



# Stillwater

AREA PUBLIC SCHOOLS

REVISED

## Independent School District 834

Stillwater City Hall – 216 North Fourth Street, Stillwater, MN

### School Board Business Meeting Agenda – November 14, 2019 at 6:00 p.m.

- I. **Call to Order**
- II. **Roll Call**
- III. **Pledge of Allegiance**
- IV. **District Mission Statement and School Board Goals**
- V. **Approval of Agenda**
- VI. **Superintendent Report**
- VII. **Introductory Items**
  - A. Student Report
  - B. District Recognition – Rotary Support for Media Centers
- VIII. **Open Forum**

Open Forum allows for 15 speakers with each speaker receiving three minutes.
- IX. **Consent Agenda**
  - A. Minutes of October 24, 2019 Business Meeting
  - B. Minutes of October 24, 2019 Negotiations Closed Meeting
  - C. Minutes of October 24, 2019 Attorney-Client Closed Meeting
  - D. Disbursement Register October 26-November 15, 2019
  - E. Human Resources Personnel Report
  - F. Financial Disbursement Procedural Change
- X. **Reports**
  - A. Community Design Team – Director Burns
  - B. School Calendar – Dr. Bob McDowell
  - C. Second Reading: Policy 534-Unpaid Meal Charges – Policy Work Group
  - D. First Reading: Policy 401-Equal Opportunity Employment – Policy Work Group
  - E. First Reading: Policy 402-Disability Nondiscrimination – Policy Work Group
  - F. First Reading: Policy 520-Student Surveys – Policy Work Group
  - G. District Phone System Upgrade – Mr. John Perry
- XI. **Action Items**
  - A. Secondary Literacy Curriculum – Ms. Rachel Larson
  - B. School Board Liaisons – Community Engagement Work Group
  - C. Final Reading: Policy 410-Family and Medical Leave – Policy Work Group
  - D. Final Reading: Policy 620-Credit for Learning – Policy Work Group
  - E. JPA for Elections between Washington County and School District 834 – Superintendent Pontrelli
  - F. Memorandum on Follow-up to Audit Findings – Chair Ptacek
- XII. **Board Member Reports**
  - A. Board Chair Report
  - B. Working Group Reports
    1. Community Engagement
    2. Finance and Operations
    3. Legislative
    4. Policy
  - C. Board Member Reports
- XIII. **Adjournment**
  - A. Adjourn



**Agenda Item I.**  
**Date Prepared: November 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Call to Order  
Meeting Date: November 14, 2019

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*Background:*

The School Board Chair will call the meeting to order.

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*Recommendation:*

Board action is not required.



**Agenda Item II.**  
**Date Prepared: November 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Roll Call  
Meeting Date: November 14, 2019

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*Background:*

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

**Board Members**

Mike Ptacek, Board Chair

Shelley Pearson, Vice Chair

Liz Weisberg, Treasurer

Sarah Stivland, Clerk

Mark Burns, Director

Jennifer Pelletier, Director

Tina Riehle, Director

Denise Pontrelli, Superintendent of Schools (ex-officio)

Khuluc Yang, Student Representative for 2019-2020

Elise Riniker, Student Representative for 2019-2020

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**Recommendation:**

Board action is not required.



**Agenda Item III.**  
**Date Prepared: November 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Pledge of Allegiance  
Meeting Date: November 14, 2019

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*Background:*

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

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

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*Recommendation:*

Board action is not required.



**Agenda Item IV.**  
**Date Prepared: November 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: District Mission and School Board Goals  
Meeting Date: November 14, 2019

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

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

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

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

Increasing student achievement for ALL students.

Securing long-term financial stability of the district.

Increasing community trust and engagement.

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*Recommendation:*

Board action is not required.



**Agenda Item V.**  
**Date Prepared: November 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Approval of the Agenda  
Meeting Date: November 14, 2019

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*Background:*

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

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*Recommendation:*

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

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



**Agenda Item VI.**  
**Date Prepared: November 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Superintendent Report  
Meeting Date: November 14, 2019

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*Background:*

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

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*Recommendation:*

Board action is not required.



**Agenda Item VII.**  
**Date Prepared: November 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Introductory Items  
Meeting Date: November 14, 2019  
Student Report and District Recognition

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*Background:*

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

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*Recommendation:*

Board action is not required.



**Agenda Item VIII.**  
**Date Prepared: November 1, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Open Forum  
Meeting Date: November 14, 2019

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*Background:*

If you wish to speak to the School Board, you will be able to do so at the start of the school board meeting during Open Forum. You may sign in only for yourself, not other individuals or groups, and only in person. The sign in sheet is made available 30 minutes prior and up to the start of the meeting. Due to time limitations, we will limit the number of speakers to 15 for 3 minutes each. If you spoke at the last meeting, please consider allowing others to sign in before you. After you address the Board, please leave the podium.

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

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

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

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

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*Recommendation:*

This is for informational purposes only.



**Agenda Item IX. A.B.C.D.E.F.**  
**Date Prepared: November 12, 2019**  
**ISD 834 Board Meeting**

Agenda Item: Consent Agenda  
Meeting Date: November 14, 2019  
Contact Person: Varies by item

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**Background:**

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

- A. School Board Meeting Minutes October 24, 2019  
Contact Person: Sarah Stivland, Clerk or Sherri Skogen, Secretary  
A copy of the minutes is included for your review.
- B. School Board Special Meeting Minutes October 24, 2019  
Contact Person: Sarah Stivland, Clerk  
A copy of the minutes is included for your review
- C. School Board Closed Meeting Minutes October 24, 2019  
Contact Person: Sarah Stivland, Clerk  
A copy of the minutes is included for your review
- D. Disbursement Register October 26-November 15, 2019  
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations  
A copy of the register has been distributed to board members.
- E. Human Resources Personnel Report  
Contact Person: Cathy Moen, Executive Director of Administrative Services  
A summary of personnel transactions for the month is included for your review.
- F. Financial Disbursement Procedural Change  
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations  
A summary is included for your review.

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**Recommendation:**

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

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



Independent School District No. 834 – Stillwater Area Public Schools  
Stillwater City Hall, 216 North 4<sup>th</sup> Street, Stillwater, MN  
October 24, 2019 – 6:00 p.m. Meeting Minutes

**I. Call to Order:** The meeting was called to order at 6:03 p.m.

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

**III. Pledge of Allegiance:** Board Chair Ptacek led the Pledge of Allegiance.

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

**V. Approval of the Agenda**

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

**VI. Superintendent's Report**

Superintendent Pontrelli reported on:

- A teacher at SAHS, Stacy Bartlett received the president award for excellence in math and science. Stacy was one of two in the US to receive this award.
- Laura Larsen, Coordinator of Facilities and Site Operations, received the Outstanding Contributor Award by the Minnesota Educational Facilities Management Professionals.
- March 24, 2020 – invited for a capital visit which will include school board members, community members and students.
- Teachers in the middle school and high school participated in learning development this past Tuesday. All staff across the district got together to celebrate achievements and accomplishments. Elementary school staff worked at their schools on special projects.
- Attended girls' soccer quarter final state game.

**VII. Introductory Items**

A. Student Report: Elise Riniker reported:

- Academic report – Students back from MEA break. Seniors and Juniors were touring colleges over break and are working on college applications.
- Activity report – Hosted first student leader meeting with various club leaders with an open forum format. First newspaper issue of Pony Express coming out on 10/31. Theater department is putting on a performance the first two week-ends in November. MN Youth Climate Strike has a Stillwater chapter at SAHS. Broad Spectrum is a new group that developed which is an outlet for minorities to have a voice on podcasts.

- Athletics report - Cross country meet – four boys are going to state and the girls team is going to the state meet as sectional champs. Girls' soccer team was sectional champs. Volleyball has their first sectional quarter final game tonight.
- B. District Recognition: Superintendent Pontrelli recognized the 2019 Summer Success student leaders that made a difference in the lives of our young learners. A video was shared as well as each of the students introducing themselves and sharing their experiences.

## **VIII. Open Forum**

1. Sally Anderson – Community Thread partners with SAS where students interact with older adults. Thank you for partnership. This connection helps to build community.
2. Amy Burback – Stillwater - Community Design Team – needs to provide recommendation for capacity with Brookview and Oak Park.
3. Katie Hockert – Invest in education. As a community let our money talk. Returns are not immediate, however give children of this district money and time to grow.
4. Kate Niemann – Stillwater Township – The Spanish Immersion change is isolating the community design team. Oak Park was not chosen for board meetings, however is this appropriate space for the Spanish Immersion program.

## **IX. Consent Agenda**

- A. Minutes of October 10, 2019 Business Meeting
- B. Disbursement Register September 29-October 11, 2019
- C. Human Resources Personnel Report
- D. Accept Gifts and Donations for September 2019
- E. Collaborative Student Transportation Management Services Agreement
- F. Snow Removal Service Proposals
- G. 2019 District Wide Renovations – Change Orders

*Motion by: Member Stivland to accept and approve; Second by: Member Pearson; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.*

## **X. Reports**

- A. Career Pathways Program  
Principal Bach and some of the Pathways team presented information about the Career Pathways program being developed for 2020-2021. The program is designed to enhance academic achievement, provide more relevance to what students are learning, and offer more real-world opportunities. Through Pathways, students will better understand their career options, get hands-on experience in a variety of areas, and leave high school with marketable skills and experiences. Some flexible scheduling to make time for applied learning will be done through credit by assessment, dual credit and online courses.
- B. Community Design Team  
Director Burns reported the Community Design Team met on October 15. The team worked on the facilities principle that was previously developed and now the group is working towards facility design standards. Factors reviewed include physical structure of buildings, interior finishes, operational finishes, overall property, and community within the facility. Building tours have started. Next meeting is November 4 where the team will look on a gap analysis report and explore district wide scenarios. November meetings will include discussion on the gaps and needs, as well as potential solutions. Board members are at these meetings primarily as listeners.
- C. School Board Building Liaisons

Director Pearson shared the layout of the School Board Liaison program. The importance is to build strong connections with each of the schools in the district, and the presence of board members in the schools aids the board in making the best decision possible as they better understand the needs of students.

School Board members will be assigned two schools/programs per semester and will rotate through remaining schools. After four years, every board member will have rotated through every school. It is requested that at a minimum, board members schedule a tour with the principal and attend at least one other meeting/event throughout the semester.

Board members make all decisions with the good of the entire district in mind, the assignments are not meant to be advocacy positions but to allow board members to gain a broader perspective about the district. School board members do not get involved in administrative issues at individual schools but refer concerns to appropriate staff or the superintendent. Board members are not limited to only attending events at their assigned school(s). The seats will remain constant when new board members are elected.

Plan to bring as an action item on November 14.

The following are mandatory policies. The Second Reading of these policies was presented by Director Stivland.

- D. Policy 410-Family and Medical Leave - No changes since the first reading. Will send through for final reading.
- E. Policy 620-Credit for Learning – PSEO was added in the definitions. The committee will discuss weighted grades and bring back for final reading.

#### **XI. Action Items**

A. 2011A Certificate of Participation (COP) Refunding Resolution

Ms. Hoheisel reported that at the October 10, 2019 board business meeting, Matt Rantapaa from R. W. Baird presented the estimated interest cost savings associated with a potential refunding (refinancing) of the outstanding 2011A COP. A recommendation was made that the Board adopt the resolution to move forward with the sale of Refunding COP with a minimum savings goal of \$500,000.

*Motion to approve the resolution to move forward with the sale of refunding COP with a minimum savings goal of \$500,000 by Member Pearson; Second by: Member Stivland, Vote: 7 ayes; 0 nays, Motion Carried Unanimously.*

B. 2020 Legislative Platform

The Legislative Work Group developed the 2020 Legislative Platform which outlines the District's priorities. This document will be shared with local legislators who represent District 834. The priorities of the platform were reviewed which include increase the basic general education funding formula, further increase the state's share of special education funding and reduce paperwork for special educators and increase funding to support mental health initiatives and increase the physical safety/security of our schools.

*Motion to approve the 2020 Legislative Platform by Member Riehle; Second by: Member Weisberg, Vote: 7 ayes; 0 nays, Motion Carried Unanimously.*

C. World's Best Work Force Advisory Council

Director Pearson reviewed the statute regarding the advisory council for WBWF. Original team was at 16 members. The committee received nine applicants, but one did not live in the school district. Therefore, eight additional names to be included as members of the Advisory Council were provided for review. Request to reserve four spots for students and two additional teachers.

*Motion to approve the additional members to the World's Best Work Force Advisory Council by Member Pelletier; Second by: Member Burns, Vote: 7 ayes; 0 nays, Motion Carried Unanimously.*

**D. Combined Polling Locations 2020**

Ms. Skogen shared that there is a need to re-establish our polling places for 2020. Annually the board will pass a resolution establishing combined polling places for any potential special elections in the upcoming year. The polling locations are determined by the county and provided to the school district for approval.

*Motion for the adoption of the resolution to approve the combined polling locations for 2020 by Member Pelletier; Second by: Member Stivland, Vote: 7 ayes; 0 nays, Motion Carried Unanimously.*

**XII. Board Member Reports**

**A. Board Chair Report**

- No report.

**B. Working Group Reports**

1. Community Engagement – Director Pearson – November 6, 5:30 looking for greeters for an event sponsored by Washington County and Lakeview Hospital. Family road map is being developed by administration to help students/families navigate through their school years.
2. Finance and Operations – Director Weisberg – Next meeting on October 29 at 7:45 am.
3. Legislative – Chair Ptacek – Spent time at last meeting working on the platform. March 24, 2020 is our visit to the Capital. Legislative Breakfast is scheduled. Legislative meet and greet scheduled on November 21.
4. Policy – Director Stivland - Next meeting is November 5.

**C. Board Member Reports**

1. Director Burns – No report
2. Director Weisberg – No report
3. Director Stivland – Plan to attend the AMSD annual conference on November 13 and encourage other board members to join.
4. Director Pearson – Plan to attend the MSBA annual conference is in January, 2020.
5. Director Riehle – No report
6. Director Pelletier – Invited to a meeting with parents and board member from South Washington to discuss hands on partnerships touching on our growing diverse population. Shout out to the undefeated 9<sup>th</sup> grade football team.

**XIII. Adjournment**

- A. Motion by Member Weisberg to close the meeting at this time for attorney-client privileged communication with our attorney, which is necessary to determine a course of action in response to threatened litigation arising out of allegations of defamation in correspondence from an employee's attorney. The closed session is pursuant to Section 13D.05, subdivision 3(b) of the Open Meeting Law. Motion seconded by: Director Riehle. Vote: 7 ayes; 0 nays. The meeting adjourned at 8:18 p.m. to closed session.

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



Independent School District 834 – Stillwater Area Public Schools  
Stillwater City Hall, 216 North 4<sup>th</sup> Street, Stillwater, MN  
School Board Closed Meeting Minutes – October 24, 2019 at 4:00 p.m.

- I. The meeting was called to order at 4:01 p.m.
- II. Roll Call  
Board Members present: Mark Burns, Shelley Pearson (4:26 p.m.), Jennifer Pelletier (4:03 p.m.),  
Chair Mike Ptacek, Tina Riehle, Sarah Stivland, Liz Weisberg.  
  
District Members present: Superintendent Denise Pontrelli, Bob McDowell, Kristen Hoheisel,  
Cathy Moen,
- III. The Board adjourned to closed session at 4:02 p.m. to discuss negotiations.  
*Motion by: Member Burns; Second by: Member Weisberg. Vote: 5 ayes, 0 nays, motion carried unanimously.*
- V. Closed session adjourned to open meeting at 5:49 p.m.  
*Motion by: Member Riehle; Second by: Member Weisberg; Vote: 7 ayes, 0 nays, motion carried unanimously.*

*Respectfully submitted by Sarah Stivland, clerk.*



Independent School District 834 – Stillwater Area Public Schools  
Stillwater City Hall, 216 North 4<sup>th</sup> Street, Stillwater, MN  
School Board Closed Meeting Minutes – October 24, 2019 at 8:30 p.m.

- I. The meeting was called to order at 6:03 p.m.
- II. Roll Call  
Board Members present: Mark Burns, Shelley Pearson, Jennifer Pelletier, Chair Mike Ptacek, Tina Riehle, Sarah Stivland, Liz Weisberg.
- III. The Board adjourned to closed session at 8:18 p.m. for attorney client privileged communication.  
*Motion by: Member Weisberg; Second by: Member Riehle. Vote: 7 ayes, 0 nays, motion carried unanimously.*
- V. Closed session adjourned to open meeting at 9:00 p.m.  
*Motion by: Member Pearson; Second by: Member Riehle. Vote: 7 ayes, 0 nays, motion carried unanimously.*

*Respectfully submitted by Sarah Stivland, clerk.*

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

**RETIREMENT/RESIGNATION/RELEASE**

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Bengtson, Mitchell	Resignation	Custodian, Class VI Oak-Land Middle School	Custodian	October 31, 2019
Bruss, Kasey	Resignation	Assistant Gymnastics Coach Stillwater Area High School	Co-Curricular	October 14, 2019
Kristensen, Mary	Resignation	Community Education Assistant 5.0 hrs/day Afton-Lakeland Elementary School	CE Leads & Assistants	October 25, 2019
Swenson, Traci	Resignation	1.0 FTE English Teacher Stillwater Area High School	SCEA	October 25, 2019

**HIRES/REHIRE**

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Calixto, Andy	Paraprofessional 6.9 hrs/day Lake Elmo Elementary School	\$16.12 / hour	Replacement	SCPA	November 5, 2019
Cobb, Josh	Community Education Assistant 4 hrs/week Andersen Elementary School	\$15.75 / hour	Replacement	CE Leads & Assistants	November 4, 2019
Dammann, Amy	Community Education Aide 4.5 hrs/day Stonebridge Elementary School	\$15.75 / hour	Replacement	CE Leads & Assistants	November 4, 2019
Dochniak, David	Assistant Girls Hockey Coach Stillwater Area High School	\$6,020.00	Replacement	Co-Curricular	October 28, 2019
Eiler, Ryan	.4 FTE PE & Intervention Teacher Stillwater Middle School	\$50,361.00	2019-2020 Staffing	SCEA	November 4, 2019 - June 2, 2020
Gonzalez, Tania	Cafeteria, 4.0 hrs/day Stillwater Area High School	\$12.53 / hour	Replacement	Cafeteria	October 23, 2019
Klett Jr., Daniel	Custodian Class VI, 8.0 hrs/day Stillwater Middle School	\$16.46 / hour	Replacement	Custodian	October 21, 2019
Kristensen, Mary	Paraprofessional 5.75 hrs/day Afton-Lakeland Elementary School	\$16.12 / hour	Replacement	SCPA	October 25, 2019
Parent, Nicholas	Community Education Aide 7.5 hrs/week Andersen Elementary School	\$9.65 / hour	Replacement	CE Leads & Assistants	November 4, 2019
Potter, Paige	Community Education Assistant 5.4 hrs/week Afton-Lakeland Elementary School	\$15.75 / hour	Replacement	CE Leads & Assistants	November 6, 2019
Raymond, Lena	Community Education Assistant 4.5 hrs/week Afton-Lakeland Elementary School	\$15.00 / hour	Replacement	CE Leads & Assistants	November 8, 2019
Ritzer, Zachary	Floating Custodian Class VI, 8.0 hrs/day District Wide	\$16.46 / hour	Replacement	Custodian	October 18, 2019
Schlosser, Reid	Casual District Wide	\$12.00 / hour	Casual	Casual	October 28, 2019
Smalley, Benjamin	Community Education Casual District Wide	\$12.00 / hour	Casual	Casual	October 16, 2019
Treadway, Andrew	Custodian Class VI, 8.0 hrs/day Rutherford Elementary School	\$16.46 / hour	Replacement	Custodian	October 22, 2019
Wolkerstorfer, Karleigh	Assistant Girls Hockey Coach Stillwater Area High School	\$3,010.00	Replacement	Co-Curricular	October 28, 2019

**LEAVES OF ABSENCE**

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Anderson, Victoria	Approve	1.0 FTE Special Education Teacher Afton-Lakeland Elementary School	SCEA	October 19, 2019 - January 11, 2020
Bartosiewski, Jennifer	Approve	1.0 FTE Special Education Teacher Lake Elmo Elementary School	SCEA	October 21, 2019 - December 1, 2019
Hybicki, Terry	Approve	CE Enrichment & Athletic Office Technician Central Services	Tech Support	October 17, 2019 - November 17, 2019
Kirby, Carolyn	Approve	Paraprofessional 3.4 hrs/day Andersen Elementary School	SCPA	November 5, 2019-January 02, 2020
Poehmann, Nicolle	Approve	1.0 FTE Elementary Education Teacher Stonebridge Elementary School	SCEA	August 26, 2019 - December 10, 2019

Roth, Erin	Approve	1.0 FTE Special Education Teacher Oak-Land Middle School	SCEA	March 30, 2020 - June 1, 2020
Stadsvold, Bobbi Jo	Approve	1.0 FTE Elementary Education Teacher Afton-Lakeland Elementary School	SCEA	October 9, 2019 - January 20, 2020
Stewart, Susie	Approve	Secretary - Secondary Asst. Principal St. Croix Valley ALC	Tech Support	January 9, 2020 - March 18, 2020

#### ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Mogren, Lori	Paraprofessional 4.0 hrs/day Brookview Elementary School	Paraprofessional 6.0 hrs/day Brookview Elementary School	Student Need	SCPA	October 25, 2019
Thibodeau, Gina	Community Education Assistant 5.5 hrs/day Lily Lake Elementary School	Community Education Assistant 5.0 hrs/day Rutherford Elementary School	2019-2020 Staffing	CE Leads & Assistants	October 15, 2019

#### ADDITIONAL ASSIGNMENTS

NAME	Position	Reason	Group	EFFECTIVE DATE
Auge, Brandon	.1 FTE Spanish Immersion Intervention Teacher Lake Elmo Elementary School	Student Need	SCEA	October 31, 2019 - June 2, 2020
Shelton, Alyssa	Assistant Girls Hockey Coach Stillwater Area High School	Replacement	Co-Curricular	October 22, 2019
Skiba, Kaela	Assistant Winter Chevals Dance Coach Stillwater Area High School	Replacement	Co-Curricular	October 21, 2019



**Agenda Item IX. F.**  
**Date Prepared: October 29, 2019**  
**ISD 834 Board Meeting**

**Consent Agenda Item:** Financial Disbursement Procedural Change

**Meeting Date:** November 14, 2019

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

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**Summary**

The school board requested a change when we submit payment to our vendors. At the June 7, 2018, business board meeting the school board approved that payments will not be distributed until approved by the school board effective July 1, 2018.

The procedure also states that when claims cannot be deferred until the next board meeting without a loss to the district, a claim may be paid prior to board approval. We consistently have claims with finance charges for services that have been performed in the following categories:

Utilities

Xcel Energy  
Center Point Energy  
AT & T Phone  
T-Mobile Phone  
Century Link  
Municipal water bills  
Municipal utility bills  
Wex Bank (SA / Speedway) fuel bills  
\*Zayo (fiber)  
\*River Co-Op  
\*Mansfield Oil

Miscellaneous Categories

Insurance bills  
Sam's Club  
Wal-Mart bills  
\*Comcast  
\*Waste Management  
\*Pitney Bowes (postage)  
\*Activity and Athletic judges and officials

At the January 3, 2019 school board organizational meeting the school board approved a standing authorization of payment to the vendors listed prior to board approval. These vendors have no asterisk indicator.

Vendors identified by asterisks are new requests since the time of approval. A request has been made to add activity and athletic judges and officials to the standing approval list. Ricky Michel attended the Finance and Operations Working Group meeting on October 29, 2019 for this request. He stated the delay in payment is impacting the quality of officials being assigned to our contests. The other vendors identified by asterisks are also vendors where the service has been performed prior to approval.

Administration is recommending a standing authorization of payment to the above vendors prior to board approval.

Attachment: Financial Disbursement Procedural document

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**Recommendation:**

Approval of the Consent Agenda is requested.

## ADMINISTRATIVE PROCEDURES

PROCEDURE TITLE	BOARD APPROVAL	EFFECTIVE DATE
<b>Financial Disbursement Procedural Change</b>	<b>June 7, 2018</b>	<b>July 1, 2018</b>

Accounts payable check register will be submitted to the school board at regular board meetings. Payments will not be distributed until approved by the school board.

When payment of a claim cannot be deferred until the next board meeting without a loss to the district of a discount privilege, and due to contract terms, purchase order terms, or a vendor's standard terms which are part of the contract, a claim may be paid prior to board approval, providing that the board (MN Statute 123B.02 subd. 19):

1. has delegated authority to the clerk or a designated business administrator to make a payment prior to board approval; and
2. requires that payment made prior to board approval be acted upon at the next board meeting.

Payment prior to board approval must not affect the right of the district or a taxpayer to challenge the validity of a claim.

In recognition that there may be times when the practice of payment distribution is not timely or practical, payment may be authorized by designated authority.



**Agenda Item X. A.**  
**Date Prepared: November 1, 2019**  
**ISD 834 Board Meeting**

Report for Information: Community Design Team  
Meeting Date: November 14, 2019  
Contact Person: Director Mark Burns

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*Summary:*

Director Burns will report updates from the Community Design Team.

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*Recommendation:*

This is a report for information. Action will not be requested.



**Agenda Item: X. B**  
**Date Prepared: October 28, 2019**  
**ISD 834 Board Meeting**

Report: 2020-2021 Calendar  
Meeting Date: November 14, 2019  
Contact Person: Dr. McDowell, Assistant Superintendent  
Action Timeline: November 21, 2019

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Summary: A calendar committee comprised of parents, students, teachers, building administrators, and district staff is gathered each year to create calendar options and recommendations for the school board to consider. The 2020 calendar committee met on multiple occasions and developed three potential calendars. In order to reach calendar options, the following were considered:

1. 2018-19 full calendar survey from both parents and staff
2. 2020 calendar questions as part of the Ready, Set, Go survey from both parents and staff
3. Early childhood, Elementary, Middle, and High School academic, athletic, and activity needs
4. Community education needs
5. MSHSL schedules
6. Local area school district calendars
7. Balancing the days between quarters and semesters
8. Allow for PSAT testing
9. November 2020 election
10. Timing of secondary registration
11. Timing of staffing
12. Timing of graduation
13. Assessment calendar
14. Timing between spring break and end of third quarter

**Calendar A:** Begins before Labor Day (mirrors the 2019 calendar start), allows for psat testing, does not hold school on November 3, has a full two weeks off for winter break, ends third quarter before spring break, holds spring break the last week of March, and ends with a full week of school before Memorial Day. Semesters are exactly balanced.

**Calendar B:** Begins before Labor Day, allows for psat testing, does not hold school on November 3, has one week and three days for winter break, ends third quarter before spring break, holds spring break the last week of March, and has a three day last week of school ending June 3. Semesters are fairly balanced.

**Calendar C:** Begins after Labor Day, allows for psat testing, does not hold school on November 3, has one week and three days for winter break, pushes secondary registration back, pushes staffing timelines back, holds spring break the last week of March, ends third quarter four days after spring break, and ends with a full week of school on June 11. Semesters are exactly balanced.



Calendar	Start	End	Election 2020	Winter Break	Spring Break	Qtr 3 end	Quarters	Semesters
A	Aug 24	May 28	Off	2 weeks	Mar 29- Apr 2	Before spring break	45,41,46,40	86,86
B	Aug 31	June 3	Off	1 week 3 days	Mar 29- Apr 2	Before spring break	41,43,45,43	84,88
C	Sept 8	June 11	Off	1 week 3 days	Mar 29- Apr 2	3 days after spring break	43,43,42,44	86,86

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Recommendation:

It is the committee's and administration's recommendation that the school board consider either calendar A or B for the 2020-2021 school year.



*Report for Information:*  
**2020-2021**  
**School Calendar**

Presented to the School Board  
November 14, 2019

# Calendar Development Overview

## Committee:

- Parents
- Student
- Teachers
- Building Administrators
- District Staff
- Community Education Supervisor

## Process:

Committee met three times:

- Reviewed calendar requirements
- Analyzed input information
- Developed drafts
- Came to consensus on two calendars, also developed a third

## Inputs:

- Surveys
- Personal conversations
- Contract and contact day requirements
- E-12+ Academic, athletic, assessment and activity needs
- Community education
- MSHSL schedules
- Area district calendars
- Balancing quarters and semesters
- 2020 election
- Secondary registration
- Staffing timelines
- Graduation
- Assessment calendar
- Spring break and end of third quarter

## 2018 Survey Results

	Before Labor Day	After Labor Day	No Preference
<b>Parents*</b>	34%	54%	13%
<b>Staff*</b>	58%	33%	10%

*\*Over 100% due to rounding*

## 2019 Survey Results

	Before Labor Day	After Labor Day	No Preference
<b>Parents</b>	33%	44%	23%
<b>Staff</b>	74%	16%	10%

# Guiding Considerations

- End year close to Memorial Day
- Try to provide full two weeks off at winter break
- Avoid two day weeks
- No student days on Good Friday, Presidents Day, or MLK Day
- Try to align spring break with neighboring districts
- Need school in session Oct. 14 for PSAT testing
- Desire by staff to start school before Labor Day
- Adhere to contract and student contact requirements

# School Calendar **Option A** Before Labor Day 2020-2021

**Committee  
Recommends  
Option "A"**  
*Before Labor Day Start*

Calendar "A"  
best meets Guiding  
Considerations

July 2020						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020 (T10/S6)						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24*	25*	26*	27	28	29
30	31					

September 2020 (T22/S21)						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
*First Day of School						

October 2020 (T20/S18)						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
MEA is October 15 and 16						

November 2020 (T21/S17)						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020 (T15/S14)						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
Winter Break December 21 – January 1						

January 2021 (T21/S19)						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	MLK Day is January 18					

February 2021 (T20/S18)						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
President's Day is February 15						

March 2021 (T20/S19)						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
Spring Break March 29-April 2						

April 2021 (T21/S20)						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021 (T21/S20)						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021 (T1/S0)						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Elementary Conferences are: To Be Determined			Middle School Conferences are: To Be Determined			Senior High Conferences are: To Be Determined		
Quarter 1 = 45	Quarter 2 = 41	Semester 1 = 86	Quarter 3 = 46	Quarter 4 = 40	Semester 2 = 86			
End of Quarter/Semester (5)	Holiday (5)	Conference Planning Day/Conferences (2)	Professional Development Day (7)	28 New Teacher Workshop (3)	Conference Comp Day (2)	Teacher Workshop/Grading (4)		
No School Teacher Non-Duty Day								
Student Contact Days = 172			Teacher Contract Days = 192			New Teacher Contract Days = 195		

- Starts same week as 2019-2020 year
- October 14 in session
- Nov 3 off
- Two full weeks for winter break
- Does not interrupt registration and staffing timelines
- Spring break avoids sports conflicts
- Last day before Memorial day
- Graduation could be held earlier or later on June 5
- Semesters balanced

# School Calendar **Option B** Before Labor Day 2020-2021

**Committee  
Recommends**

**Option "B"**  
Before Labor Day Start

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Su	M	Tu	W	Th	F	S
		1*	2*	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MEA is October 15 and 16

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Su	M	Tu	W	Th	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Winter Break December 23 - January 1

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	MLK Day is January 18..					

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						29

President's Day is February 15

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Spring Break March 29-April 2

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Elementary Conferences are: To Be Determined			Middle School Conferences are: To Be Determined			Senior High Conferences are: To Be Determined		
Quarter 1 = 41	Quarter 2 = 43		Semester 1 = 84	Quarter 3 = 45		Quarter 4 = 43	Semester 2 = 88	
End of Quarter/Semester	Holiday (5)		Professional Development Day (7)	New Teacher Workshop (2)		Conference Comp Day (2)	Teacher Workshop/Grading (4)	
No School	Take Non-School Day							

Student Contact Days = 172 Teacher Contract Days = 192 New Teacher Contract Days = 195

- Starts one week later than 2019-20
- October 14 in session
- Nov 3 off
- Four days less for winter break
- Creates a two day week
- Does not interrupt registration and staffing timelines
- Spring break avoids sports conflicts
- Graduation could be held earlier or later on June 5.
- Semesters not balanced.

# School Calendar **Option C** After Labor Day 2020-2021

**Option "C"**  
After Labor Day Start

July 2020

Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020 (T1/S0)

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020 (T2/S17)

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8*	9*	10*	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

\*First Day of School

October 2020 (T20/S19)

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MEA is October 15 and 16

November 2020 (T21/S16)

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020 (T17/S16)

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Winter Break December 23 – January 1

January 2021 (T21/S18)

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MLK Day is January 18

February 2021 (T20/S18)

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						29

President's Day is February 15

March 2021 (T20/S20)

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Spring Break March 29-April 2

April 2021 (T20/S19)

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021 (T21/S20)

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021 (T10/S9)

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11*	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Elementary Conferences are: To Be Determined		Middle School Conferences are: To Be Determined		Senior High Conferences are: To Be Determined	
Quarter 1 = 43	Quarter 2 = 43	Semester 1 = 86	Quarter 3 = 42	Quarter 4 = 44	Semester 2 = 86
*End of Quarter/Semester No School/ Teacher Non-Duty Day	Holiday (5) Conference Planning Day/Conferences (2)	Professional Development Day (7)	New Teacher Workshop (3)	Conference Comp Day (2)	Teacher Workshop/Grading (4)

Student Contact Days = 172 Teacher Contract Days = 192 New Teacher Contract Days = 195

- Starts day after Labor Day
- October 14 in session
- Nov 3 off
- Four days less for winter break
- Creates a two day week
- Interrupts registration and staffing timelines
- Spring break avoids sports conflicts
- Creates four days left in quarter 3 after spring break
- Graduation could be held on June 12, but only in the evening.
- Semesters balanced





**Agenda Item X. C.**  
**Date Prepared: November 6, 2019**  
**ISD 834 Board Meeting**

Meeting Date: November 14, 2019  
Contact Person(s): Policy Working Group  
Action Item: Policy for Second Reading

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*Summary:*

The 2019 Policy Working Group will be present for second reading.

C. Policy 534 – Unpaid Meal Charges will replace policy SR1.27

The policy is included for your review.

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*Recommendation:*

This is a report for future action. Action will be requested at the November 21, 2019 business meeting.

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
<u><b>Delinquent Meal Accounts</b></u> <u><b>Unpaid Meal Charges</b></u>	<b>S.R. 1.27 <u>534</u></b>	<b>Adopted: 06-8-17</b> <b>Revised:</b>	<b>3 year</b>

~~[Note: United States Department of Agriculture (USDA) Policy Memorandum SP 46-2016 requires all School Food Authorities (i.e., school districts) operating federal school meal programs to have a written and clearly communicated system to address unpaid meal charges by July 1, 2017. USDA Policy Memorandum SP 23-2017 clarified that school districts could adopt a “policy” or “standard practice.” Although this document is styled as a “policy,” school districts may establish and implement a set of written procedures instead of a policy, provided that the written document explains how the school district will handle situations where students eligible to receive reduced-price or paid meals do not have money in their account or in hand to cover the cost of their meals at the time of service. The policy or standard practice must be implemented throughout the school district.]~~

~~[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]~~

~~[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid meal charges.]~~

## **I. PURPOSE**

The purpose of this policy is to ensure that students have access to receive healthy and nutritious meals through the school district’s nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to ~~allow students to receive the nutrition they need to stay focused during the school day and~~ minimize identification of students with insufficient funds to pay for school meals, ~~as well as to maintain the financial integrity of the school nutrition program.~~

## **II. PAYMENT OF MEALS**

~~[Note: Payment systems and procedures will likely vary from school district to school district. The school district should select one of the following options and delete the remaining options.]~~

A. Funds may be deposited into student lunch account(s) via Fee Pay, cash, or check.

B. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

C. Households may apply for free or reduced price meals anytime during the school year.

~~[OPTION 1: All meal purchases are to be prepaid before meal service begins. [Insert description for how families may add money to students’ accounts (e.g., electronic payment options, pay at the school office, etc.).] A student who does not have sufficient~~

~~funds will not be allowed to charge meals or a la carte items until additional money is deposited in the student's account.}~~

~~[OPTION 2: Students have use of a meal account. When the balance reaches zero, a student may charge no more than \$[insert amount] or [insert number of meals] to this account. When an account reaches this limit, a student shall not be allowed to charge further meals or a la carte items until the negative account balance is paid. [Insert description for how families may add money to students' accounts (e.g., electronic payment options, pay at the school office, etc.).]]~~

~~————[OPTION 3: Insert a school district-specific process for payment of meals.]~~

~~CB. If the school district receives school lunch aid under Minn. Stat. § 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.~~

~~DC. Students will be allowed to participate in the school lunch program regardless of meal account balance, however, parents will continue to be responsible to pay for all meal charges, including negative balances. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.~~

~~D. The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals. The cost of the alternative meal (\$[insert amount]) will be charged to the student's account or otherwise charged to the student.~~

~~E. When a student has a negative account balance, the student will not be allowed to charge a snack item.~~

~~D.F. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.~~

### III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

~~A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero of a low account balance when the account is at or below \$5.00, by one or more of the following methods:-~~

~~————Families will be notified of a low account balance when the account is at or below \$10.00, by one or more of the following methods:~~

~~1. School Messenger~~

~~Account balance letter(s)~~

~~2. Personal or automated phone call~~

3. Email

4. Text Message

B. Families will be notified of an outstanding negative balance ~~once the negative balance reaches \$[insert amount] or [insert number of meals] via automated phone call and email sent to the household. Families will be notified by [insert the method used to notify families (e.g., automated calling system, email, letters sent home)].~~

~~When the account balance exceeds negative \$10, the school nutrition services manager will contact the family via telephone.~~

C. When the account balance reaches negative \$25, the Nutrition Services sSupervisor and/or the bBuilding Pprincipal or designee will contact the parent/guardian via telephone.

D. When an account balance reaches negative \$50, the account shall be considered a delinquent debt and the District shall notify the family via letter. Such letter shall notify the family of the expectation that the account be brought to a positive balance within ten days, and will include an application for free ~~or~~ reduced price lunch (if one is not already on file).

E. When an account balance reaches negative \$50, the District reserves the right to ~~may~~ prohibit participation by the student (and siblings) in any future fee based programs such as, but not limited to, field trips, sports, and senior activities, until such time as the balance is paid in full.

#### **IV. UNPAID MEAL CHARGES**

A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

C. ~~Negative balances of more than \$[insert amount], not paid prior to [enter time period (e.g., end of the month, end of the semester, end of the school year)], will be turned over to the superintendent or superintendent's designee for collection.~~ Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.

D. ~~Other than Collection Agencies, t~~The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

#### **V. COMMUNICATION OF POLICY**

- A. This policy and any pertinent supporting information shall be provided in writing (~~i.e., mail, email, back-to-school packet, student handbook, etc.~~) to:
1. all households at or before the start of each school year;
  2. students and families who transfer into the school district, at the time of enrollment; and
  3. all school district personnel who are responsible for enforcing this policy.
- B. The school district may post the policy on the school district's website, in addition to providing the required written notification described above.

**Legal References:** Minn. Stat. § 124D.111, Subd. 4 Lunch Aid; Food Service Accounting; No fees  
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
7 C.F.R. § 210 *et seq.* (National School Lunch Program Regulations)  
7 C.F.R. § 220.8 (~~School Breakfast Program~~ Meal Requirements for Breakfast Regulations)  
Minn. Op. Atty. Gen. 169j (May 14, 2019) (Letter to Ricker)  
  
~~USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)~~  
~~USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)~~  
~~USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A~~



**Agenda Item X. D. E. F.**  
**Date Prepared: November 8, 2019**  
**ISD 834 Board Meeting**

Meeting Date: November 14, 2019  
Contact Person(s): Policy Working Group  
Action Item: Policy for Second Reading

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*Summary:*

The 2019 Policy Working Group will be presenting these policies for their first reading.

- D. Policy 401 – Equal Opportunity Employment will replace policies SR 1.10 and R 1.3.1
- E. Policy 402 – Disability Nondiscrimination will replace policies SR 1.10 and R 1.3.1
- F. Policy 520 – Student Surveys

The policies are included for your review.

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*Recommendation:*

This is a report for future action. Action will be requested at a future business meeting.

**For First Review 11.14.19**  
**PERSONNEL**

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Equal Opportunity Employment	<del>SR 1.9</del> <del>R 1.3.1</del> 401		3-Years

~~*[Note: School districts are not required by statute to have a policy addressing these issues. However, the Equal Employment Opportunity Commission strongly encourages the adoption of a policy and will look for such a policy during accreditation visits, audits, or investigations.]*~~

## **I. PURPOSE**

The purpose of this policy is to provide equal employment opportunity for all applicants for ~~school district~~ School District employment and ~~school district~~School District employees.

## **II. GENERAL STATEMENT OF POLICY**

A. The policy of the ~~school district~~School District is to provide equal employment opportunity for all applicants and employees. The ~~school district~~School District does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, disability, sexual orientation, gender identity or expression, age, family care leave status, or veteran status. The ~~school district~~School District also makes reasonable accommodations for disabled employees.

B. The ~~school district~~School District prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the ~~school district~~School Districts's internal procedures for addressing complaints of harassment, please refer to the ~~school district~~School District's policy on harassment and violence.

C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.

D. Every ~~school district~~School District employee shall be responsible for following this policy.

~~E. —Any person having a question regarding this policy should discuss it with~~

### **Equal Opportunity Employment Contact:**

Cathy Moen, Executive,- Director of Administrative Services-  
School District 834, 1875 Greeley St. South-  
Stillwater, MN 55082-  
615-351-8311-

moenc@stillwaterschools.org (specify, e.g., the Personnel Manager).

***Legal References:***

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)

29 U.S.C. § 2615 (Family and Medical Leave Act)

38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)

38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)

42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)

42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

~~***Cross References:***~~ MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

~~MSBA/MASA Model Policy 405 (Veteran's Preference)~~

~~MSBA/MASA Model Policy 413 (Harassment and Violence)~~

**For First Reading 11.14.19**  
**PERSONNEL**

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Disability Nondiscrimination	<del>R 1.3.1</del> <del>SR 1.9</del> 402		3-Years

~~[Note: School districts are required by statute to have a policy addressing these issues.]~~

**I. PURPOSE**

The purpose of this policy is to ~~provide a fair employment setting for all persons and to comply with state and federal law~~ set forth the legal obligations to applicants and employees with disabilities.

**II. GENERAL STATEMENT OF POLICY**

- A. The ~~s~~School ~~d~~District shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The ~~s~~School ~~d~~District shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The ~~s~~School ~~d~~District shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The ~~s~~School ~~d~~District shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the ~~s~~School ~~d~~District.
- ~~D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact \_\_\_\_\_~~

This individual is

**Tthe School District's appointed ADA/Section 504 coordinator Contact:**

Cathy Moen, Executive Director of Administrative Services  
School District 834, 1875 Greeley St. South  
Stillwater, MN 55082  
615-351-8311

~~moenc@stillwaterschools.org (list the name, title, office address, telephone number, and e-mail address).~~

***Legal References:***

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

29 U.S.C. 794 *et seq.* (Rehabilitation Act of 1973, § 504)

42 U.S.C., Ch. 126 § 12112 (~~Americans with Disabilities Act~~Equal Opportunity for Individuals with Disabilities)

29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

~~***Cross References:***~~ MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)



## STUDENTS

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Student Surveys	520	Adopted:	<u>3-year</u>

~~[Note: School districts are required by statute to have a policy addressing student surveys.]~~

### I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

### II. GENERAL STATEMENT OF POLICY

- A. Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.
- B. Student surveys will be conducted anonymously and in an indiscernible fashion. ~~No mechanism will be used for identifying the participating student in any way.~~ No attempt will be made in any way to identify a student survey participant. There will be no requirement that the student ~~return~~ participate in the survey, and no record of the student ~~returning~~ participation ~~a survey~~ will be maintained.
- C. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- D. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.
- E. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.
- F. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.
- G. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

~~—Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.~~

#### **~~III.V. STUDENT SURVEYS CONDUCTED AS PART OF U.S. DEPARTMENT OF EDUCATION PROGRAM~~**

A. All instructional materials, ~~including teacher's manuals, films, tapes, or other supplementary material~~ which will be used in connection with any survey, analysis, or evaluation ~~as part of any program funded in whole or in part by the U.S. Department of Education,~~ shall be available for inspection by the parents or guardians of the students within a reasonable amount of time after the request is received.

B. No student shall be required, ~~as part of any program funded in whole or in part by the U.S. Department of Education,~~ without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent;
2. mental and psychological problems of the student or the student's family;
3. sex behavior or attitudes;
4. illegal, antisocial, self-incriminating, or demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. religious practices, affiliations, or beliefs of the student or the student's parent; or
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

~~C. —A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IVIII.A. and IVIII.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.~~

~~1. —The following policies are to be adopted in consultation with parents:~~

- ~~a. —The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or~~

~~distributed by a school to a student, including procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.~~

~~"Parent" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.~~

~~b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IVIII.B., above, including the right of a parent of a student to inspect, on request, any such survey.~~

~~c. The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received.~~

~~"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.~~

~~d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).~~

~~e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.~~

~~(1) "Personal information" means individually identifiable information including a student or parent's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.~~

~~(2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:~~

- ~~(a) — college or other post-secondary education recruitment or military;~~
- ~~(b) — book clubs, magazines, and programs providing access to low-cost literary products;~~
- ~~(c) — curriculum and instructional materials used by elementary and secondary schools;~~
- ~~(d) — tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;~~
- ~~(e) — the sale by students of products or services to raise funds for school-related or education-related activities; and~~
- ~~(f) — student recognition programs.~~

- ~~(3) — The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Section III.V.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.~~

- ~~2. — The policies adopted under Section IV.II.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.~~

- ~~a. — The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.~~

- ~~b. — The notice will provide parents with an opportunity to opt out of participation in the following activities:~~

- ~~(1) — Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.~~

~~(2) — The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IVII.B., above.~~

~~(3) — Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.~~

~~“Invasive physical examination” means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.~~

~~c. — The notice will advise students of the specific or approximate dates during the school year when the activities in Section IVII.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.~~

~~d. — The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.~~

#### **IV. NOTICE**

A. The school district must give parents and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.

B. The school district must inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.

~~C. — The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.~~

~~D. — The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.~~

#### **V. DEFINITIONS**

“Parent” means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

“Instructional material” means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.

“Personal information” means individually identifiable information including a student or parent’s first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information;  
Parent Notice and Opportunity for Opting Out)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
20 U.S.C. § 1232h (Protection of Pupil Rights)  
34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)  
Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).  
*Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309  
(2002)  
*C.N. v. Ridgewood Bd. of Educ.*, 430 F.3d. 159 (3<sup>rd</sup> Cir. 2005)  
*Fields v. Palmdale School Dist.*, 427 F.3d. 1197 (9<sup>th</sup> Cir. 2005)

~~**Cross References:** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)~~  
~~MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)~~  
~~MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)~~



**Agenda Item: X. G.**  
**Date Prepared: November 8 2019**  
**ISD 834 Board Meeting**

Agenda Item: Phone System Upgrade  
Meeting Date: November 14, 2019  
Contact Person: John Perry, Director of Learning Technology and Design Systems

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*Background:* ISD#834 uses an NEC Voice Over Internet Protocol (VOIP) phone system with approximately 1200 handset units that was implemented in April 2010. Originally scheduled for obsolescence in 2018, NEC extended support for the system through December of 2019. As initially reported during the June 27, 2019 meeting of the School Board (Presentation of the 2019-2022 Educational Technology Plan), we have scheduled the replacement of this system for this school year.

Typically a new phone system will cost \$300K-\$500K. We are proposing to upgrade components of our telephone system, retaining much of our existing equipment, which reduces this cost to approximately \$120K. We expect this upgrade to extend the life of our telephone system by 5-10 years.

Location(s): All

Project Name: NEC Phone System Upgrade

Fund: Technology

Amount: \$120,000 (approximately)

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*Recommendation:*

This is a report for action. Action and approval will be requested at the November 21 School Board Business Meeting.

## EXPENDITURE APPROVAL FORM

### Fiscal Year 2019-2020

**Instructions:** This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$50,000.

**REQUESTED BY:** John Perry      **DATE:** 11/14/2019

#### DESCRIPTION OF REQUEST

Planned upgrade of existing district-wide telephone system – The District’s existing phone system has been declared end-of-life and beyond support by its manufacturer (NEC) effective 12/30/2019. This request covers upgrading the core of the phone system, required licensing, and remote gateways for e911 services.

#### FINANCIAL IMPACT

**\$ 120,000 (approximate)**

**Budget(s) Impacted:** \$60K was allocated in the 2019-2020 technology budget based on conversations with our primary phone vendor. Actual cost is approximately \$120K. The technology budget has the additional \$60K required, made available from the cancelled firewall upgrade (see board e-mail dated September 26, 2019). There will be no additional budget impact as all of these funds are available in currently approved technology budget.

#### Is This a One-Time Expenditure?

☐ **Yes**, once implemented there will be no ongoing costs

☒ **No**, it will need to be funded indefinitely  
\$120K represents one-time upgrade costs for the District’s phone system. The District will continue to incur annual licensing and maintenance fees of approximately \$50K per year.

☐ **No**, it will need to be funded for Fiscal Years 2020-?

#### Is there an off-setting revenue source(s)?

☐ **Yes**      List Source(s):

☒ **No**

#### PROGRESS MONITORING

Migration is expected to be completed by first quarter of 2020.



**Agenda Item XI. A.**  
**Dated Prepared: November 7, 2019**  
**ISD 834 Board Meeting**

Report for Action: Secondary ELA Curriculum Purchase

Meeting Date: November 14, 2019

Contact Person: Ms. Rachel Larson, Director of Learning & Student Engagement,  
Ms. Melinda Fierro, Coordinator of Assessments

Action Timeline: November 14, 2019

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*Summary:*

It is the policy of I.S.D. 834 that it shall develop and maintain an articulated, aligned curriculum for pre-kindergarten through grade twelve with standards for student performance set at or above state and national expectations. The administration will provide a curriculum framework process that will be used by district administrators and teachers for curriculum reviews, major purchases of instructional materials, and new course development.

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*Recommendation:*

A motion and a second that the school board approve the secondary English Language Arts curriculum.

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



**Agenda Item XI. B.**  
**Date Prepared: November 4, 2019**  
**ISD 834 Board Meeting**

Action Item: School Board Building Liaisons  
Meeting Date: November 14  
Contact Person: Community Engagement Work Group

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*Summary:*

The School Board Building Liaisons program and schedule was shared at the October 24, 2019 meeting.

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*Recommendation:*

A motion and a second to approve the school board building liaisons program and schedule.

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



## **SCHOOL BOARD LIAISONS**

School Board liaisons exist so that all board members have multiple opportunities to connect with our schools throughout the school year. Board members understand the importance of building strong connections with each of the schools in the district, and the presence of board members in the schools aids the board in making the best decisions possible as they better understand the needs of students.

School Board members will be assigned two schools/programs per semester and will rotate through remaining schools. After four years, every board member will have rotated through every school. It is requested that at a minimum, board members schedule a tour with the principal and attend at least one other meeting/event throughout the semester.

Notes regarding the liaison assignments:

- Since board members make all decisions with the good of the entire district in mind, the assignments are not meant to be advocacy positions but to allow board members to gain a broader perspective about the district.
- School board members do not get involved in administrative issues at individual schools but refer concerns to appropriate staff or the superintendent.
- Board members are not limited to only attending events at their assigned school(s).
- The seats will remain constant when new board members are elected

These rotations would start after November 14 approval of the 2019-2020 school year and would be as follows:



## SCHOOL BOARD LIAISONS

2019-2020 Semester 1 (current semester)		
School	School	Board Member
Afton Lakeland	ALC	Mark Burns
Andersen	ECFC	Shelley Pearson
Brookview	GATE	Jennifer Pelletier
Lake Elmo	OMS	Mike Ptacek
Lily Lake	SAHS	Tina Riehle
Rutherford	SMS	Sarah Stivland
Stonebridge	Transitions	Elizabeth Weisberg
2019-2020 Semester 2		
Afton Lakeland	ALC	Shelley Pearson
Andersen	ECFC	Jennifer Pelletier
Brookview	GATE	Mike Ptacek
Lake Elmo	OMS	Tina Riehle
Lily Lake	SAHS	Sarah Stivland
Rutherford	SMS	Elizabeth Weisberg
Stonebridge	Transitions	Mark Burns
2020-2021 Semester 1		
Afton Lakeland	ALC	Jennifer Pelletier
Andersen	ECFC	Mike Ptacek
Brookview	GATE	Tina Riehle
Lake Elmo	OMS	Sarah Stivland
Lily Lake	SAHS	Elizabeth Weisberg
Rutherford	SMS	Mark Burns
Stonebridge	Transitions	Shelley Pearson
2020-2021 Semester 2		
Afton Lakeland	ALC	Mike Ptacek or new board member
Andersen	ECFC	Tina Riehle
Brookview	GATE	Sarah Stivland or new board member
Lake Elmo	OMS	Elizabeth Weisberg
Lily Lake	SAHS	Mark Burns
Rutherford	SMS	Shelley Pearson
Stonebridge	Transitions	Jennifer Pelletier or new board member



**Agenda Item XI. C. D.**  
**Date Prepared: November 4, 2019**  
**ISD 834 Board Meeting**

Action Item: Policies for Final Reading  
Meeting Date: November 14, 2019  
Contact Person(s): Policy Working Group

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*Summary:*

The 2019 Policy Working Group will be presenting these policies for final reading.

- C. Policy 410 – Family and Medical Leave
- D. Policy 620 – Credit for Learning

The policies are included for your review.

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*Recommendation:*

A motion and a second to approve each policy will be requested.

Policy 410 – Family and Medical Leave

**Motion by:**\_\_\_\_\_ **Second by:**\_\_\_\_\_ **Vote:**\_\_\_\_\_

Policy 620 – Credit for Learning

**Motion by:**\_\_\_\_\_ **Second by:**\_\_\_\_\_ **Vote:**\_\_\_\_\_

## SCHOOL DISTRICT ADMINISTRATION

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Family and Medical Leave	410	Adopted:	Annually

~~*[Note: School districts are required by statute to have a policy addressing these issues.]*~~

### I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

### II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

### III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

B. “Covered service member” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period

of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered service\_member with a serious injury or illness.
- E. “Next of kin of a covered service\_member” means the nearest blood relative other than the covered service\_member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service\_member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered service\_member, all such family members shall be considered the covered service\_member’s next of kin, and the employee may take FMLA leave to provide care to the covered service\_member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service\_member’s only next of kin.
- F. “Outpatient status” means, with respect to a covered service\_member who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
  2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  2. to attend military events and related activities of a covered military member;
  3. to address issues related to childcare and school activities of a covered military member's child;
  4. to address financial and legal arrangements for a covered military member;
  5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
  6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
  7. to attend post-deployment activities related to a covered military member;
  8. to address parental care needs; and
  9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
  2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 U.S.C. § 101.

#### **IV. LEAVE ENTITLEMENT**

##### **A. Twelve-week Leave under Federal Law**

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any

additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

- a. birth of the employee's child and to care for such child;
  - b. placement of an adopted or foster child with the employee;
  - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
  - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
  - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
  3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
  4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
  5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
    - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
    - b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
  - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
  - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
  - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school

district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered service member being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits

and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by the employer. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Service ~~m~~Member Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service\_member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service\_member. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a service\_member includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered service\_member and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered service\_member with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered service member and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

## **V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
  1. take leave for the entire period or periods of the planned medical treatment; or
  2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
  1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
  2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

## VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

## VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)  
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)  
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)  
38 U.S.C. § 101 (Definitions)  
29 C.F.R. Part 825 (Family and Medical Leave Act)

~~**Cross References:** MSBA Service Manual, Chapter 13, School Law Bulletin "M" (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees—Family and Medical Leave Act Summary)~~



**EDUCATION PROGRAMS**

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Credit for Learning	<u>620</u>	Adopted:	<u>3-year</u>

~~*[Note: School districts statutorily are required to provide students with credit for approved post-secondary courses, as set forth in Section V.; online learning courses, as set forth in Section VI.; and accelerated or advanced academic courses offered by a higher education institution or nonprofit public agency, as set forth in Section VII. Additionally, school districts are required by statute to identify whether the school district offers weighted grades and, if it does, identify the courses for which a student may earn a weighted grade (Section VIII). Optional provisions related to awarding credit to students transferring from out-of-state, private, or home schools and the issuance of student grades for purposes of awarding certain honors, as set forth in Section IV., are not required by statute. Therefore, the language contained in Section IV. is suggested language, and a school district may or may not include this section or may modify this section at its discretion.]*~~

**I. PURPOSE**

The purpose of this policy is to recognize student achievement which occurs in Post-Secondary Enrollment Options and other advanced enrichment programs. The purpose of this policy also is to recognize student achievement which occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. The purpose of this policy also is to address the transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

**II. GENERAL STATEMENT OF POLICY**

The policy of the school district is to provide a process for awarding student's credit toward graduation requirements for credits and grades students complete in other schools, post-secondary or higher education institutions, other learning environments, and online courses and programs.

**III. DEFINITIONS**

- A. "Accredited school" means a school that is accredited by an accrediting agency, recognized according to Minn. Stat. § 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (MDE).
- B. "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.

- C. “Commissioner” means the Commissioner of MDE.
- D. “Concurrent Enrollment” means college courses offered at the high school, usually taught by a trained high school teacher. These are offered in partnership with a college or university. Students who successfully complete these courses generate both high school and transcribed college credit from the partnering postsecondary institution
- E. “Digital learning” is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.
- ~~EF~~. “Eligible institution” means a Minnesota public post-secondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center **accreditor recognized by the United States Department of Education**, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.
- ~~GF~~. “Nonpublic school” is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- ~~HG~~. “Online learning” is a form of digital learning delivered by an approved online learning provider.
- ~~IH~~. “Online learning provider” is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.
- J. **“Post secondary enrollment options” (PSEO) is a dual credit program that allows high school students to simultaneously earn high school and college credit through enrollment in and successful completion of college-level courses on a college campus or online. Students may take PSEO courses on a full- or part-time basis. The PSEO program provides students with a greater variety of class offerings as well as the opportunity to pursue more challenging coursework than may be available at the high school. The tuition, fees and required textbooks are at no cost to students.**
- ~~I.~~ K. “Weighted grade” is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.
- ~~J.~~ ~~“Concurrent Enrollment” means college courses offered at the high school, usually taught by a trained high school teacher. These are offered in partnership with a college or university. Students who successfully complete these courses generate both high school and transcribed college credit from the partnering postsecondary institution.~~

#### IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

##### A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
- ~~2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least *insert number* credits from the school district.~~

##### B. Transfer of Academic Requirements from Other Schools

1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.
  - a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
  - ~~b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least *insert number* credits from the school district.~~
  - be. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements ~~but is comparable to elective credits offered by the school district for graduation~~, the student may be provided elective credit applied toward graduation requirements. ~~Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.~~
  - ~~d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.~~
2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.

- a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
- b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
- c. In the event the content of a course taken at a non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements, ~~it may be but is comparable to elective credits offered by the school district for graduation,~~ the student may be provided elective credit applied toward graduation requirements.
- d. ~~If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.~~
- e. ~~Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.~~

## V. POST-SECONDARY ENROLLMENT CREDIT

- A. A student who satisfactorily completes a post-secondary enrollment options course or program under Minn. Stat. § 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the Minnesota Academic Standards content standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a post-secondary enrollment options course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
  1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
  2. Seven quarter or four semester post-secondary credits shall equal at least one full year of high school credit. Fewer post-secondary credits may be prorated.
  3. When a determination is made that the content of the post-secondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation ~~but is comparable to elective credits offered by the school district for graduation~~, the school district may provide elective credit and the grade ~~may~~will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
  5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
  6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

## **VI. CREDIT FROM ONLINE LEARNING COURSES**

- A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
- B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to the student.
- C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota public school as set forth in Section IV.A. above.
- D. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- E. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade may be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

## **VII. ADVANCED ACADEMIC CREDIT**

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. In the event the content of the course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- ~~DE.~~ When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- ~~ED.~~ In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade maywill be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- ~~FE.~~ If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

#### VIII. Concurrent Enrollment

- A. Students who successfully complete these courses generate both high school and transcribed college credit from the partnering postsecondary institution.
- B. Students must follow registration procedures established through the higher educational institution to receive credit.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

#### ~~IX.VIII.~~ WEIGHTED GRADES

~~*[Note: School districts must identify in policy whether they offer courses with weighted grades. Therefore, school districts must include one of the following options in their policies.]*~~

- A. ~~The school district does not offer weighted grades.~~

~~for~~

- A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:

~~*List the types of courses that will be awarded weighted grades and the multiplier, similar to the following examples.*~~

1. A grade awarded in an Advanced Placement course will be multiplied by a factor of 1.2 ~~(i.e., 1.07)~~.
  - ~~2. A grade awarded in an Honors course will be multiplied by a factor of \_\_\_\_\_.~~
  - ~~23.~~ A grade awarded in a College In the Schools course will be multiplied by a factor of 1.2.
  - ~~4. A grade awarded in a course taken through a Post-Secondary Enrollment Options program will be multiplied by a factor of \_\_\_\_\_.~~
  - ~~35.~~ A grade awarded in a course in a concurrent ~~enrollment~~ enrollment course will be multiplied by a factor of 1.2.
- B. Honors courses and PSEO courses are not awarded weighted grades, and do not use a multiplier.
- C. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

## **IX. PROCESS FOR AWARDING CREDIT**

- A. The student's counselor ~~The building principal~~ will be responsible for carrying out the process to award credits and grades pursuant to this policy. In the event of disputes, the building principal will decide. ~~notify students in writing of the decision as to~~ how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section ~~IX~~.D. below.
- D. If a student disputes the number of credits granted by the school district for a particular post-secondary enrollment course, online learning course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the

course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

**Legal References:** Minn. Stat. § 120B.02 (Educational Expectations for Minnesota’s Students)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.11 (School District Process)  
Minn. Stat. § 120B.14 (Advanced Academic Credit)  
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.445 (Nonpublic Education Council)  
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program, [Credits toward graduation](#))  
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)  
Minn. Stat. § 124D.095 (Online Learning Option)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)  
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

**Cross References:** ~~MSBA/MASA Model Policy 104 (School District Mission Statement)~~  
~~MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)~~  
~~MSBA/MASA Model Policy 613 (Graduation Requirements)~~  
~~MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)~~  
~~MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)~~  
~~MSBA/MASA Model Policy 616 (School District System Accountability)~~  
~~MSBA/MASA Model Policy 618 (Assessment of Student Achievement)~~  
~~MSBA/MASA Model Policy 624 (Online Learning Options)~~



**Agenda Item XI. E.**

**Date Prepared:** November 1, 2019  
ISD 834 Board Meeting

Agenda Item: Joint Powers Agreement between Washington County and School District 834  
Meeting Date: November 14, 2019  
Contact Person: Superintendent Denise Pontrelli

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**Summary:**

This is an updated agreement that was last entered into on July 1, 2007. Washington County manages the school district elections. Contracting with Washington County allows for more polling places, longer hours for voting and a more efficient process for reporting results. The proposed agreement is attached.

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**Recommendation:**

Administration recommends adoption of a Board resolution authorizing entry into a joint powers agreement between Washington County and the School District of Stillwater for the purpose of managing the school district's elections.

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

# **AGREEMENT FOR ELECTION SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Stillwater School District 834, herein referred to as the "School District", and Washington County, a body politic and corporate, herein referred to as "County" pursuant to the authority contained in Minnesota Statutes 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties by agreement.

WITNESS:

**WHEREAS**, the County has certain election-related duties imposed upon it under Minnesota election law and other relevant state and federal laws; and

**WHEREAS**, the School District has certain election related duties imposed upon it under Minnesota election law and other relevant state and federal laws; and

**WHEREAS**, the School District and County agree that efficiencies and economies of scale make it desirable for the County to assume some of the School's election related responsibilities; and

**WHEREAS**, MINN. STAT. § 471.59 authorizes local governmental units to enter into joint powers agreements with other governmental units to perform on behalf of that unit any service or function which that government would be authorized to provide for itself.

**NOW, THEREFORE**, pursuant to MINN. STAT. § 471.59 and the various Chapters of the Minnesota Election Laws, the County and School (hereinafter "Parties") agree as follows:

## **SECTION ONE-PARTIES**

The School District hereby contracts with the County to perform, and the County hereby agrees to perform, the election services hereinafter described. This agreement shall only apply to Primary, General, and Special School District Elections.

## **SECTION TWO-SERVICES**

### **COUNTY RESPONSIBILITIES**

The County shall perform the following election duties which are assigned to the School District under Minnesota election law and other relevant state and federal laws:

- A. The County shall be responsible for recruitment, training and assignment of election judges.

- B. The County shall be responsible to determine the pay rate of election judges for the payment of the election judges' salaries and other authorized mileage and expenses.
- C. The County shall arrange for the use of optical scan voting systems and attendant polling place equipment for every primary, special or general election identified in this Agreement.
- D. The County will coordinate with the School District for the placement and use of election equipment at each polling place.
  - a. Election equipment for purposes of this Agreement shall mean voting booths, polling place signs, flags, stands and School District supply boxes.
    - i. In the event that additional or replacement Election Equipment is needed at a polling place, the County shall purchase the Equipment and bill the School District for the cost of this additional or replacement Election Equipment.
    - ii. Notwithstanding anything in this Agreement that may be to the contrary, the School District shall be responsible to replace any lost, stolen, damaged or destroyed election equipment and will hold the County harmless if any of the election equipment is lost, stolen, damaged or destroyed while in the care and custody of the County.
- E. The County shall arrange for the use of polling places in the School District.
- F. The County shall be responsible to provide election forms, supplies and other related materials for each polling place and to publish any required primary or general sample ballots.
- G. The County shall conduct preliminary tests and public accuracy tests of voting systems and publish and post notices of the public accuracy tests.
- H. The County shall be responsible for the programming, layout and printing of ballots for the School District.
- I. The County shall administer absentee voting for the School District.
- J. The County shall be responsible for the compiling and reporting election results and election statistics and providing election related information to the Office of Secretary of State's election reporting system.
- K. The County shall on behalf of the School District provide to School District officials, candidates and the public information and assistance relating to election procedures.
  - a. Notwithstanding the above subparagraph, the County shall not be responsible to provide the School District with legal advice concerning questions related to election

law, and the School District will seek any such advice from the School District Attorney and other School District officials.

### **SCHOOL DISTRICT RESPONSIBILITIES**

The School District shall be responsible for the following under this agreement:

- A. The School District shall designate a principal contact person for the County. This individual shall be available to assist as necessary on election day.
- B. The School District shall be responsible for establishing polling places and preparing the resolution for the School Board establishing polling places and determining precinct boundary changes.
- C. The School District shall provide to the County the title and text of School District ballot questions and provide the certification of candidate names for School District offices.
- D. The School District shall prepare a resolution authorizing the County to designate an absentee ballot board for the purpose of accepting and rejecting ballots for the School District.
- E. The School District shall perform the duties of candidate filing officer, providing to candidates the candidate filing packets.
  - a. Candidate filing packets shall include acceptance of affidavits of candidacy, petitions and information to campaign committees.
- F. The School District shall administer initial and ongoing campaign financial reporting and economic disclosure activities; prepare, post and publish election notices; post sample ballots at the School District Office and conduct the official canvass of election results following each School District election.
- G. The School District shall retain election records for a period not less than twenty-two (22) months after each School District election and retain a permanent archive of election results.

### **SECTION THREE-RECOUNTS**

The parties recognize that under Minnesota State law the School District Clerk or designee serves as the recount official for recounts conducted by the School Board or School District Canvassing Board. If mutually agreed by the Parties, a County official may act as the recount official.

- A. The Parties will determine the duties, responsibilities and cost reimbursements for any such recount agreement.

#### **SECTION FOUR - LEGAL REPRESENTATION**

The County shall not be responsible to provide the School District with legal advice concerning questions of election law, and the School District will seek such legal advice from its School District Attorney. Moreover, the School District Attorney shall approve in a timely manner the format of the School District ballot prior to the ballot being printed.

- A. The County Attorney shall advise and represent the County in its performance of this Agreement.

#### **SECTION FIVE - AGREEMENT PRICE**

The School District shall pay a fee to the County for election services. The election fee schedule is approved by the County Board and establishes the fee(s) associated with each election year. The School District will be billed for election services upon the completion of the election. The County will provide an invoice to the School District no later than 60 days after the election payable 30 days after providing said billing.

The School District will be billed for the actual costs of appointed election judges salaries and other authorized mileage and expenses to perform duties within their election precincts and for the actual costs of appointed election judges and/or temporary employees' salaries and other authorized mileage and expenses to perform absentee voting duties at the absentee voting locations.

The School District will be billed for the actual cost of ballots.

The School District will be billed for absentee voting costs per the county fee schedule.

The School District will be billed for additional or replacement Election Equipment, if needed at a polling place.

#### **SECTION SIX - INDEPENDENT CONTRACTOR**

It is understood and agreed between the parties that the County is an independent contractor and not an employee of the School District. The School District shall not be required to maintain any insurance coverage needed in connection with the performance of the County services, including but not limited to automobile liability insurance, workers compensation insurance and public liability insurance.

#### **SECTION SEVEN - DURATION AND TERMINATION**

This Agreement shall commence on January 1, 2020 and remain in force until terminated by either party giving the other party a six-month written notice of its intent to terminate the Agreement. Mutual agreement of both parties can terminate the agreement immediately, however the agreement cannot be cancelled during an even numbered year.

**SECTION EIGHT – ENTIRE AGREEMENT**

It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement terminates, replaces and supersedes the prior Joint Powers Agreement between the parties entered into on July 1, 2007.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

SCHOOL OF STILLWATER DISTRICT 834

WASHINGTON COUNTY

By \_\_\_\_\_  
School Board Chair

By \_\_\_\_\_  
Stan Karwoski, County Board Chair

Attest \_\_\_\_\_  
School District Administrator

By \_\_\_\_\_  
Molly O'Rourke, County Administrator

Recommended By:

\_\_\_\_\_  
Jennifer Wagenius  
Director, Property Records and Taxpayer Services

Approved as to form by:

\_\_\_\_\_  
Assistant Washington County Attorney

## ELECTION FEES

### Municipality Election Equipment Maintenance Fees

Vote Tabulating Machine Maintenance - Annual	per machine	\$ 300.00
Assistive Voting Device Maintenance - Annual	per machine	\$ 290.00
Electionware Software Maintenance - Annual	per precinct	\$ 240.00

### Election Services Agreement Fees – JPA's

#### State Primary and General Elections – Both Elections

Staff Costs; Equip Storage & Delivery; and Supplies	first precinct	\$ 5,888.00
	add'l precincts	\$ 3,731.00

Election judges; legal publications; and additional polling place equipment will be billed according to the election services agreement.

Actual Costs

### Special Elections of Municipality or School – Per Election

Staff Costs; Equipment Delivery; and Supplies	first precinct	\$ 2,524.00
	add'l precincts	\$ 1,446.00
Absentee Voting Postage/Supply Costs	per mailed	\$ 3.00
	per in person	\$ .50
Equipment Lease Fee (Vote Tabulator; AVD; Electronic Rosters)	per unit	\$ 60.00
Ballots, election judges, temporary staff and legal publications	per election	Actual Costs



## RESOLUTION FOR JOINT POWERS AGREEMENT

WHEREAS, Minnesota Statutes, Section 471.59, authorizes the joint and cooperative exercise of powers common to contracting governmental units by agreement; and

WHEREAS, the School Board of Independent School District No. 834, has determined the need for contracting election-related duties from Washington County;

NOW THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 834, will enter into an Agreement for Election Services with Washington County, effective January 1, 2020.

The motion for adoption for the Resolution authorizing entry into an agreement between Washington County and the School District 834 for contracting election-related duties was made by Member \_\_\_\_\_, duly seconded by Member \_\_\_\_\_,

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly adopted.

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

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



**Agenda Item XI. F.**  
**Date Prepared:** November 12, 2019  
ISD 834 Board Meeting

Report for Action: Memo on Follow-up to Audit Findings  
Meeting Date: November 14, 2019  
Contact Person: Chair Mike Ptacek

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**Summary:**

Audit Report issued by Malloy, Montague, Karnowski, Radosevich and Co., P.A. issued on September 18, 2019 for the fiscal year ended June 30, 2019 cited four Findings which describe deficiencies in: (1) the District's internal control over compliance with the federal procurement requirements for special education programs; (2) compliance with the competitive bidding requirements for certain contracts; (3) compliance with the requirements for quotes on certain contracts; and (4) failure to obtain the required certification of withholdings from the Commissioner of Revenue on certain contracts.

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**Recommendation:**

A motion and a second that Superintendent Pontrelli provide a written report to the School Board no later than December 13, 2019 addressing all the Findings outlined in the memorandum.

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

## MEMORANDUM

**TO:** Denise Pontrelli, Superintendent

**FROM:** School Board of Stillwater Area Public Schools

**DATE:** November 12, 2019

**RE:** Follow-up to Audit Findings

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As you know, the Audit Report issued by Malloy, Montague, Karnowski, Radosevich & Co., P.A. issued on September 18, 2019 for the fiscal year ended June 30, 2019 cited four Findings which described deficiencies in: (1) the District's internal control over compliance with the federal procurement requirements for special education programs; (2) compliance with the competitive bidding requirements for certain contracts; (3) compliance with the requirements for quotes on certain contracts; and (4) failure to obtain the required certification of withholdings from the Commissioner of Revenue on certain contracts.

Please provide the following information in a written report to the School Board no later than **December 13, 2019**:

1. In regard to the lack of compliance with federal procurement requirements, provide:
  - a. The identity of the vendor to which the Auditor refers where the School District awarded a contract without quotes, as required by the Uniform Guidance.
  - b. A copy of the contract in question.
  - c. A detailed explanation for why quotes were not obtained. For example, were procedures and/or controls in place that were not followed? If so, describe those procedures/controls. If the error was due to a lack of procedures and/or controls, describe the specific procedures/controls that have been put in place since the Audit to ensure compliance.
  - d. The Audit tested only one vendor and found it out of compliance. In light of this Finding, has there been a review of the contracts in this category? If so, please report on the outcome of the review. If not, please conduct an

internal review of the contracts in this category for the last three years, and submit a report on the outcome.

2. The Auditor cites two violations of Minnesota Statutes, Section 471.345 in regard to certain contracts:
  - Failure to comply with Competitive Bidding law (contracts awarded based on seal bids) for one of six vendors tested; and
  - Failure to obtain two or more quotes for one of the six vendors tested.

Please provide:

- a. The identity of the vendors referred to in the above Findings.
  - b. A copy of the contracts in question.
  - c. A detailed explanation for the failure to comply with the statutory requirements for competitive bidding/quotes including how the determinations were made as to whether competitive bidding/quotes were required. If procedures and controls were in place within the Financial Services Department to ensure compliance with competitive bidding, please describe those procedures/controls and where in the process the error occurred. If the errors occurred due to a lack of procedures/controls, describe, in detail, the procedures/controls which have been put in place since the Audit. Also, provide any documentation of training and/or communication to employees to ensure future compliance.
  - d. Conduct an internal review of contracts and purchases from vendors in the last three years to determine whether additional contracts/purchases were made without compliance with the competitive bidding/quote law, and submit a report on the outcome of that review.
3. In regard to the failure to comply with the law requiring certification of the withholding requirements under Minnesota Statutes, Section 290.92, please provide:
    - a. The identity of the contractor for which the School District was not in compliance.
    - b. A copy of the contract in question.

- c. A report of any other contracts during the last three years which were not in compliance. This will require an internal review.
  - d. A detailed explanation of why the required documentation for the contracts were not in place, along with a specific description of the actions taken (including any new procedures/controls) to ensure future compliance.
- 4. In addition to the deficiencies cited in the Audit Report, please provide an explanation for the failure to comply with competitive bidding law for the purchase of materials in the remodeling project at Oak Park Elementary. Specifically:
  - a. Provide a description as to how it was determined that CPV could be utilized.
  - b. Were materials purchased through the CPV? If so, provide the documentation of those purchases. If not, explain when and how it was discovered that CPV was not utilized.
  - c. If any training or communication was provided to employees to address the error, please provide documentation.
- 5. For each of the Findings, the Audit Report states: “the District has separately issued a Corrective Action Plan related to this Finding.” Please submit those Corrective Action Plans to the School Board.
- 6. Ms. Hoheisel has informed the School Board that it should solicit Requests For Proposals for audit services. Explain the reasoning for this recommendation.

Oversight of the School District’s financial management, including compliance with the applicable statutory requirements, is an important part of the Board’s responsibilities. We trust that in working with Ms. Hoheisel you can provide the Board the information necessary to ensure that proper procedures and internal controls are in place. If not, the Board may consider retaining an accounting firm for a special audit.



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

Agenda Item: School Board Reports  
Meeting Date: November 14, 2019

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*Background:*

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

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

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*Recommendation:*

Board action is not required.



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

Agenda Item: Adjournment  
Meeting Date: November 14, 2019  
Contact Person: School Board Chair

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*Background:*  
The meeting must be adjourned formally.

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