

School Board Meeting Agenda
Tuesday, June 18, 2019
5:00 pm
AAHS Classroom 122

Present: Amy Charpentier, Josh MacLachlan, Rachael McNamara, David Massey, Katie Seiwart, AAHS TPS Representative:

Absent:

Agenda

1. Call to Order :
2. Conflict of Interest Check:
3. Approval of July 16, 2019 Agenda:
4. Approval of June 18, 2019 Minutes:
5. Public Comments:
6. Financial Report: (Josh MacLachlan - Treasurer, Nate Winter - CLA)
7. TPS Report: (Ex Officio)
 - a. Enrollment:
 - b. ADM:
 - c. School Events:
 - d. TPS Accountability Manager:
 - e. Staffing:
 - f. Committees:
 - i. TPS:
 - ii. Personnel Committee:
 - iii. Evaluation Task Force:
 - iv. Curriculum:
 - v. Financial:
 - vi. PLC Committee:
 - vii. ESSA Task Force:
8. Student Data Report – Katie Siewert

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9. Search Committee for Business Manager/Chief Financial Officer Services
10. Committee to Evaluate Contract with EdVisions
11. Committee to Find Legal Services Provider
12. Strategic Items
 - a. Policy Review:
 - i. 4.8: Tobacco Use – First Reading
 - ii. 4.9: Internet Use – First Reading
 - iii. 4.10: Employee Social Media Personal Use – First Reading
 - iv. 4.7: Substance Abuse – Third Reading
 - v. LICSW Stipend/Lane Proposal - Second Reading
 - b. Board Bylaws Review:
 - i. Article I: Purpose, Mission, and Vision– Third Reading
 - ii. Article II: Offices – Third Reading
 - iii. Article III: Membership –Third Reading REVISIONS
 - c. Review Memorandum of Understanding with Dakota County (ESSA Agreement)
 - d. RACI Team Update
 - e. Update on Notice of Deficiency letter and July 10 meeting with ACNW
 - f. Board member resignations (Josh MacLachlan)
13. Action Items
 - a. Dissolution of RACI team
 - b. Dissolution of committee to Find Legal Services Provider
 - c. Approval of proposal contract with Designs for Learning
 - d. Acknowledgement of resignation of Jill Heroff from board
 - e. Establishment of committee to seek additional board members
14. Formal Review of TPS Committee.
 - a. Summary of June evaluation meeting
 - b. Questions/Comments
 - c. Close meeting
 - d. NOTES (NOT INCLUDED WITH PUBLIC MINUTES - SUMMARY TO BE PROVIDED IN THE AUGUST MEETING)
 - e. Reopen meeting
15. Adjourn

School Board Meeting Agenda
Tuesday, June 18, 2019
5:00 pm
AAHS Classroom 122

Present: Amy Charpentier, Josh MacLachlan, Rachael McNamara, David Massey, Katie Seiwart, AAHS TPS Representative: Ryan Bauer

Absent: Jill Heroff, Leann Lindusky

Agenda

1. Call to Order : Amy Charpentier calls meeting to order at 5:05
2. Conflict of Interest Check: none to announce
3. Approval of June 18, 2019 Agenda
 - a. Josh motions to approve the June 18, 2019 agenda with addendums 13h and 13i, updates to lottery and closure policies. Amy seconds.
 - b. Discussion: none
 - c. Motion Passes with following votes:
 - i. Amy Charpentier Aye
 - ii. Josh MacLachlan Aye
 - iii. Rachael McNamara Aye
 - iv. David Massey Aye
4. Approval of May 21, 2019 Minutes
 - a. Rachael motions to approve the May 21, 2019 minutes. Amy seconds
 - b. Discussion
 - c. Motion Passes with following votes:
 - i. Amy Charpentier Aye
 - ii. Josh MacLachlan Aye
 - iii. Rachael McNamara Aye
 - iv. David Massey Aye
5. Public Comments:
 - a. No public comments to announce

Katie Arrives at 5:10pm

6. Financial Report (Josh MacLachlan - Treasurer)
 - a. Approval of May 2019 Financial Report

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- i. Josh motions to approve May 2019 Financial Report. David seconds.
 - ii. Discussion:
 - 1. Purchased serv
 - 2. etc
 - iii. Motion Passes with following votes:
 - 1. Amy Charpentier Aye
 - 2. Josh MacLachlan Aye
 - 3. Rachael McNamara Aye
 - 4. David Massey Aye
 - 5. Katie Siewart Aye

- b. Approval of May 2019 Disbursements
 - i. Rachael motions to approve May 2019 Disbursements . Katie seconds.
 - ii. Discussion:
 - 1. question on “subscription” item. Identified as “Amazon prime” membership.
 - iii. Motion Passes with following votes:
 - 1. Amy Charpentier Aye
 - 2. Josh MacLachlan Aye
 - 3. Rachael McNamara Aye
 - 4. David Massey Aye
 - 5. Katie Siewart Aye

- 7. TPS Report (Ryan Bauer - Ex Officio)
 - a. Enrollment: 90
 - b. ADM: 90
 - c. School Events:
 - i. Valley fair
 - d. TPS Accountability Manager: Epicenter up to date
 - e. Staffing:
 - i. 1 teacher (math) did not renew
 - ii. 3 paras left throughout year
 - iii. Hiring For:
 - 1. Art
 - 2. Math
 - 3. SpEd
 - 4. 2 Paras
 - f. Committees:
 - i. TPS:

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1. 5 new enrollments
 - ii. Personnel Committee:
 - iii. Evaluation Task Force:
 1. Evals with Rod are completed as per plan developed last year
 - iv. Curriculum:
 1. Working with Greg Schnagl to develop curriculum and scope and sequence for 2018-2019 and beyond
 - v. Financial: Nothing to report
 - vi. PLC Committee: Nothing to report
 - vii. ESSA Task Force: Nothing to report
8. Student Data Report – Katie Siewert
 - a. Details on FY18-21
 - b. Erin Anderson is acknowledged and given the floor.
 - i. Data for SY18-19 will not be available until after MCA scores for that year are available which will be end of the 19-20 school year.
 - ii. School’s renewal determination will include data from the 17-18 school for which ACNW has not received some data.
 1. Several board members note that some data from 17-18 will not be included.
 2. This is not the view of ACNW and will discuss with board members at a meeting to be scheduled in July.
9. Search Committee for Business Manager/Chief Financial Officer Services
 - a. CLA sent letter of agreement for financial management services.
10. Committee to Evaluate Contract with EdVisions
 - a. Josh has been in contact with EdVisions. Proposes that AAHS be allowed to alter contract to be able to buy insurance benefits outside of EdVisions.
 - b. Edvisions will bring proposals to board meeting on 6/26 and get back to school.
11. Committee to Find Legal Services Provider
 - a. Met with two legal services providers.
 - b. Recommending Laura Booth.
 - i. Highly recommended
 - ii. Extensive experience
 - iii. Knows school already
 - c. No need for contract. Using services ad hoc.
12. Strategic Items

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- a. Update on clarified family leave policy language
 - i. New wording of policy identifies hourly staff as eligible for the extended family leave benefits described in policy.
 - ii. Julie is acknowledged and given the floor: hourly staff may not be consistent with what TPS suggests
 - iii. Policy still unclear. TPS to come back with a clear policy by August meeting.
- b. Policy Review:
 - i. 4.7: Substance Abuse – Second Reading
 - 1. Certification process for legal Medical Cannabis is not protected by this policy.
 - 2. Rachael will research and if warranted, will suggest changes by next meeting.
- c. Board Bylaws Review:
 - i. Article I: Purpose, Mission, and Vision– Second Reading - no changes
 - ii. Article II: Offices – Second Reading - no changes
 - iii. Article III: Membership – Second Reading REVISIONS
 - 1. “voting members” definition updated
 - 2. Election process updated
- d. Policy Proposal: LICSW Stipend/Lane Proposal
 - i. LICSW is important designation for which school does not currently have a payscale
 - ii. Mallery is acknowledged and given the floor
 - 1. Did research comparing to local districts
 - 2. Proposal is consistent with SPPS and other schools
 - iii. Julie Peterson Acknowledged and given floor
 - 1. Mallery self-advocated and TPS voted to recommend proposal
- e. Review Memorandum of Understanding with Dakota County (ESSA Agreement)
 - i. Still in draft form.
 - ii. Will continue review process once final draft is given to school
- f. RACI Team Update
 - i. Consider dissolving committee
 - 1. School is using system
 - 2. “RACI Team” has not met for almost a year

13. Action Items

- a. Approval of revisions to 4.1 through 4.3: Work Rules and Standards, Attendance/Punctuality, & Absence Without Notice
 - i. Rachael Motions to approve revisions to policies 4.1-4.3. Katie seconds
 - ii. Discussion: None

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- iii. Motion Passes with following votes:
 - 1. Amy Charpentier Aye
 - 2. Josh MacLachlan Aye
 - 3. Rachael McNamara Aye
 - 4. David Massey Aye
 - 5. Katie Siewart Aye

- b. Approval of revisions to 4.4 through 4.6: Harassment, Telephone Use, & Public Image
 - i. Katie motions to approve revisions to policies 4.4-4.6. Rachael Seconds.
 - ii. Discussion: none
 - iii. Motion Passes with following votes:
 - 1. Amy Charpentier Aye
 - 2. Josh MacLachlan Aye
 - 3. Rachael McNamara Aye
 - 4. David Massey Aye
 - 5. Katie Siewart Aye

- c. Approval of contract for service with EdVision Cooperative (tabled from the May board meeting)
 - i. Josh motions to approve contract with EdVisions cooperative pending potential changes regarding health benefits (as outlined in item 10) from Edvisions board. Katie Seconds
 - ii. Discussion:
 - 1. Edvisions board will consider 2 possible changes to the contract:
 - a. Allow AAHS to seek health insurance independently
 - b. Allow for contract to end on September 30, 2019
 - 2. If EdVisions denies these changes and school ultimately decides to seek outside services then it will proceed as per the contract termination section of the contract.
 - iii. Motion Passes with following votes:
 - 1. Amy Charpentier Aye
 - 2. Josh MacLachlan Aye
 - 3. Rachael McNamara Aye
 - 4. David Massey Aye
 - 5. Katie Siewart Aye

- d. Approval of Letter of Engagement with CLA for financial services
 - i. Katie Motions. Amy seconds.
 - ii. Discussion: None

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- iii. Motion Passes with following votes:
 - 1. Amy Charpentier Aye
 - 2. Josh MacLachlan Aye
 - 3. Rachael McNamara Aye
 - 4. David Massey Aye
 - 5. Katie Siewart Aye

- e. Dissolution of search committee for Business Manager/Chief Financial Officer Services
 - i. Josh Motions. David second.
 - ii. Discussion: Financial management services have been obtained.
 - iii. Motion Passes with following votes:
 - 1. Amy Charpentier Aye
 - 2. Josh MacLachlan Aye
 - 3. Rachael McNamara Aye
 - 4. David Massey Aye
 - 5. Katie Siewart Aye

- f. Approval of 19-20 school calendar
 - i. Josh motions to approve with minor updates (documented in discussion).
Katie seconds.
 - ii. Discussion:
 - 1. ACT can stay on March 24th.
 - 2. MCA testing March 23-25th
 - 3. WIDA: March 16-18
 - 4. Leave NWEA off the calendar (not required by the state to have it on there)
 - 5. Keep May 1st PD day (we can set up PD for all or TPS staff)
 - 6. Take off Oct 4th PD day (this will give us an extra snow day buffer)
 - iii. Motion Passes with following votes:
 - 1. Amy Charpentier Aye
 - 2. Josh MacLachlan Aye
 - 3. Rachael McNamara Aye
 - 4. David Massey Aye
 - 5. Katie Siewart Aye

- g. Approval of budget for FY20
 - i. Katie motions. Rachael seconds.
 - ii. Discussion:
 - 1. Aspirational: 99ADM to afford 4 SpEd and 5 GenEd

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2. Marketing committee established working through summer to recruit
 - a. New logo
 - b. Presence at local events
 - c. Investing in marketing materials
 - d. Streamlining online presence
 - e. “West Saint Paul Neighbor” page on Facebook
 3. TPS committee encourages board members to send resources to
 4. Working budget will be make/revised/updated to be approved in October.
 5. Can’t “Un-hire a teacher”. What if we don’t meet enrollment goals?
 6. TPS will have to make changes if goal is not met.
- iii. Motion Passes with following votes:
1. Amy Charpentier Aye
 2. Josh MacLachlan Aye
 3. Rachael McNamara Aye
 4. David Massey Aye
 5. Katie Siewart Aye

h. Lottery Policy

- i. Kate motions to approve updates to lottery policy. Amy Seconds
- ii. Discussion:
 1. Minor changes needed as per statute
 2. Siblings of students have first priority over children of staff
- iii. Motion Passes with following votes:
 1. Amy Charpentier Aye
 2. Josh MacLachlan Aye
 3. Rachael McNamara Aye
 4. David Massey Aye
 5. Katie Siewart Aye

i. Exhibit M - Closure

- i. Katie motions to approve updates to Exhibit M. David seconds.
- ii. Discussion: Additions to student data section
- iii. Motion Passes with following votes:
 1. Amy Charpentier Aye
 2. Josh MacLachlan Aye
 3. Rachael McNamara Aye
 4. David Massey Aye
 5. Katie Siewart Aye

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Rachel leaves at 6:32pm

14. Formal Review of TPS Committee.

- a. Questions/Comments
 - i. Board would expect more detail in self evaluation from TPS.
- b. Close meeting
 - i. Josh motions to close meeting. Amy seconds.
 - ii. Discussion: None
 - iii. Passes: Unanimous
 - iv. Meeting closes at 6:39pm
- c. NOTES (NOT INCLUDED WITH PUBLIC MINUTES - SUMMARY TO BE PROVIDED IN THE JULY MEETING)
- d. Reopen meeting
 - i. Josh motions to reopen meeting. David seconds.
 - ii. Discussion: None
 - iii. Passes: Unanimous
 - iv. Meeting reopens at 7: 35pm

15. Adjourn

- a. David motions to adjourn at 7:36

4.8 TOBACCO PRODUCTS

The use of tobacco products is not permitted anywhere on the School's premises. Members must follow all rules posted and adhere to all policies associated with this policy (See Sections 3.7, Break Periods and 3.16, Safety).]

4.9 INTERNET USE

Members are allowed use of the Internet and e-mail when necessary to serve our students and conduct the School's business.

Members may use the Internet when appropriate to access information needed to conduct business of the School. Members may use e-mail when appropriate for school correspondence.

Use of the Internet must not disrupt operation of the School's computer network and use of the Internet must not interfere with a member's productivity. Members are responsible for using the Internet in a manner that is ethical and lawful.

Internet messages are public and not private. EdVisions Cooperative reserves the right to access and monitor all files and messages of its members.

4.10 EMPLOYEE SOCIAL MEDIA PERSONAL USE POLICY

Academic Arts High School strives to uphold a positive image in the community. As such, AAHS has adopted a social media use policy to ensure that our employees are aware of their responsibility to maintain a positive image as a representative of our school. AAHS employees that maintain personal social media pages (including, but not limited to, forms of online publishing and discussion, such as blogs, wikis, file-sharing, user-generated video and audio, virtual worlds and social networks) are expected to comply with the guidelines set out within this policy.

It is expected that all employees continue to serve as positive representatives for Academic Arts High School and remain appropriate role models for students outside of regular business hours. It is vital that staff maintain professionalism in their interactions with students and the community. When using social media outlets, employees should conduct themselves in a manner that is appropriate. Failure to do so is a violation of AAHS policy and could put you at risk of disciplinary action up to and including termination.

What is written or published is the employee's responsibility. What a person publishes is widely accessible, and while it can be removed by the owner, all others who can view the content, can save it to their own files, so consider what is published carefully. Trademark, copyright, and fair use requirements must be respected, and sources and references, whenever possible, should be cited and linked to.

Academic Arts High School employees that maintain personal social media pages or accounts are required to comply with the following guidelines as they relate to their association with AAHS:

1. Use of personal social media may not conflict with any of AAHS' existing policies.
2. As an employee of AAHS, online postings always have the potential to impact the school, even those made on a personal level. Online postings should always represent a personal point of view and not necessarily that of AAHS. When posting a point of view, it should neither claim nor imply speaking on AAHS' behalf.
3. Employees may not disclose information on any social media network that is confidential or proprietary to AAHS, its students, its employees or that is protected by data privacy laws.
4. Social fraternization through media and the sharing of personal contact information between school staff and students is strictly prohibited (e.g. the mutual linking of personal accounts, exchanging of cellular telephone number, etc.) Staff may link professional social media accounts with students for the purposes of contact with students regarding school related items or issues the student reports to the staff person.
5. Posts involving the following will not be tolerated and will subject the individual to disciplinary action:
 - a. Discriminatory statements or sexual innuendos regarding co-workers, students, or affiliated community members.
 - b. Defamatory statements regarding AAHS, its employees, or students.
 - c. Negative comments regarding AAHS, its employees, or students.
 - d. Any other statement or pictures deemed offensive to AAHS.
 - e. Employees must be respectful and professional in all communications. Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying.
 - f. Employees must avoid posting any information or engaging in communications that violate state or federal laws.

4.7 SUBSTANCE ABUSE – SECOND READING

EdVisions Cooperative and the School are committed to providing a safe and productive workplace for its staff 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 staff members. The rules apply during working hours to all staff 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.

LICSW Pay Scale Proposal

Licensed Graduate Social Worker (LGSW)

The next level of licensure is known as the Licensed Graduate Social Worker (LGSW) this allows you to do non-clinical social work in a wider variety of jobs as well as enjoying a higher rate of pay for your work. You can also perform supervised clinical social work if under the supervision of a state licensed LICSW with additional supervised experience being required (see below). If you wish to attain the title Licensed Graduate Social Worker (LGSW) in Minnesota, you will need to complete the following steps:

1. You must first get a Master of Social Work degree from a Council on Social Work Education (CSWE) accredited university or college. They will also accept degrees from the Canadian Association of Schools of Social Work (CASW) or a similar accreditation body designated by the board. Alternately, you may hold a Doctorate of Social Work from an accredited school
2. Next you will need to pay the \$77 criminal background check and application fee and pass a fingerprint background check from a state approved agency as part of the application process.
3. You will also need to apply with the paper application you find [here](#). If you prefer you can apply online using the application process you can [find here](#).
4. Once you attain your license, you will need to log 4,000 hours of supervised practice with 100 hours of supervision during those 4,000 hours. You will need to complete the Supervision Plan as part of initial licensing which you can find [here](#). You will also need to provide proof you have completed the supervision by having your Board approved supervisor complete the Nonclinical supervision verification form which you can find [here](#)
5. If you wish to engage in clinical practice after initial licensure, you will need to meet the following requirements: You must log 4,000 to 8,000 hours of clinical social work practice. 200 hours of this must be supervised within the 4 - 8,000 hours logged. Of the 4,000 hours, at least 1,800 hours must be in the form of direct client contact. You will need to submit a Clinical Supervision Plan as found [here](#) to the Board. Your supervisor will then need to complete this Clinical Supervision Verification form after you have logged the required hours.
6. Finally, you must pass the Association of Social Work Boards (ASWB) Master's Level Exam. You will need to pay the \$230 fee and apply for your ASWB Master's Level exam [here](#).
7. To renew your license, you must have successfully completed 40 contact hours of continuing education.

Licensed Independent Clinical Social Worker (LICSW)

The highest level of licensure in Minnesota is the Licensed Independent Clinical Social Worker (LICSW). This level of licensure allows you to practice clinical social work in a private practice or an agency setting. You can also supervise lower levels of licensure (LSW, LGSW, LISW) in a clinical setting. If you wish to hold the title of Licensed Independent Clinical Social Worker (LICSW) in Minnesota, you will need to complete the following steps:

- You must first get a Master of Social Work degree from a Council on Social Work Education (CSWE) accredited university or college. They will also accept degrees from the Canadian Association of Schools of Social Work or a similar accreditation body designated by the board. Alternately, you may hold a Doctorate of Social Work from an accredited school.
- You must log 4,000 hours of clinical social work practice. 200 hours of this must be supervised within the 4,000 hours logged. Of the 4,000 hours, at least 1,800 hours must be in the form of direct client contact. You will need to submit a Clinical Supervision Plan as found [here](#) to the Board. Your supervisor will then need to complete this Clinical Supervision Verification [form](#) after you have logged the required hours.
- You will then need to participate in a CSWE accredited graduate program and complete 360 Clinical Clock Hours. You will need to show you have the following hours:
 - 108 clock hours in biopsychosocial assessment including normative development as well as psychopathology throughout full development of a human life. You will also need to have demonstrated differential diagnosis during this process..
 - 36 clock hours must be in assessment based clinical plans for treatments; the treatment model you create must have measurable goals.
 - 108 clock hours in clinical intervention methods informed by current standards in social work practice as well as the most recent research in the field.
 - 18 clock hours must be logged demonstrating evaluation methodologies.
 - 72 clock hours must be in social policy, cultural context, diversity as well as social work ethics and values
 - 18 clock hours must be logged demonstrating the ability to perform culturally specific clinical assessments as well as interventions.
- You will need to have your graduate program official help you to complete the 360 hours forms which you can find by clicking [here](#).
- Next you will need to pay the \$77 criminal background check and application fee and pass a fingerprint background check from a state approved agency as part of the application process.

- You will also need to apply with the paper application you find [here](#). If you prefer you can apply online using the [application process](#).
- Once you have completed and sent in your application you may apply with the Association of Social Work Boards (ASWB) for their Clinical Level exam. You will need to pay the \$260 fee and apply for your [ASWB Clinical Level exam here](#).
- Once you pass the test you will be eligible to receive your new title of Licensed Independent Clinical Social Worker in the state of Minnesota
- To renew your license, you must have successfully completed 40 contact hours of continuing education.

Minneapolis Public Schools

7.8 National Board Certification on the Standard Salary Schedule: 7.8.1 Qualification: Any professionally licensed teacher in the Minneapolis Public Schools who achieves National Board Certification (NBC) or a recognized equivalent national certification as agreed upon by the Union and the District will qualify for the next lane on the teacher standard salary schedule.

7.8.2 Support specialist contract teachers including speech clinicians, audiologists, school social workers II, psychologists, occupational therapists, physical therapists, and Licensed School Nurses who achieve national, advanced certifications beyond Masters initial licensure in their area of specialty and are in a licensure area that provides services to students of the district through Third-Party Billing shall be eligible for an additional lane change. The following national, advanced certifications shall apply:

- Audiologists– ASHA-CCC-AUD
- Nurses – CNS, CPN, CPNP
- Occupational Therapists – AOTA-BCP
- Psychologists – NCSP
- Physical Therapists – APTA-PSC
- School Social Workers – LICSW, LISW
- Speech Language Pathologists – ASHA-CCC-SLP Other innovative health provider models may be considered on a case-by-case basis upon written request.

St. Paul Public Schools

SECTION 11. CERTIFIED SPEECH CLINICIANS, SOCIAL WORKERS, NURSE PRACTITIONERS

Subd. 1. Certified Nurse Practitioners, Speech Clinicians who hold CCC certification and Social Workers who hold LICSW license will receive a \$3,500 annual stipend paid on an hourly rate over each biweekly pay period. Certified Nurse Practitioners, Speech Clinicians who hold CCC

certification and Social Workers who hold LICSW license that renew their certification at the ten year expiration date will receive an additional \$750.

The employee receives \$1000 the year they seek certification or renewal upon completion of the work required for certification. \$300 of allowance for materials.

What I'm proposing for the AAHS LICSW pay scale:

Continue to follow the AAHS teacher pay scale + \$3,500 annual stipend

BYLAWS REVIEW ARTICLES I THROUGH III – SECOND 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.

REVISIONS

Section 4. Voting Members: Voting members eligible to vote in Members of the Board of Directors shall include staff of the school, board members, and parents/guardians of students enrolled in the school.

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 or plurality of votes 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

June 19, 2019

Board of Directors
Amy Charpentier, Board Chair
Josh MacLachlan, TPS Committee
Academic Arts High School
60 Marie Ave East, Suite 220
West Saint Paul, MN 55118

**NOTICE OF DEFICIENCY
(Intervention Level 2)**

Dear Board of Directors and Josh,

This letter is a formal Notice of Deficiency – Intervention Level 2 – that outlines concerns the Audubon Center of the North Woods (ACNW) has regarding Academic Arts High School (AAHS).

A Level 2 Intervention is signaled as a result of “Failure to meet multiple performance targets; or repeated failure to meet a single performance target.” Should progress not be made in addressing the concerns identified below, ACNW could increase the intervention level as outlined in our “Range of Possible Interventions” (see attached).

Areas of Concern:

Academic Performance

In its most recent Academic Performance Evaluation (see attached), the school received a “Does Not Meet Standard” rating in seven of nine areas. These areas included:

- **Reading Growth**
The school is not demonstrating that students are making expected growth in reading. The school earned only 52% of possible growth index points on the NWEA MAP-Reading, falling far below the 70% target. The school’s average z-score on statewide assessments was -0.674 which indicates that on average, students grew less than expected. Furthermore, the school did not administer an assessment outlined in its contractual goals (or did not provide that data to ACNW).
- **Math Growth**
The school is not demonstrating that students are making expected growth in math. The school earned only 39.9% of possible growth index points on the NWEA MAP-Math, falling far below the 70% target, and the school’s average z-score on statewide assessments was -0.742 which indicates that on average, students grew less than expected. In addition, the school did not administer an assessment outlined in its contractual goals (or did not provide that data to ACNW).

- **Math Proficiency**
The school's performance does not indicate that students are demonstrating proficiency in math. In FY18, the school's math proficiency index, as measured by statewide assessments, was 15.2. The school's math proficiency index has been persistently low.
- **Science Proficiency**
The school's performance does not indicate that students are demonstrating proficiency in science. In FY18, the school's science proficiency index, as measured by statewide assessments, was 20.0, which was a significant decrease from the FY15-17 baseline.
- **Proficiency or Growth in Other Curricular Areas**
Although many of the points in this indicator area will not be available until the FY19 evaluation (which will be issued in early spring 2020), to date the school has not met standard on this measure. The school earned only 41.7% of possible growth index points on the NWEA MAP-Language Arts, falling far below the 70% target.
- **Post Secondary Readiness**
Of the five measures in this indicator area, the school's performance earned points on only two measures. The school has a persistently low, though increasing, 4, 5, 6, and 7 year graduation rate. In addition, the school did not administer a measure outlined in its contractual goals (or did not provide that data to ACNW).
- **Attendance**
In FY18, students attended the school at low rates (76.9%) and inconsistently (only 21.4% of students attended at least 90% of the school year).

In order to remedy these concerns, AAHS must develop a school remediation plan that includes:

- A school improvement plan focused on developing higher expectations for student engagement and learning, implementation of research based and effective instructional strategies, aligning professional development and teacher evaluation school goals and state statute, and implementation of rigorous and standards-aligned curriculum;
- A professional development plan for teachers that is designed to increase student achievement;
- A detailed plan describing how the school will use students' academic data (both normed and curriculum-based) to drive instruction; and
- A three-year financial plan that is aligned to the above.

The remediation plan should result in:

- Increased student engagement and learning;
- Instructional leadership that has successful background in raising student achievement for at risk students;
- Instructional leadership that has the authority to make program, curriculum and staffing changes aimed at increasing student engagement and improving student achievement; and
- A school environment that is safe and conducive to learning for all students.

The school must provide ACNW with the outline of the remediation plan to address the outcomes above by August 30, 2019. ACNW plans to meet with TPS Committee member, Josh MacLachlan, in mid-July and requests the board chair, Amy Charpentier, attend this meeting to discuss this Notice

of Deficiency and related documents in person and clarify any questions the school may have. ACNW will then expect a full School Improvement Plan by October 1, 2019.

It is critical for the school board and leadership to address these areas of concern proactively. Failure to demonstrate significant improvement in the areas outlined above could require further intervention and ultimately impact the school's future.

We at ACNW are genuinely interested in the success of AAHS, and we want the Board of Directors and leadership of AAHS to act now and use this opportunity to develop improved programming to better meet the needs of students and achieve better quality outcomes.

Sincerely,



Erin E. Anderson
Director of Charter School Authorizing
Audubon Center of the North Woods, Charter School Division



Designs for Learning Services, 2019-2020

CONTRACT FOR CONSULTING SERVICES

This contract (hereinafter referred to as "Agreement") is entered into on _____, 2019, between Academic Arts High School, located at 60 Marie Avenue E, West St. Paul 55118, (referred to as "AAHS" and Designs for Learning, 2233 University Ave W, Ste 450, St. Paul, MN 55114 (referred to as "DL").

RECITALS

1. AAHS is a Minnesota non-profit corporation duly authorized and empowered by a Charter Agreement with the Minnesota Department of Education to form and operate a results-oriented Charter School under Minnesota Statutes Section 124D.10 - 124D.11.
2. DL is an educational consulting firm.
3. AAHS's Board of Directors has authorized the school to enter into a contract for services to be provided by DL.
4. DL is willing to provide services for AAHS commencing on July 1, 2019 subject to the terms of this Agreement and pursuant to the laws of the State of Minnesota.

IN CONSIDERATION OF THE RECIPROCAL PROMISES AND AGREEMENTS OF THE PARTIES, EACH AGREEING TO BE LEGALLY BOUND THEREBY, THEY HEREBY AGREE AS FOLLOWS:

SECTION I

The terms and services to be performed under this Agreement by DL and accepted by AAHS's board are listed below and described in Attachments to this Agreement.

1. **Program Support** **Hourly at \$85/hour**
2. **Special Education Additional Direct and Related Services as Requested** **Hourly at \$95 an hour**

SECTION II

AAHS 's Board of Directors hereby retains full authority over and responsibility for its students and the program. DL will communicate with AAHS on a regular basis with regard to subjects of mutual concern.

SECTION III

- A. Either party may terminate immediately or not renew this Agreement upon any of the following grounds:
 1. Loss of the school's charter;
 2. For violation of federal, state and local laws, rules or regulations;
 3. Withholding information necessary for DL to perform its services;
 4. Willful violation of any of the terms and conditions in this agreement by either party.
- B. Either party may terminate this Agreement for any other cause, upon 90 days notice in writing. During this 90 day period, DL will continue to provide applicable services in a timely manner and keep school finance, accounting, and personnel systems up to date. After this 90 day period, DL will transfer all school files, documents, and records in its possession to AAHS.

SECTION IV

- A. With the exception of claims arising under Section IV D of this Agreement, any controversy or claim arising out of or relating to this contract, or the breach thereof, at the insistence of either party, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, unless parties agree mutually on another non-court dispute resolution process. Any claims arising under Section IV D may be instituted by DL in a District Court of the State of Minnesota.
- B. This Agreement may only be modified in writing, signed by both parties.
- C. Because DL and AAHS can be named in lawsuits brought by parents, AAHS employees, former employees, sponsors, and others, with regard to alleged personal injuries arising from acts of negligence by DL or AAHS employees, each shall add the other as additional insured on their own comprehensive general liability insurance policies. Each shall keep said insurance in full force and effect for the duration of this Agreement. Each party agrees to indemnify and hold the other harmless from any damages arising from acts of their own directors, officers, employees and agents. Nothing herein shall be deemed to provide either party with insurance coverage arising from any failure of or claimed non- or mis-performance of either under contracts between them.
- D. AAHS understands and acknowledges that DL is in the business of providing highly skilled individuals to provide services for charter schools and to serve in responsible positions at charter schools, and that hiring those individuals away from DL would undermine DL's business and cause significant and irreparable injury to DL. AAHS therefore agrees that it will not accept any services similar to those which are provided or offered to it by DL from any individual that has rendered services to AAHS on behalf of DL for a period of one year following the termination of the individual's services to AAHS, and that it will not employ or attempt to employ or solicit for employment, any individual that has rendered services to AAHS on behalf of DL, while that individual is providing services on behalf of DL pursuant to this Agreement and for a period of one year following the termination of the individual's services to AAHS. AAHS agrees that in the event that it breaches this Section IV D, DL shall be entitled to injunctive relief restraining AAHS from employing or contracting with the individual or any business employing or contracting with the individual. AAHS further agrees that DL shall be entitled to recover damages suffered as a result of any breach of this Section IV D, together with DL's reasonable attorneys' fees and litigation costs.
- E. In the event that a Court determines that any portion of Section IV D is not enforceable, the legality of the remaining portions shall not in any way be affected, and the Court shall enforce Section IV D to the extent that it is reasonable if it determines that any portion is invalid or unenforceable as drafted.

This Agreement shall terminate on June 30, 2020, unless terminated earlier as provided above or by mutual consent of the parties.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT AT ST. PAUL, MINNESOTA, THE DAY AND YEAR FIRST ABOVE WRITTEN.

[NAME OF SCHOOL]

Designs for Learning

By _____ By _____

Its _____ Its _____

Contact information for Academic Arts High School:

Contact(s) names _James (Josh) MacLachlan_____

Email address(es) ___ josh.maclachlan@academicarts.org_____

Phone number(s) ___ (651) 457-7427_____

Attachment No. 1

Program Support

Includes Mandated Reporting, Evaluation, EL Program Coordination, MARSS Coordination, STAR Reporting, Leader Support, Specialized Consulting, and Capacity Building

Mandated reporting: Hourly, support provided as requested by School Leadership

- Handle applications for federal Titles I, II III and IV funds in SERVS; required follow-up; and work with school administration and business manager amend the application if needed
- Draft and edit World's Best Workforce and School Improvement plans to meet state mandates
- Coordinate data sent to state and Authorizer as requested by school administration
- Alert school administrators to miscellaneous state reporting requirements
- Assist with charter renewals, as requested by school leadership

DL expectations of clients:

- In general, director or other lead staff person to be accessible for communication
- For Title funds administration, be available for meetings and provide information to DL in a timely fashion to facilitate application and management of school's Title funds in SERVS

Fee: Hourly, billed at \$85 an hour

Evaluation services: Hourly, support provided as requested by School Leadership

- Develop and monitor the school's data gathering process; analyze student assessment and program improvement data; can include designing and administering surveys
- Draft Annual Report, under the direction of Director/School Improvement Committee, to meet requirements of the Authorizer, MDE and school stakeholders
- Work with school staff to facilitate data-driven decision-making, based on school goals
- Work with school leadership to facilitate computer-based testing through the Northwest Evaluation Association (for schools which opt to do NWEA/MAP testing through Designs)
- Provide external evaluator services to evaluate grant-funded initiatives or other special projects as requested
- Additional reporting, evaluation or development of evaluation systems, and administration services not included in the above

DL expectations of clients:

- Director or other lead staff person to be accessible for communication
- Be responsive to requests for information pertinent to the school's goals

Fee: Hourly, billed at \$85 an hour

English Learner Program Coordination: assistance in developing English Learner programs and coordinating EL services. Services DL will provide, as requested by school leadership, may include:

- Assess the effectiveness of the EL program; provide input to school leadership for ongoing program improvement
- Advise school leadership regarding what a successful program looks like and how to implement
- Support EL teachers and paraprofessionals: EL Coordinator can provide program support based on an extensive knowledge-base of good practices in teaching language
- Training for classroom teachers: EL Coordinator can train regular-education staff, to help them understand the needs of EL students and to support teaming between mainstream and EL teachers
- ACCESS testing administration support; and help staff interpret and utilize test results

- Serve as liaison with parents, to explain your school’s EL services
- Ensure school distinguishes between EL and potential special education needs
 - Train cultural liaison to explain EL services across cultures

DL expectations of EL coordination clients:

- Director or other identified lead staff person to be accessible for communication
- Be responsive to requests for information pertinent to the school’s EL program

Fees: All EL Coordination support services are billed at an hourly rate as shown in the table below. All plans (except Plan D) listed below are assumed to represent a one-year (school year) contract. Plans with the highest time commitments have the lowest possible hourly rates, while plans with fewer committed hours have higher hourly rates. Additional hours used above and beyond the plan minimum are billed at the same hourly rate as the initial hours; thus you will be “locked in” at the lowest hourly rate you select for the duration of the school year. Any hours up to the minimum that have not been used by the end of the school year will be billed for the current year and may not be “carried over” to another school year.

EL Coord. Support Rates		
PLAN	HOURS	RATE
A	200+	\$75/hour
B	100-199	\$80/hour
C	50-99	\$85/hour
D	-	\$90/hour

NOTE: Support Plan D above does not require a commitment to any specific amount of time, and therefore does not carry minimum hour requirements.

MARSS Reporting Coordination & Submission

- Coordinate with school front desk staff to set up and enter student data into the school’s chosen Student Data Management System.
- Training will be provided to the school’s front desk regarding enrollment paperwork, attendance and truancy reporting. DL staff will collaborate with school’s administrative staff to ensure student data gathering practices are ethical and comprehensive.
- Communicate with school administration, Special Education team, English Learner Team, and Title Program staff to ensure students are properly identified and reported in MARSS (Minnesota Automated Reporting Student System).
- Work with students’ resident districts to correct date overlap errors.
- Qualified MARSS Coordinators will review monthly MARSS data before submitting to the MN Department of Education.
- Complete MARSS upload to MARSS WES according to MDE’s set deadlines. All MARSS submission deadlines will be met.
- Correct all MARSS WES errors for 100% clean MARSS submissions.
- Keep school administration apprised of data gathering changes as MN transitions from MARSS to edifi.

Fee: Hourly, billed at \$65 an hour

STAR Reporting: Designs for Learning will complete the Fall & Spring STAR reporting, in collaboration with the school’s Administration.

Fee: \$85/hour

Leader Support Services:

- Challenge and support leaders' personal and professional growth, including mindfulness and emotional intelligence
- Assist with succession planning
- Support organization development, including "Reinventing Organizations" philosophy and culture
- As a knowledgeable former school director, serve as a "sounding board"
- Provide coaching through structured processes, including Intentional Change Theory
- Facilitate exploring non-traditional funding, e.g. for-profit subsidiaries, impact and program related investments
- Mentor education-oriented entrepreneurs

Note: These services can be for your organization's director, assistant directors, or other staff in leadership positions.

Fee: \$100-\$125/hour

Specialized Consulting:

- Grant writing and proposal development
- Comprehensive School Review: a facilitated process to assess organizational effectiveness and alignment with mission, vision and values; the review helps school leadership identify practical solutions to issues identified by school stakeholders.
- Strategic planning facilitation (available for all types of organizations; Comprehensive School Review sets the stage for more effective strategic planning in schools)
- Systems and organization development
- Director review process support
- Professional development planning for school staff
- Staff development centered on school goals and student learning plans
- Instructional coaching for teachers; helping teachers identify and address shortcomings and improve in the profession
- Facilitate school director search
- Charter school board training: DL crafts customized training for boards which can address the state-mandated topics of Governance, Finance, and Personnel
- Work Based Learning Program Coordination and Certification
- Literacy training and program development services to schools (can be based on the Orton-Gillingham model), including training for school staff and direct instruction to identified students

Fee: \$85/hour / as negotiated

Capacity Building Services:

This service offers schools the benefit of DL staff expertise within a training relationship. Customized training is available to meet organizational needs in various areas in which DL has expertise. DL staff can work with school leadership to define areas of need, approximate hours of training, and a timeline to build capacity within your school. Roles are then decided upon and can be shifted, according to the developed plan.

Fee: \$85/hour

Attachment No. 2 Special Education Service

Additional Direct and Related Services as Requested

(Hourly)

The school board in every district shall employ, either singly or cooperatively, a director of special education to be responsible for program development, coordination, and evaluation; in-service training; and general special education supervision and administration in the district's total special education system. Cooperative employment of a director may be through a host district, joint powers Agreement, or a service cooperative. A director may not be assigned direct instructional duties.

Minn. R. 3525.2405

Indirect and Related Services based on availability:

Fee: \$95 per hour based on professional staff utilized

- Available Service Fields are: School Psychology, Special Education Coordinator, Due Process Consultant, Temporary Special Education Teacher, Autism Spectrum Disorder, Developmental Cognitive Disabilities, Developmentally Delayed, Emotional/Behavioral Disorder, Specific Learning Disability, Transition and Work Based Learning Services, Teacher of the Physically Impaired, DAPE, Blind & Visually Impaired, Occupational Therapy, Speech Language Therapy, and School Social Work.
 - To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, and to provide Direct and Related Services, assessment planning, evaluation and the provision of consultation services, as deemed necessary by the child find process and documented in students' individual education plans (IEPs).
 - The services provided are necessary for the students to make progress on IEP goals and the general education curriculum. The District shall provide an atmosphere that is conducive to learning and shall meet the needs of the students' special physical, sensory and emotional needs, and MDE Monitoring & Compliance Standards. The Contractor will submit billing on a monthly basis or upon the completion of each assessment/consultation services.

The Contractors are duly qualified to perform these services and hold appropriate licensure by the Board of Teaching, the Commissioner of MDE, or the Department of Human Services for the necessary service which they provide. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the District.

The parties agree to the following:

1. The Contractor shall provide a licensed Director of Special Education and/or Special Education Coordinator and additional Service Provider as agreed upon to meet the objectives stated above.
2. The Contractor shall provide services as defined in the Individuals with Disabilities Education Improvement Act, and MN. R. 3525.2405
3. The Director of Special Education will provide oversight to assure that instruction, curriculum, related services, supplemental aids, shall be essentially equivalent to the general education program.
4. The Contractor will submit billings for the base fee, due on or before July 1 and will submit any additional billing on a monthly basis. Billings will reflect service hours and the name of the professional providing the service for related services.
5. The Director of Special Education shall be responsible for the oversight of the contracted services contained within the Agreement.
6. The District shall provide all documentation and data required so that the contractor can meet all State and Federal deadlines and requirements in a timely manner.

7. The District agrees to abide by all legal mandates as defined in the Individuals with Disabilities Education Improvement Act, and MN. R. 3525.

Additional Terms

- Most services will be billed on a prorated monthly basis, unless otherwise stated. Additional services requested by the board and approved by DL will be billed on a monthly basis as incurred.
- Travel time to and from the DL office to provide on-site service is billable at the appropriate service offering rate, but we will make every effort to maximize value of all the time billed.
- Additional support that might require travel is billed at the current IRS approved mileage rates and lodging expenses approved in advance by both parties.
- Work may be performed on-site or off-site as appropriate.
- Invoices not paid within 30 days will be subject to late fees. Outstanding balances are charged at 1% per month, minimum of \$15.
- We recommend that the director of the school, the president of the school's board, and the President of DL (or their designees) meet two or three times to review the quality of currently delivered services and report their findings to the full board.