CHECK**

A criminal background check will be conducted on all school ~~members~~staff members and independent contractors working on the premises. Volunteers may also be required to complete a background check depending on frequency, student contact and/or duties. Employees ~~will~~may be required to pay this cost.

### **3.22 PARKING**

~~Staff m~~Members must park their cars in areas designated and provided by the School.

### **3.23 VISITORS IN THE WORKPLACE**

To provide for the safety and security of staff members, visitors, and the facilities, only authorized visitors are allowed in the school/workplace and will be required to sign in. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards ~~member~~staff welfare, and avoids potential distractions and disturbances.

All visitors must enter through the main reception area. Authorized visitors will be escorted to their destination and should be accompanied by a staff member at all times. Confidential information should not be in the viewing area of the visitor. All staff are empowered to inquire about the status of a visitor if unsure whether the visitor is authorized. All staff are responsible to take notice and acknowledge the presence of a visitor.

### **3.24 SUPPLIES; EXPENDITURES; OBLIGATING THE COOPERATIVE**

Each staff member is responsible for knowing the amount allocated in the general budget and grants to their area of duties, specifically related to purchasing. Purchases must pertain to the purchaser's area of expertise and budget, and all purchases ~~over \$150.00~~ must be approved by the financial committee. Staff may not purchase beyond the amount allocated for their area and any expense made beyond this limit does not bind EdVisions Cooperative or Academic Arts High School to cover the purchase.

### **3.25 EXPENSE REIMBURSEMENTS AND STIPENDS**

~~All reimbursement requests and stipends must be approved by the financial committee prior to reimbursement or payment.~~  
RESCINDED.

### **3.26 WHISTLEBLOWER**

A whistleblower as defined by this policy is an employee of EdVisions Cooperative who reports an activity that ~~he/she~~they considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor at their site or to the EdVisions Cooperative's Administrator if complaint is not resolved. The ~~employee-staff member~~ must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The ~~Company-School~~ will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes ~~he/she is~~they are being retaliated against must contact their immediate supervisor or the EdVisions Cooperative's Administrator immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the school site's director or school board who is responsible for investigating and coordinating corrective action.

~~Employees-Staff members~~ with any questions regarding this policy should contact the EdVisions Cooperative's Administrator.

*First Reading: 02/19/2019*

*Second Reading: 03/19/2019*

*Third Reading: 04/16/2019*

Gregory A. Schnagl, Ed.D.  
TeacherCentricity, LLC  
298 Timberline Trail  
Vadnais Heights, MN 55127

May 6, 2020

Julie Peterson, Special Education Case Manager  
Academic Arts High School  
60 Marie Avenue East - Suite 220  
West Saint Paul, MN 55118

Julie,

This is to confirm that I, Gregory A. Schnagl, will complete the Curriculum Mapping process for you at Academic Arts High School by May 7, 2020. I will work with you and your teachers prior to those dates to determine an accurate understanding of current curricular offerings, determine curricular gaps in relationship to Minnesota's State Academic Standards, formulate questions, and help in whatever other ways I can to develop a curricular map.

The total estimated fee is \$2,625.00. The fee estimation includes initial fact-finding meetings with each of the four subject-matter teachers, analysis of the data, the facilitation and design of a curriculum map, and a personal presentation of the findings.

Academic Arts High School will be invoiced monthly.

**Scope of Work**

Service			
Initial Meetings			
Data Analysis			

Stand-Up Meeting Facilitation			
Curriculum Map Design			\$500
Present Findings			\$125
<b>Total Estimated Cost</b>			<b>\$2,625.00</b>

Terms of payment are 30-days net. If the scope of work changes, any additional time will be charged at the hourly rate of \$125 per hour to be added to the respective monthly invoice.

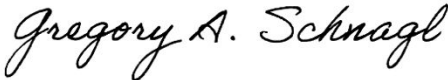
Please sign one copy and return it, and let me know at your convenience when you would like to begin the preparatory work.

Thank for the opportunity. I'm looking forward to assisting you.

Sincerely,

Gregory A. Schnagl, Ed.D.  
TeacherCentricity, LLC  
**Acceptance**

This letter of intent is accepted and forms an agreement between Academic Arts School as represented by Julie Peterson and TeacherCentricity, LLC as represented by Gregory A. Schnagl.

For TeacherCentricity, LLC as represented by Gregory A. Schnagl, Owner  


Gregory A. Schnagl

Date

For Academic Arts High School as represented by Julie Peterson

\_\_\_\_\_  
Julie Peterson

\_\_\_\_\_  
Date



## EDVISIONS COOPERATIVE CONTRACT

**THIS AGREEMENT** is made and entered into effective as of **July 1, 2019** by and between **EdVisions Cooperative**, a Minnesota cooperative (“**EdVisions**”) and **Academic Arts High School** a Minnesota nonprofit corporation charter school (“**School**”).

**WHEREAS**, the School operates a public charter school located in **West St. Paul**, Minnesota designated Independent School District **#4119**.

**WHEREAS**, EdVisions operates a professional cooperative association of teachers as owners that contracts with charter schools to supply a learning program.

**WHEREAS**, the School Board desires to retain EdVisions to provide educational and management services to the School through a Teacher Professional Partnership (as such term is defined below), and EdVisions desires to provide such services on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual conditions and promises as hereinafter set forth, the parties agree as follows:

### ARTICLE I DEFINITIONS:

1. **EdVisions Cooperative/EdVisions** – the legal entity defined above.
2. **School** – the legal entity defined above that is the charter school.
3. **School Board** - the Board of Directors of the School.
4. **Site** – the actual location of the School.
5. **Site Personnel Committee** – a committee at the School designated to make employment decisions and otherwise interact with the Staff at EdVisions Office.
6. **Personnel Team Lead(s)/Director** – the specific individual or individuals specifically identified by the School in a writing submitted to EdVisions during the Term of this Agreement.
7. **Staff at the Site** – the people employed by EdVisions and assigned to the School/Site.
8. **Staff at EdVisions Office** - the employees of EdVisions coordinating the functions of EdVisions Cooperative.
9. **Teacher Professional Partnership** - a group of educators contractually placed in the position of authority and given legal responsibility for fulfilling the vision and mission of the charter school.

### ARTICLE II RESPONSIBILITIES:

EdVisions and the School Board agree as follows:

1. The Staff at the Site are responsible for providing an educational environment and setting that will fulfill the vision and mission of the School in accordance with a

- Teacher Professional Partnership model. The Site Personnel Committee/Director will provide appropriate daily supervision to ensure the success of the School.
2. The Site Personnel Committee/Director will make employment recommendations to the Staff at EdVisions Office including employment terms, specifically, hiring, firing, setting salaries, wages or other compensation.
  3. Staff at EdVisions Office will provide oversight for human resource (HR) management activities such as hiring, firing, evaluation, crisis intervention, personnel issues, and labor law compliance for Staff at the Site and assist with all aspects of employee management (the “**Human Resource Management Services**”). The Staff at EdVisions Office will deliver these Human Resource Management Services by working directly with the Site Personnel Committee or site-based management team through HR Training days, email, phone communications and site visits as needed.
  4. EdVisions will be the employer of the Staff at the Site.
  5. EdVisions will provide payroll service, manage fringe benefits, workers’ compensation, unemployment compensation, teachers’ and employees’ retirement, social security and professional liability insurance for the Staff at the Site.
  6. The School Board hereby agrees that the Staff at the Site will provide educational services to students enrolled in the School and curriculum development pursuant to the terms and conditions contained herein, and in conformance with normal professional standards and specifically to:

Fulfill the mission and vision set forth in the school’s charter.

In exercising the above responsibilities, EdVisions at all times reserves the right of direction and control of the Staff at the Site and has the right to hire, reassign and fire any of the employees that comprise the Staff at the Site for any action or activity of employee related to the services set forth above. EdVisions will consider recommendations of the School Board and/or the Site Personnel Committee/Director regarding hiring and firing, but final legal authority remains with EdVisions.

### **ARTICLE III LIMITATION AND EXTENT OF AUTHORITY.**

The School Board grants the Staff at the Site authority and autonomy for school-level operations such as:

1. Developing Learning program
2. Providing General Day to Day management of the School, including but not limited to:
  - a. Purchasing
  - b. Facility Management
  - c. Transportation
  - d. Food Service
3. Creating Schedules
4. Determining School Level Policy
5. Determining Teacher Work Hours
6. Selecting Colleagues
7. Choosing School Leaders
8. Arranging Professional Development

9. Evaluating Staff at the Site
10. Providing input regarding termination/transfer of individuals who make up the Staff at the Site.
11. Developing the Budget
12. Determining Compensation
13. Setting Staff Pattern(s)
14. Determining Assessments

The School Board and EdVisions acknowledge that this grant of authority by the School Board to the Staff at the Site is meant to clarify that even though the Staff at the Site are employees of EdVisions per the terms of this Agreement, the Staff at the Site has the authority to bind the School Board on the above matters.

The School Board, in addition to its authority granted to it under Minnesota Chapters 317A, retains the authority to:

1. Maintain the Mission and Vision of the School
2. Approve the Budget of the School
3. Develop and approve School Policies
4. Enter into contracts on behalf of the School, including this EdVisions Contract
5. Approve and enter into Lease Agreements for facilities for the School
6. Evaluate and assess effectiveness of the above responsibilities

This Agreement does not grant EdVisions any authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the School Board or to bind the School Board in any manner outside of the terms listed above and elsewhere in this Agreement. In addition, this Agreement does not grant the School Board any authority or right, expressed or implied to assume or create any obligation or responsibility on behalf of EdVisions.

#### **ARTICLE IV TERMS AND TERMINATION:**

1. The duration of this Agreement shall be from **July 1, 2019**, the effective date of this agreement, through **June 30, 2020** unless otherwise terminated pursuant to the terms and conditions contained herein.
2. This Agreement may be terminated prior to June 30, 2020 by mutual written consent of the School Board and EdVisions.
3. The School Board and EdVisions shall begin negotiations for the next contract within sixty (60) days prior to expiration of this Agreement. The current contract will remain in effect until a new contract is adopted or the current contract is terminated by mutual consent of the School Board and EdVisions.

#### **ARTICLE V PAYMENTS:**

1. The School shall pay EdVisions the amount necessary to cover the wages/salaries/benefits that may arise as a result of employment of the Staff at the

Site plus a 2% administrative fee on all such amounts remitted. Schools in the first three years of operations will pay an additional startup fee that will be an additional 1.5% year 1, 1% year 2 and 0.5% year 3. The monthly payment amount shall be based on actual costs for the month.

2. Additional charges may occur based upon the provision of additional services or changes in costs of services.
3. EdVisions will invoice the School prior to the monthly payroll and the School will provide payment for the invoiced amount by the date stated on the invoice each month. Payment must be received by EdVisions no later than the 15<sup>th</sup> of each month. Three late payments will result in a 10% surcharge on subsequent billings that will accumulate to build a one (1) month prepayment on account for the School to cover possible future late payments.
4. Any other costs incurred by EdVisions on behalf of the School will be billed to the School. These costs may include but not be limited to: TRA, worker's compensation, unemployment insurance, professional liability insurance; specific legal fees; and excessive HR issues.

#### **ARTICLE VI INSURANCE AND INDEMNIFICATION:**

1. The School will secure and maintain in full force and effect during the term of this Agreement, liability coverage insurance including \$1,000,000 each Occurrence / \$2,000,000 General Aggregate Limits and a \$1,000,000 Umbrella limit, including Additional Insured coverage. The insurance policy shall include EdVisions as a named insured.
2. The School will defend, indemnify and hold harmless EdVisions, its Board of Directors, officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, school and educators professional liability, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the School.
3. The School will provide EdVisions a Certificate of Insurance for liability coverage including \$1,000,000 each Occurrence / \$2,000,000 General Aggregate Limits and a \$1,000,000 Umbrella limit, including Additional Insured coverage with primary and non-contributory wording and hold harmless wording in EdVisions favor and naming EdVisions as additionally insured.

#### **ARTICLE VII MISCELLANEOUS PROVISIONS:**

1. **Entire Agreement.** This Agreement supersedes all prior agreements and understandings, both written and oral, between parties hereto with respect to the

subject matter hereof, and no party shall be liable or bound to the other in any manner by any warranties or representations not set forth herein.

2. **Successor or Assigns.** This Agreement may not be assigned by either party.
3. **Notices.** All notices, requests and demands provided for in this Agreement shall be delivered to:

If to EdVisions:

**EdVisions Cooperative**  
**P.O. Box 183**  
**111 S. Meridian St.**  
**Belle Plaine, MN 56011**

If to the School Board:

**Academic Arts High School**  
**60 Marie Avenue East**  
**West St. Paul, MN 55118**

4. **Modification or Waiver.** Any of the terms or conditions of this Agreement shall be waived, modified or amended only by mutual written consent of the parties. Such waiver, modification or amendment shall not constitute a continuing waiver, modification or amendment in future agreements.
5. **Governing Law.** The parties hereby agree that this Agreement shall be construed, enforced and governed by the laws of the State of Minnesota.

**EDVISIONS COOPERATIVE**

**Academic Arts High School**

\_\_\_\_\_  
BY: Kevin Fitton, President

\_\_\_\_\_  
BY: \_\_\_\_\_, Board Chair

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into between the County of Dakota, a political subdivision of the State of Minnesota, through its Social Services Department, ("County") and \_\_\_\_\_ ("School").

**WHEREAS**, the sole purpose of this Memorandum is to encourage cooperation between the County and the School and to further detail the separate and distinct roles and responsibilities of each party hereto; and

**WHEREAS**, the School and the County must collaborate to develop and implement clear written procedures governing how transportation to maintain children in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the child's time in foster care through procedures that ensure that:

- Children in foster care needing transportation to their schools of origin will promptly receive that transportation in a cost effective manner and in accordance with section 475(4)(A) of the Social Security Act; and
- If there are additional costs incurred in providing transportation to the school of origin, the School will provide such transportation if (1) the County agrees to reimburse the School for the cost of such transportation; (2) the local educational agency agrees to pay for the cost; or (3) the local educational agency and local child welfare agency agree to share the cost. (Every Student Succeeds Act, 20 U.S.C. 1112(c)(5)(B)); and

**WHEREAS**, County and School have agreed that individual student circumstances vary such that decisions regarding transportation needs will need to be made case-by-case considering a set of guiding principles; and

**NOW, THEREFORE**, the parties hereto agree that it is in the best interests of all concerned to enter into this Memorandum.

### I. ROLES AND RESPONSIBILITIES

- A. It is understood that County and School will make use of the following strategies in determining transportation methods and costs for children in foster care remaining in their school of origin, with attention to promptly accessing cost-effective transportation that accounts for the student's needs.
1. If the foster care placement is in the school of origin attendance area, the School arranges for and covers the costs of transportation.
  2. If the foster care placement is not in the school of origin attendance area but is still within the school district, the County will first inquire with the foster parent to determine whether the foster parent is able to transport the student to school. If the foster parent is able to provide transportation, the foster parent transportation costs are the County responsibility consistent with placement reimbursement.
  3. If the placement is not in the school of origin attendance area but is still within the school district, but the foster parent is unable to transport the student to school, the School arranges for and covers the costs of transportation.

4. If the foster care placement is outside the student's school of origin school district, decisions regarding the most appropriate means of transportation and payment for the costs of transportation are determined on an individual basis using a decision making meeting.
  - a. If the student has an Individualized Education Plan ("IEP"), the decision making meeting to determine transportation responsibilities will include the IEP case manager, district representatives from both the school of origin and the school serving the area where the student is in foster care, the placement social worker, and a representative from the County supervising placements. The decision making meeting will discuss the viability of continued special services from the school of origin district considering the student's needs for educational stability and program stability. It will further determine available transportation options, which may include cab service, specialty transportation service, or engagement of informal support options available to the student or foster family, and the appropriate funding path to address transportation costs.
  - b. If the student does not have an IEP, the decision making meeting will include a district representative from the school of origin, the placement social worker, and a representative from the County supervising placements. The decision making meeting will discuss the viability of remaining in the school of origin considering the student's needs for educational stability and any activities or programs important to the student's school experience. The parties will further determine available transportation options, which may include cab or transportation service, or engagement of informal support options available to the student or foster family, and the appropriate funding path to address transportation costs.

## II. ADDITIONAL COUNTY RESPONSIBILITIES

- A. The County has designated a dedicated point of contact for local educational agencies: Donna LaBeau, school liaison, at 952.891.7336 or [donna.labeau@co.dakota.mn.us](mailto:donna.labeau@co.dakota.mn.us), or successor. If Donna LaBeau is unavailable, the Interagency Collaborative Coordinator Janell Schilman may assist at 952.891.7449 or [janell.schilman@co.dakota.mn.us](mailto:janell.schilman@co.dakota.mn.us), or successor.
- B. The County seeks Title IV-E reimbursement for transportation costs for those children who are eligible.
- C. The County has established an internal process to notify a local education agency when a child is placed in foster care, or when a change of placement location is necessary.
- D. The County will help facilitate records transfers for pertinent information when a child changes school enrollment.

## III. ADDITIONAL SCHOOL RESPONSIBILITIES

- A. The School will designate a dedicated point of contact for the local child welfare agency and shall provide that point of contact's name, phone number, and email address to the County's school liaison, listed above in Section II. A. within ten (10) business days of executing this Memorandum.
- B. The School will participate in the Minnesota Department of Education pilot project funding for educational stability for students in foster care as applicable, per Laws of Minnesota 2017, 1st Spec. Sess., chapter 5, article 2, section 54.

- C. The School will help facilitate records transfers for pertinent information when notified by the County that a student in foster care is changing school enrollment.

**IV. DISPUTE RESOLUTION**

In the event that the School and the County are unable to reach a decision regarding responsibility to pay additional transportation costs for a student in foster care to remain in the school of origin through the steps described above, the next step is an administrative meeting between the School and County. This meeting will be held within ten (10) business days and will include the Dakota County Deputy Director responsible for Children and Family Services and the designee from the School. Each agency is responsible for providing relevant information from their agency perspective for consideration at the meeting and agrees to engage in good faith efforts to reach a mutually acceptable resolution. Within ten (10) business days, the parties will memorialize their decision in writing. If no agreement is reached, the County’s determination will prevail. Pending the outcome of the dispute resolution process, the student will remain in the school of origin and any additional transportation costs will be paid by the entity previously paying for transportation. If transportation was not provided previously, the School will arrange and provide transportation, and County will cover additional costs, until the dispute is resolved.

**V. GENERAL TERMS**

- A. **Terms.** This Memorandum of Understanding will begin effective as of the date of last signature and will continue through June 30, 2018 (“Expiration Date”) unless otherwise terminated earlier pursuant to the terms hereof. This Memorandum will be automatically renewed for another year term unless either party exercises the rights under the termination clause, Section V.C., prior to the Expiration Date.
- B. **Authorized Representatives.** The following named parties are the Authorized Representatives:

<b>For County:</b>	<b>For School:</b>
Name	Name
Title	Title
Address	Address
E-mail	E-mail
Phone	Phone

- C. **Termination.** Either party may terminate this Memorandum for any reason or no reason by giving the other party thirty (30) calendar days’ prior written notice.
- D. **Confidentiality and Records Management.** For purposes of this Memorandum, all data created, collected, received, stored, used, maintained, or disseminated by the parties in the performance of their duties is subject to the requirements of the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. Chapter 13 and Minnesota Rules, Part 1205 implementing the MGDPA as amended as well as any applicable Federal laws on data privacy and security.

If information is to be exchanged for the purposes of providing services, all necessary Tennessee Notices, consents, releases, or authorizations shall be obtained prior to the release or exchange of such information unless such exchange is otherwise allowed by law.

- E. **Amendments.** This Memorandum may be amended only in writing and authorized by the parties’ Authorized Representatives, as named above.



IN WITNESS WHEREOF, the undersigned have executed this Memorandum on the dates indicated below:

County of Dakota:

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

Name

\_\_\_\_\_

Title

Date of Signature: \_\_\_\_\_

School:

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

Name

\_\_\_\_\_

Title

Date of Signature: \_\_\_\_\_

DRAFT