

## Business Meeting

Tuesday, May 28, 2024 6:00 PM

Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082

I. Recognition	<b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair
II. Public Comment	<b>Speaker (s)</b> : Ms. Alison, School Board Chair
III. Call to Order	<b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair
IV. Roll Call	<b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair
V. Pledge of Allegiance	<b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair
VI. Approval of Agenda	<b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair
VII. Student Report	<b>Speaker (s)</b> : Ms. Jenna Phelps and Mr. Samuel Young, Student Representatives
VIII. Superintendent Report	<b>Speaker (s)</b> : Dr. Mike Funk, Superintendent
IX. Board Chair Report	<b>Speaker (s)</b> : Ms. Alison Sherman, School Board Chair
X. Consent Agenda	
X.A. School Board Meeting Minutes, April 23, 2024	<b>Speaker (s)</b> : Ms. Beverly Petrie, School Board Clerk
X.B. School Board Meeting Minutes, May 14, 2024	<b>Speaker (s)</b> : Ms. Beverly Petrie, Clerk
X.C. Payment of Invoices for May 11, 2024 - May 24, 2024 Treasurer's Report for April 2024 Gifts and Donations Report for April 2024	<b>Speaker (s)</b> : Ms. Marie Schrul, Executive Director of Finance
X.D. Policy 410 - Family and Medical Leave Annual Review	<b>Speaker (s)</b> : Mr. Paul Lee, Executive Director of Student Support Services
X.E. Rutherford Elementary Pavement Installation	<b>Speaker (s)</b> : Mr. Mark Drommerhausen, Executive Director of Operations
X.F. Community Education Casual Wages	<b>Speaker (s)</b> : Ms. Annette Sallman, Executive Director of Community Services
X.G. Memorandum of Agreement (MOA) St. Croix Education Association	<b>Speaker (s)</b> : Ms. Kristine Carlston, Executive Director of

	Human Resources
X.H. Memorandum of Agreement (MOA) St. Croix Paraprofessional Association	<b>Speaker (s)</b> : Ms. Kristine Carlston, Executive Director of Human Resources
X.I. Memorandum of Agreement (MOA) Regarding Sponsorship of Employee Immigration Application	<b>Speaker (s)</b> : Ms. Kristine Carlston, Executive Director of Human Resources
X.J. Severance Agreement	<b>Speaker (s)</b> : Ms. Kristine Carlston, Executive Director of Human Resources
X.K. Human Resources Personnel Report	<b>Speaker (s)</b> : Ms. Kristine Carlston, Executive Director of Human Resources
XI. <b>Strategic Direction A: Ensure the learning process is adaptable to meet individual student needs</b>	
XII. <b>Strategic Direction B: Foster a safe, welcoming and inclusive environment for all staff and students</b>	
XIII. <b>Strategic Direction C: Utilize systems and align resources in an efficient manner to support learning</b>	
XIII.A. Report: Contract and Terms and Conditions Updates	<b>Speaker (s)</b> : Ms. Kristine Carlston, Executive Director of Human Resources
XIII.B. Action: 2023-2025 Nutrition Services Agreement	<b>Speaker (s)</b> : Ms. Kristine Carlston, Executive Director of Human Resources
XIII.C. Action: 2023-2025 Coordinator/Supervisors/Specialists Terms and Conditions	<b>Speaker (s)</b> : Ms. Kristine Carlston, Executive Director of Human Resources
XIII.D. Action: 2023-2025 Technical Support Terms and Conditions	<b>Speaker (s)</b> : Ms. Kristine Carlston, Executive Director of Human Resources
XIII.E. Action: Resolution Non-Renewing Probationary Teaching Contract	<b>Speaker (s)</b> : Ms. Kristine Carlston, Executive Director of Human Resources
XIII.F. Report: First Reading: <ul style="list-style-type: none"> <li>• 420 - Blood Borne Pathogens and Infectious Diseases in Staff and Students</li> <li>• 507 - Corporal Punishment and Prone Restraint</li> <li>• 508 - Extended School Year for Certain Students with Individualized Education Programs</li> </ul>	<b>Speaker (s)</b> : Mr. Paul Lee, Executive Director of Student Support Services
XIII.G. Action: Revoke Policies <ul style="list-style-type: none"> <li>• Policy 430 - Political Activities</li> <li>• Policy 503.1 - Attendance and Student Mobility</li> <li>• Policy 510.1 - Participation of Non-Public School Students in Co-Curricular Activities</li> <li>• Policy 512.1 - Student Production of Goods and Service</li> </ul>	<b>Speaker (s)</b> : Mr. Paul Lee, Executive Director of Student Support Services

- Policy 512.2 - Public Performances by Students
- Policy 515.1 - Student Progress Records

XIV. **Strategic Direction D: Develop strong partnerships with the communities we serve**

XIV.A. Legislative Update

**Speaker (s) :** Dr. Mike Funk, Superintendent

XIV.B. Bond Update

**Speaker (s) :** Mr. Mark Drommerhausen, Executive Director of Operations

XV. **Closed Session**

**Speaker (s) :** Ms. Alison Sherman, School Board Chair

XVI. **Action: Possible action based on the topics discussed in the closed session**

**Speaker (s) :** Ms. Alison Sherman, School Board Chair

XVII. **Adjournment**

**Speaker (s) :** Ms. Alison Sherman, School Board Chair

XVIII. **Attachments**

- I. Recognition: The school board recognized our School Resource Officers for the crucial role they play in creating safe and secure learning environments. Our SRO's include Dave Wynia (Oak Park Heights Police) at Stillwater Area High School, Jason Stafne (Washington County Sheriff) at Oak-Land Middle School, and Laura McBroom (Stillwater Police) at Stillwater Middle School.
- II. Public Comment: Eric Ling, Anna Zanko, Aaron McFarlane, Anna Markowicz, Cami Kirksson - GATE Transportation
- III. Call to Order: The meeting was called to order at 6:32 p.m.
- IV. Roll Call: Present: Katie Hockert, Pete Kelzenberg, Chris Lauer, Beverly Petrie, Annie Porbeni, Alison Sherman, Andrew Thelander
- V. Pledge of Allegiance
- VI. Approval of Agenda: Motion made by Sherman and second by Lauer, Carried 7-0.
- VII. Student Report: Maysen Furhmann and Ainsley Smith will be the student board representatives for 2024-25. The United Council continues to work with students to create a more welcoming and inviting atmosphere. They plan to hang flags along the perimeter of the cafeteria. Students are preparing for AP exams, prom and graduation.
- VIII. Superintendent Report: School board meetings will move back to the Oak Park Learning Center beginning for the May 14 Study Session. The Alternative Learning Center (ALC) will have an open house on May 28. Dr. Funk attended the BARR conference to review the district's goals and objectives.
- IX. Chair Report: The board recognized all the volunteers in the district for their support and dedication to students and staff as part of volunteer recognition week.
- X. Consent Agenda: A. School Board Meeting Minutes, March 19, 2024; B. School Board Meeting Minutes, April 6, 2024; C. Payment of Invoices - April 6-9, 2024, Treasurer's Report and Gifts and Donations, March 2024; D. Policy 401-Equal Opportunity Employment; E. Policy 402 - Disability Nondiscrimination; F. Severance Agreements; G. Human Resources Personnel Report. Motion by Hockert and second by Petrie, Carried 7-0.
- XI. Strategic Direction A: Ensure the Learning Process is Adaptable to Meet Individual Student Needs, Foster a Safe, Welcoming and Inclusive Environment for All Staff and Students. Nothing to report.
- XII. Strategic Direction B: Foster a Safe, Welcoming and Inclusive Environment for All Staff and Students. Nothing to report.
- XIII. Strategic Direction C: Utilize Systems and Align Resources in an Efficient Manner to Support Learning.
  - A. Action: 2023-2025 Custodian Master Contract. The 2023-2025 Custodian Master Contract covers the period of July 1, 2023, through June 30, 2025, and includes some changes to steps, family medical insurance, and hourly supplemental pay. It also includes salary schedule increases of \$.50/hour and 2% in year 1 and \$1.00 per hour in year 2. Motion by Sherman and second by Thelander, carried 7-0.
  - B. Report: Budget Forecast 2024-25. The board received an update on the development of a preliminary budget for fiscal year 2025. Another update will be provided to the school board in June with additional information from recent legislation. A preliminary budget will be presented for approval prior to June 30.
  - C. Report: First Reading Policies 407 - Employee Right to Know - Exposure to Hazardous Substances; 408 - Subpoena of a School District Employee; 409 - Employee Publications, Instructional Materials, Inventions, and Creations; 422 - Policies Incorporated by Reference; 501 - School Weapons Policy. School board members are updating policies to align with the Minnesota School Board Association's model policies. These policies will come to the board for a second reading and approval at a future meeting.
  - D. Action: Revoke Policies 403.1 Policy: Soliciting and Selling; 403.2 Policy: Non-School Employment; 403.3 - Evaluation of Personnel; 403.4 - Identifications Badges; 404.1 - Health Examination; 409.1 - Copyrights and Patents; School Weapons Policy. These policies are redundant and covered in other policies or state statutes. Motion by Petrie and second by Porbeni, carried 7-0.
- XIV. Strategic Direction D: Develop Strong Partnerships with the Communities We Serve. Nothing to report.
- XV. Adjourn
  - A. The meeting adjourned at 7:15 p.m.

Respectfully submitted, Beverly Petrie, Board Clerk

- I. Call to Order: The meeting was called to order at 6:00 p.m.
- II. Roll Call: Present: Katie Hockert, Pete Kelzenberg, Chris Lauer, Beverly Petrie, Annie Porbeni, Alison Sherman, Andrew Thelander.
- III. Pledge of Allegiance
- IV. Approval of Agenda: Motion made by Sherman and second by Thelander Carried 7-0.
- V. Consent Agenda: A. Payment of Invoices - 4/20/2024 through 5/10/2024 & Off-Cycle Payments from the Previous Register; Motion to approve by Lauer and second by Petrie; carried 7-0.
- VI. Strategic Direction A: Ensure the Learning Process is Adaptable to Meet Individual Student Needs, Foster a Safe, Welcoming and Inclusive Environment for All Staff and Students. Nothing to report.
  - A. High School Schedule: School board members received a report from high school staff regarding a change to the high school schedule being considered by district administrators for the 2025-2026 school year. In order to better meet the needs of students, the idea is to change from the current 6x2 (6 periods/2 semester) schedule to a 4x4 (4 periods/4 quarters) schedule.
  - B. Attendance Report: The board reviewed school attendance trends and the increase in absenteeism across the nation. The district has been addressing absenteeism in a variety of ways, including better communication with families and targeted interventions with students.
- VII. Strategic Direction B: Foster a Safe, Welcoming and Inclusive Environment for All Staff and Students. Nothing to report.
- VIII. Strategic Direction C: Utilize Systems and Align Resources in an Efficient Manner to Support Learning.
  - A. Report: Second Reading Policies: 407 - Employee Right to Know - Exposure to Hazardous Substances, 408 - Subpoena of a School District Employee, 409 - Employee Publications, Instructional Materials, Inventions, and Creations, 422 - Policies Incorporated by Reference, 501 - School Weapons Policy
  - B. Public Input for Policies. No speakers.
  - C. Action: Approval of Policies: 407 - Employee Right to Know - Exposure to Hazardous Substances, 408 - Subpoena of a School District Employee, 409 - Employee Publications, Instructional Materials, Inventions, and Creations, 422 - Policies Incorporated by Reference, 501 - School Weapons Policy; Motion to approve by Sherman and second by Thelander; carried 7-0.
- IX. Strategic Direction D: Develop Strong Partnerships with the Communities We Serve. Nothing to report.
- X. Adjourn
  - A. The meeting adjourned at 8:28 p.m.

Respectfully submitted, Beverly Petrie, Board Clerk

**PERSONNEL**

<b>Family and Medical Leave</b>	<b>410</b>	<b>Adopted: 11-14-19 Revised: 01-23-2024</b>	<b>Annually</b>
---------------------------------	------------	--	-----------------

**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. 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 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 Instructional 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 instructional 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.
  - 4.** If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

## **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 School Law Bulletin “M” ( Licensed and Non-Licensed School District Employee Leave)



## EXPENDITURE APPROVAL FORM

### Fiscal Year 2024-2025

**Instructions:** This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$175,000.

**REQUESTED BY:** Mark Drommerhausen, Executive Director of Operations

**DATE:** May 28, 2024

### DESCRIPTION OF REQUEST

The equipment for both playground structures at Rutherford Elementary is scheduled to be replaced this summer. Part of the plan includes relocating one of the play structures to the east side of the school to minimize distractions and provide better supervision at recess. This project provides a hard surface play area adjacent to the relocated structure, ADA connections to both play areas and a bituminous overlay on the current walking path around the ball fields.

This project will be funded out of the Long Term Facilities Maintenance Fund (LTFM), capital and contributions from the Rutherford Elementary PTA and Partnership Plan for Stillwater Area Public Schools. Construction costs for this project were estimated to be \$375,000. Three bids were received on April 30, 2024 for the pavement project. The lowest responsible bidder is Minnesota Roadways Company from Shakopee, MN for a bid total of \$295,300. Larson Engineering recommends them as the lowest responsible bidder. Administration is requesting a contract be awarded to Minnesota Roadways Company for the 2024 Rutherford Elementary School Pavement Installation.

### FINANCIAL IMPACT

**Budget(s) Impacted:**

Long Term Facility Maintenance:	\$89,300.00
Capital	\$130,000.00
Rutherford Elementary PTA	\$75,000.00
Partnership Plan	<u>\$1,000.00</u>
Total Expenditure	\$295,300.00

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

- Yes**, once implemented there will be no ongoing costs
- No**, it will need to be funded indefinitely
- No**, it will need to be funded for Fiscal Years 2023-?

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

- Yes** List Source(s): LTFM, Capital, Rutherford Elementary PTA and Partnership Plan for Stillwater Area Public Schools
- No** List Source(s):

**PROGRESS MONITORING:** Play surface will be ready for 24/25 school year.

**BID TABULATION**

<p align="center"><b>2024 Rutherford Pavement Rehabilitation - Stillwater Area Public Schools</b>  <b>Tuesday April 30, 2024 @ 2:00pm</b></p>				
<b>Contractor</b>	<b>Minnesota Roadways Shakopee, MN</b>	<b>Winberg Companies Shafer, MN</b>	<b>Peterson Companies Chisago City, MN</b>	
<b>Respons Contractor Forms</b>	Yes	Yes	Yes	
<b>Bid Bond</b>	Yes	Yes	Yes	
<b>BASE BID - Rutherford</b>	<b>\$295,300.00</b>	\$314,495.00	\$435,600.00	
<b>UNIT PRICES</b>				
<i>UNIT PRICE #1 - Pav Recon 8"/ 3" (SY)</i>	\$48.00	\$200.00	\$150.00	
<i>UNIT PRICE #2 - 6" Conc. Sidewalk (SF)</i>	\$25.00	\$50.00	\$25.00	
<i>UNIT PRICE #3- B612 Concrete Curb (LF)</i>	\$75.00	\$90.00	\$50.00	

**Larson Engineering, Inc.**  
3524 Labore Road  
White Bear Lake, MN 55110-5126  
651.481.9120 Fax: 651.481.9201  
www.larsonengr.com



May 1, 2024

Mr. Anthony Willger  
Stillwater Area Public Schools  
1875 South Greeley Street  
Stillwater, MN 55082

Re: Contractor Recommendation  
2024 Pavement Rehabilitation  
Rutherford Elementary School  
LEI Project No: 12236166

Dear Mr. Willger:

Based upon our review of the bid results for the above referenced project, we recommend the apparent low bidder, Minnesota Roadways, be awarded the contract in the amount of \$295,300.00.

We have experience working with Minnesota Roadways on similar projects and we have found their overall performance, workmanship, scheduling, and quality control to be good. Minnesota Roadways has also satisfactorily worked for Stillwater Area Public Schools in the past.

If you have any questions, please do not hesitate to contact our office.

Sincerely,  
**Larson Engineering, Inc.**

Greg A. Buchal, PE  
Project Manager

Attachment: Bid Tabulation

Wages for Casual Community Education Employees  
June 1, 2024-May 31, 2025  
Wages by Group

**Employees hired on or before December 31** shall be paid at their starting step on the wage schedule. Effective the following June 1, employees shall be advanced to the next step.

**Employees hired after December 31** shall be paid at their starting step on the wage schedule until June 1 of the following calendar year. Thereafter, employees shall advance on the salary schedule as of June 1 until the top step has been reached.

**CEC Group 1 - \$15.50**

Lifeguard (year 1)

**CEC Group 2 - First Year Employees: \$16.00; Second Year Employees:\$16.50**

Support Instructor/Coach - Camps and Clinics, Gymnastics

Special Events - Ticket Sales, Youth Programs (field trip support)

Box Office - Theatre

Theatre Support - Theatre

Water Safety Instructor

Lifeguard (year 2 and year 3)

**CEC Group 3 - \$22.75** Provides work direction to other employees and program delivery

Building Facilitator

Tournament Facilitator

Auditorium Tech Facilitator

Theatre Production Staff

ASL Interpreter

Assistant Coach

**CEC Group 4 - \$28.00**

Screening Staff

**CEC Group 5 - \$31.25** Professional or skilled trainer

Red Cross Instructor Trainers

Instructor/Coach - Youth and Adult

Theatre Director

Sports Official

**CEC Group 6 - \$35.50** Leading other adult instructors/coaches and provide design and delivery of the program  
Behavior Specialist  
Head Coach  
Lead Instructor

**CEC Group 7 - \$31.25 - \$36.50**  
Teaching adults  
Instructor Adult Enrichment

**CEC Group 8 - \$35.00 - \$50.00** Teaching adults. Hold a certification or specialized training in order to teach the topic  
Instructor Adult Enrichment

**PAC Building Assistants**

Step 1	\$15.75
Step 2	\$16.00
Step 3	\$16.25
Step 4	\$16.50
Step 5	\$16.75
Step 6	\$17.00
Step 7	\$17.25
Step 8	\$17.50

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

**RETIREMENT/RESIGNATION/RELEASE**

<b>NAME</b>	<b>STATUS</b>	<b>ASSIGNMENT</b>	<b>GROUP</b>	<b>EFFECTIVE DATE</b>
Allen, Ashley	Resignation	1.0 FTE English Teacher Oak-Land Middle School	SCEA	May 31, 2024
Brenholt, Nancy	Resignation	Transportation Coordinator Central Services	CSS	April 22, 2024
Brummel, Laurie	Resignation	Paraprofessional, 4.0 hours/day Stonebridge Elementary	SCPA	May 6, 2024
Buse, Kyler	Resignation	Paraprofessional, 6.0 hours/day Stillwater Area High School	SCPA	May 30, 2024
Delahunt, Jacqueline	Retirement (39 years)	Secretary - Supervisor of Activities Stillwater Area High School	Tech Support	June 13, 2024
Fischer, Melissa	Resignation	ESY Health Care Specialist Oak-Land Middle School	CSS	May 8, 2024
Heintz, Kristi	Retirement (23 years)	Cafeteria Employee, 5.5 hours/day Stillwater Middle School	Cafeteria	May 30, 2024
Lane, Keelia	Probationary Release	Cafeteria Employee, 5.0 hours/day Stillwater Middle School	Cafeteria	April 25, 2024
Mattlin, Andria	Resignation	Due Process Secretary Early Childhood Family Center	Tech Support	May 17, 2024
McConnell, Tristan	Resignation	Custodian IVA, 8.0 hours/day Stillwater Area High School	Custodial	May 3, 2024
Nelson, Erin	Resignation	Administrative Assistant - Chief of Staff/Exec. Director Central Services	Tech Support	June 7, 2024
Nickleby, Erin	Resignation	1.0 FTE PE & Health Teacher Stillwater Area High School	SCEA	May 31, 2024
Norman, Rachel	Resignation	Cafeteria, 4.0 hours/day Stillwater Area High School	Cafeteria	May 17, 2024
Rodriguez, Maritza	Resignation	Hispanic Student, Family & Comm. Engagement Specialist Stillwater Area High School	Tech Support	May 30, 2024
Schaak, Adam	Position Elimination	Coordinator - Middle School Athletics Oak-Land & Stillwater Middle School	CSS	June 30, 2024
Schleusner, Pamela	Retirement (25 years)	Cafeteria Employee, 5.75 hours/day Oak-Land Middle School	Cafeteria	May 30, 2024
Schofield, Catherine	Resignation	Cafeteria Employee, 4.0 hours/day Brookview Elementary	Cafeteria	May 30, 2024
Skillings, Kathy	Resignation	Paraprofessional, 6.5 hours/day Oak-Land Middle School	SCPA	April 24, 2024
Vollrath, Breanna	Position Elimination	Learning and Innovation Assessment Coordinator Central Services	CSS	June 30, 2024
Winters, Katherine	Resignation	Preschool Teacher Lake Elmo Elementary	SCEA	May 23, 2024

**HIRES/REHIRES**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>SALARY PLACEMENT/ HOURLY RATE</b>	<b>REASON</b>	<b>GROUP</b>	<b>EFFECTIVE DATE</b>
Agbamu, Omoyefe	Assistant Superintendent Oak Park	\$171,103	2024-2025 Staffing	Directors	July 1, 2024
Anderson, Claire	Community Ed Site Lead, 8.0 hours/day Rutherford Elementary	\$22.47 / hour	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Barsness, Mary (rehired)	1.0 FTE Elementary Education Teacher Andersen Elementary	\$91,917.00	Replacement Staffing	SCEA	August 13, 2024
Bauer, Mallory (rehired)	1.0 FTE Speech Pathologist Lake Elmo Elementary	\$82,826.00	2023-2024 Staffing	SCEA	August 13, 2024

Birklid, Travis (rehired)	1.0 FTE Business Teacher Stillwater Area High School	\$82,826.00	2023-2024 Staffing	SCEA	August 13, 2024
Buchkoski, Scott	.8 FTE DAPE Teacher District Wide	\$98,427.00	Replacement	SCEA	August 13, 2024
Chacon, Valerie	1.0 FTE Elementary Immersion Teacher Lake Elmo Elementary	\$93,700.00	Replacement	SCEA	August 13, 2024
Driscoll, Ryan	.8 FTE DAPE Teacher District Wide Elementary	\$90,148.00	Replacement	SCEA	August 13, 2024
DuFresne, Amie (rehired)	1.0 FTE Math Teacher Stillwater Area High School	\$86,223.00	2023-2024 Staffing	SCEA	August 19, 2024
Dunn, Christopher	Assistant Principal, Middle School Oak-Land Middle School	\$122,348	Replacement	Principals	July 1, 2024
Eisenmann, Julia (rehired)	1.0 FTE Elementary Education Teacher Brookview Elementary	\$82,826.00	Replacement	SCEA	August 19, 2024
Hoff, Nicholas (rehired)	1.0 FTE PE / DAPE Teacher Stillwater Area High School	\$49,421.00	Replacement	SCEA	August 19, 2024
Judge, Susan (rehired)	1.0 FTE Elementary Education Teacher Rutherford Elementary	\$82,826.00	Replacement	SCEA	August 13, 2024
Klukas, Heidi	Assistant Principal, Senior High Stillwater Area High School	\$137,049	Replacement	Principals	July 1, 2024
Lukianchuk, Luda	Cafeteria Employee, 4.0 hours/day Mahtomedi High School	\$17.41 / hour	2023- 2024 Staffing	Cafeteria	May 15, 2024
Manuilova, Hilary	Preschool Assistant, 27.25 hours/week Anderson Elementary	\$18.14 / hour	2023-2024 Staffing	Community Ed Leads & Assistants	September 3, 2024
Morris, Timothy	Head Girls Hockey Coach Stillwater Area High School	\$9,306	Replacement	Co-Curricular	August 1, 2024
Petschke, Margaret (rehired)	Paraprofessional, 6.0 hours/day Lily Lake Elementary	\$18.00 / hour	2024-2025 Staffing	SCPA	August 19, 2024
Quagliana, Stephanie	1.0 FTE School Psychologist Rutherford Elementary	\$98,427.00	Replacement	SCEA	August 13, 2024
Tranmer, Miranda	Community Ed Site Lead, 8.0 hours/day Brookview Elementary & Afton-Lakeland Elementary	\$22.47 / hour	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
VanMeveren, Kalie	1.0 FTE School Psychologist Lake Elmo Elementary	\$101,338.00	Replacement	SCEA	August 13, 2024
Vyvyan, Brent	Summer Success Teacher Oak-Land Middle School	\$40.42 / hour	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
White-McGinn, Hannah	1.0 FTE Special Education Teacher Lake Elmo Elementary	\$90,148.00	Replacement	SCEA	August 13, 2024

#### LEAVES OF ABSENCE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Banks, Kelly	Approve	.6 FTE School Psychologist Andersen Elementary	SCEA	March 11, 2024 - May 31, 2024
Baumgard, Sara	Approve	1.0 FTE Math Teacher Stillwater Area High School	SCEA	September 12, 2024 - December 25,
Ekwall-Hemingson, Carla	Approve	Paraprofessional, 6.5 hours/day Oak-Land Middle School	SCPA	April 22, 2024 - May 30, 2024
Hendrickson, Amy	Approve	Community Ed Interim Site Lead, 8.0 hours/day Afton-Lakeland Elementary	Community Ed Leads & Assistants	April 9th, 2024 - June 24, 2024
Kettler, Laura	Approve	1.0 FTE Elementary Education Teacher Andersen Elementary	SCEA	September 19, 2024 - December 20,
Peskar, Bailey	Approve	Community Ed Assistant, 6.5 hours/day Brookview Elementary	SCPA	April 2, 2024 - May 9, 2024

#### ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Anderson, Mary	1.0 FTE Elementary Education Teacher Brookview Elementary	1.0 FTE Elementary Education Teacher Brookview Elementary	2024-2025 Staffing	SCEA	August 19, 2024
Berge, Elisabeth	Community Ed Aide, 6.75 hours/week Lake Elmo Elementary	Community Ed Aide, 15.5 hours/week Lake Elmo Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Brice, Ellen	Community Ed Assistant, 3.5 hours/week Afton-Lakeland Elementary	Community Ed Assistant, 24 hours/week Brookview Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Calzado, Jessica	Community Ed Assistant, 12.5 hours/week Lake Elmo Elementary	Community Ed Assistant, 3 hours/day Lake Elmo Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Flores de Gutierrez, Rosa	Custodian VI, 8.0 hours/day District Wide	Custodian VI, 8.0 hours/day Lake Elmo Elementary	Replacement	Custodial	April 23, 2024
Gorman, Ashley	Community Ed Aide, 22.5 hours/week Lake Elmo Elementary	Community Ed Aide, 8.0 hours/day Lake Elmo Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Griesel, Matthew	Community Ed Assistant, 3.5 hours/week Andersen Elementary	Community Ed Assistant, 12 hours/week Brookview Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Herzog, Allyson	Community Ed Assistant, 6.5 hours/week Andersen Elementary	Community Ed Assistant, 8 hours/day Brookview Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Hollerbach, Casey	Community Ed Assistant, 6.25 hours/week Afton-Lakeland Elementary	Community Ed Assistant, 8.0 hours/day Lake Elmo Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Isker, Brenda	Custodian VI, 8.0 hours/day Rutherford Elementary	Custodian VI, 8.0 hours/day Stillwater Middle School	Replacement	Custodial	April 29, 2024
Kapfer, Kelsey	Community Ed Aide, 4.5 hours/week Rutherford Elementary	Community Ed Aide, 13 hours/week Rutherford Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Kirkpatrick, Don	1.0 FTE Special Education Teacher Stillwater Area High School	1.0 FTE Special Education Teacher St. Croix Valley ALC	Replacement	SCEA	August 19, 2024
Koetz, Alyson	Community Ed Aide, 6.75 hours/week Stonebridge Elementary	Community Ed Aide, 13.5 hours/week Rutherford Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Krueger, Gretchen	Custodian VI, 8.0 hours/day Early Childhood Family Center	Custodian VI, 8.0 hours/day District Wide	Replacement	Custodial	April 29, 2024
Madison, Alexis	Community Ed Assistant, 4.75 hours/week Afton-Lakeland Elementary	Community Ed Assistant, 6.75 hours/day Brookview Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
McCabe, Julie	Community Ed Assistant, 32.5 hours/week Early Childhood Family Center	Community Ed Assistant, 7.0 hours/day Lake Elmo	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
McCuskey, Ashley	Community Ed Assistant, 13.75 hours/week Stonebridge Elementary	Community Ed Assistant, 6.75 hours/day Stonebridge Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Newman, Jane	Cafeteria Employee, 4.0 hours/day Mahtomedi High School	Cafeteria Employee, 4.0 hours/day Mahtomedi Middle School	2023-2024 Staffing	Cafeteria	April 24, 2025
O'Brien, Daniel	Custodian VI, 8.0 hours/day Brookview Elementary	Custodian VI, 8.0 hours/day Rutherford Elementary	Replacement	Custodial	May 13, 2024
Olson, Samuel	Community Ed Assistant, 16.25 hours/week Lake Elmo Elementary	Community Ed Assistant, 8.0 hours/day Lake Elmo Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Pearson, Melissa	Custodian VI, 8.0 hours/day Stillwater Middle School	Custodian VI, 8.0 hours/day Stillwater Area High School	Replacement	Custodial	April 22, 2024
Rich, Kendall	Community Ed Aide, 7.0 hours/week Andersen Elementary	Community Ed Aide, 16 hours/week Rutherford Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Swanson, Makayla	Community Ed Assistant, 12.25 hours/week Brookview Elementary	Community Ed Assistant, 7.75 hours/day Brookview Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Vandemmeltradt, Sharon	Preschool Assistant, 22.25 hours/week Lake Elmo Elementary	Community Ed Assistant, 24 hours/week Rutherford Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Willkom, Olivia	Community Ed Assistant, 9.75 hours/week Afton-Lakeland Elementary	Community Ed Assistant, 7.75 hours/day Lake Elmo Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024

**ADDITIONAL ASSIGNMENTS**

NAME	Position	Reason	Group	EFFECTIVE DATE
Alfaro, Karen	Community Ed Assistant, 8.0 hours/day	2023-2024	Community Ed	May 31, 2024 - August 16, 2024

	Lake Elmo Elementary	Staffing	Leads & Assistants	
Bauer, Jean	Community Ed Assistant, 8.0 hours/day Lake Elmo Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Buschette, Sara	Community Ed Assistant, 7.75 hours/day Brookview Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Carey, Jade	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Cha, Mercy	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Cheban, Zinaida	Community Ed Assistant, 7.0 hours/day Brookview Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Dado, Molly	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Daigle, Nancy	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Dyvig, Deborah	Community Ed Assistant, 8.0 hours/day Lake Elmo Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Engelstad, Michelle	Summer Credit Recovery Teacher St. Croix Valley ALC	2023-2024 Staffing	SCEA	June 3, 2024 - August 1, 2024
Fagrelus, Lauren	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Feidt, Tanya	Community Ed Assistant, 8.0 hours/day Rutherford Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Foster-Borchardt, Shannon	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Gruetzmacher, Krista	Community Ed Assistant, 8.0 hours/day Lake Elmo Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Johnson, Kathryn	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Koehn, Myra	Community Ed Assistant, 8.0 hours/day Brookview Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Lam, Sophany	Community Ed Assistant, 8.0 hours/day Brookview Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Mankowski, Calvin	Community Ed Assistant, 32 hours/week Brookview Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Marcello, Lisa	Community Ed Assistant, 6.0 hours/day Rutherford Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Matthews, Lindsay	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
McCabe, Julie	Community Ed Assistant, 8.0 hours/day Lake Elmo Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Nelson, Linda	ESY Health Care Specialist Oak-Land Middle School	2023-2024 Staffing	CSS	July 15, 2024 - August 1, 2024
Ryan, Rebecca	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Scheele, Aspen	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Shoen, Sofia	Community Ed Assistant, 16 hours/week Brookview Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Schultz, Kayla	Community Ed Assistant, 7.0 hours/day Lake Elmo Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Sellie, Theresa	Community Ed Assistant, 8.0 hours/day Rutherford Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Snyder, Jennifer	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024

Spaulding, Melissa	Community Ed Assistant, 8.0 hours/day Lake Elmo Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Spilseth, Kate	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Stanton, Stacey	Community Ed Assistant, 31 hours/week Rutherford Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Vanklei, Deb	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Vollrath, Bre	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Warren, Logan	Community Ed Assistant, 7.5 hours/day Rutherford Elementary	2023-2024 Staffing	Community Ed Leads & Assistants	May 31, 2024 - August 16, 2024
Weiss, Lauren	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024
Wiggins, Jamie	Summer Success Teacher Oak-Land Middle School	2023-2024 Staffing	SCEA	June 5, 2024 - August 1, 2024



# Contract and Terms and Conditions Updates

Presented to the School Board - May 28, 2024  
Kris Carlston, Executive Director of Human Resources

# Nutrition Services Agreement

- Step movement for each year of the contract
- Family medical insurance that follows the insurance committee recommendation.
- Add longevity both years (.75 at 10 yrs, 1.50 at 15 yrs, 2.00 at 20 yrs)
- Salary schedule increases of 4% in year one and 4% in year two.

The agreement matches the parameters set by the school board and maintains our position as compared to districts around us.



Expect  
**More.**

# Technical Support Terms and Conditions

- Insurance updates that follows the insurance committee recommendation.
- Update holidays for year-round staff
- Revised vacation accrual schedule for year-round staff
- Addition of discretionary leave for school year staff who otherwise do not earn vacation time off
- Salary schedule increases of 2% in year one and 4.5% in year two with steps and longevity in both years.

The agreement matches the parameters set by the school board and maintains our position as compared to districts around us.



Expect  
**More.**

# CSS Terms and Conditions (Coordinators/Specialists/Supervisors)

- HCSP increase from \$1,000 to \$1,343
- Insurance updates that follow the insurance committee recommendation
- Update holidays
- Elimination of Emergency Leave and replace with Discretionary Leave
- Revised Non-Duty Days to allow staff with 10+ years of service to go from 20 non-duty days to 25 non duty days per year.
- Salary schedule increases of 2% in year one and 4.5% in year two with steps and longevity in both years.

The agreement matches the parameters set by the school board.



Expect  
**More.**



# Questions



I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 834 (Stillwater Area Public Schools), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the school board of said school district duly called and held on the date therein indicated, so far as such minutes relate to authorizing the issuance of a certificate of election, and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this 28th day of May 2024.

Signature \_\_\_\_\_.

Beverly Petrie, School Board Clerk

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



Date

**Hand Delivered**

[NAME]  
[ADDRESS]  
[CITY, STATE, ZIP]

RE: Notice of Nonrenewal

Dear [INSERT NAME]:

At a meeting held on [INSERT DATE], the School Board of Independent School District No. 834 adopted a resolution non-renewing your annual teaching contract and terminating your employment effective at the end of this school year. The School Board took this action pursuant to Minnesota Statutes section 122A.40, subdivision 5. A copy of the School Board's resolution is enclosed for your review.

Teachers in a probationary period of employment may request the reasons for the nonrenewal of their annual teaching contract. For your information, the School Board decided not to renew your annual teaching contract because [INSERT REASONS – SEE EXAMPLES ON NEXT PAGE]. Appropriate supervision was furnished to you during your probationary employment in the form of [GENERALLY DESCRIBE THE DISTRICT'S EVALUATION PROCESS FOR PROBATIONARY TEACHERS; DOES NOT NEED TO BE A DETAILED DESCRIPTION]. This supervision provided the District with a sufficient opportunity to evaluate your performance.

The School Board wishes you well in future endeavors.

Sincerely, School Board Chair  
Independent School District No. 834

Enclosure: Resolution

c: Personnel File (w/ enclosure)

<p><b>Students and Employess with Sexually Transmitted Infectons and Diseases and Certain other Communicable Diseases and Infectious Conditions</b></p>	<p><b>420</b></p>	<p><b>Approved: 08-23-01 Renumbered: 03-11-2021</b></p>	
---	-------------------	---	--

- I. Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including, but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

STUDENTs

GENERAL STATEMENTS:

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

Employees with communicable diseases will not be excluded from attending to their customary employment so long as they are physically, mentally and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

Precautions.

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration guidelines of the Minnesota Department of Children, Families and Learning and the Minnesota Department of Health (last revised 1988). (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

### Information Sharing.

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

### Reporting.

If a medical condition of student or staff threatens public health, it must be reported to the Commissioner of Health.

### Extracurricular Student Participation.

Student participation in nonacademic, extracurricular and non-educational programs of the school district are subject to a requirement of equal access and comparable services. Student educational services are subject to FAPE/LRE standards.

### PROCEDURES: STUDENTS AND EMPLOYEES WITH BLOOD-BORNE DISEASES

Independent School District #834 will make every effort to reduce the risk of transmission of blood-borne pathogens such as Acquired Immune Deficiency Syndrome (AIDS), Human Immune Deficiency Virus (HIV), Hepatitis B, and all other serious communicable diseases by first, carefully assessing the risk of the carrier student or employee and secondly, establishing a control program to minimize risk of transmission.

### ASSESSING HEALTH RISKS:

In assessing the health risks to students by another student or school district employee identified with a serious communicable disease, the following should be evaluated:

- The level of awareness and information the individual has of his/her own illness and the risk of transmission.
- Ability or willingness to practice appropriate health measures.
- Current medical condition.

Assessment and evaluation of these factors should be ongoing by the school nurse and physician.

### EDUCATIONAL DECISIONS FOR STUDENTS:

Educational decisions regarding students with blood-borne and spread diseases will be made on an individual basis. Decisions will be based on current medical information and the medical condition of the student. The risk of transmission of AIDS/HIV in school is negligible and most infected students should be allowed to attend school.

1. A district health team will review all cases of students with AIDS/HIV. Team members may include parents/guardians, physicians, superintendent of schools/designee, principal, teacher, and school nurse.
2. When factors such as uncovered/open wounds increase the risk of disease transmission the Minnesota Commissioner of Health is to be contacted and a request made to convene an Advisory Committee to recommend educational placement.
3. The school principal of students infected with communicable disease in cooperation with district nursing staff will be responsible for implementing the student's approved educational program.
4. The school nurse will monitor the AIDS/HIV infected student's health status.
5. Persons involved with the care and education of AIDS/HIV infected students should respect those students' rights to privacy as required by law.

### PREVENTION

The school district shall, with the assistance of the Commissioners of Health and Children, Families and Learning, implement a program to prevent and reduce the risk of HIV infection in accordance with Minnesota Statute which includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease prevention or risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources including public health funds and foundations, department professional development funds, federal block grants or other federal or state grants.

### PROCEDURES FOR COMMUNICABLE/INFECTIOUS DISEASES

#### Circumstances and Conditions.

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the

severity of the risk (what is the potential harm to third parties), the probabilities the disease will be transmitted and will cause varying degrees of harm, the level of awareness and information the individual has of his/her own illness and of the risk of transmission, the ability or willingness of the individual to practice appropriate health measures, and the individual's current medical condition. When a student is disabled, such a determination will be made in consultation with the educational planning team.

2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

#### Students with Special Circumstances and Conditions.

The school, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), school nurse, and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

#### Legal References:

- Minn. Stat. § 121A.23 (Health-Related Programs)
- Minn. Stat. Ch. 363 (Minnesota Human Rights Act)
- Minn. Stat. § 144.441-442 (Tuberculosis)
- 20 U.S.C. § 1401 et seq. (IDEA) (Individuals with Disabilities Education Act)
- 29 U.S.C. § 794 et seq. (§ 504 of Rehabilitation Act of 1973)
- 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Corporal Punishment and Prone Restraint	507		Annual

**I. PURPOSE**

The purpose of this policy is to describe limitations on use of corporal punishment or prone restraint upon a student.

**II. GENERAL STATEMENT OF POLICY**

No employee or agent of the school district or charter school shall inflict corporal punishment or use prone restraint upon a student except as provided below.

**III. DEFINITIONS**

1. "Corporal punishment" means conduct involving:
  - a. hitting or spanking a person with or without an object; or
  - b. unreasonable physical force that causes bodily harm or substantial emotional harm.
2. "Employee or agent of the district" does not include a school resource officer as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c).
3. "Prone restraint" means placing a child in a face-down position.

**IV. PROHIBITIONS**

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.
2. An employee or agent of the school district shall not use prone restraint.
3. An employee or agent of a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.
4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal

punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582. The use of reasonable force as set forth in Section V does not authorize conduct prohibited pursuant to Minnesota Statutes, section 125A.0942.

## V. REASONABLE FORCE

1. Reasonable force may be used upon or toward the person of another without the other's consent when used by a teacher, school principal, school employee, school bus driver, or other agent of the school in the exercise of lawful authority, to restrain a child or pupil to prevent bodily harm or death to the child, pupil, or another.
2. Reasonable force may be used upon or toward the person of a child without the child's consent when used by a teacher, school principal, school employee, school bus driver, other agent of the district, or other member of the instructional, support, or supervisory staff upon or toward a child or pupil when necessary to restrain the child or pupil to prevent bodily harm or death to the child, pupil, or another pursuant to Minnesota Statutes, section 609.379. Nothing in section 609.379 limits any other authorization to use reasonable force including but not limited to authorizations under Minnesota Statutes, section 121A.582, subdivision 1, and section 609.06, subdivision 1.
3. A teacher, school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

## VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

### ***Legal References:***

Minn. Stat. § 121A.58 (Corporal Punishment)

Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)

Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)

Minn. Stat. § 125A.0941 (Definitions)

Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)

Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

Minn. Stat. § 609.379 (Permitted Actions)

Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

Minn. Stat. § 645.241 (Punishment for Prohibited Acts)

***Cross References:*** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 507.5 (School Resource Officers)

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Extended School Year for Certain Students with Individualized Education Programs	508		Annual

**I. PURPOSE**

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).

**II. GENERAL STATEMENT OF POLICY**

- A. Extended School Year Services Must Be Available to Provide a FAPE. The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student’s IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.
- B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:
  - 1. There will be significant regression of a skill or acquired knowledge from the student’s level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR
  - 2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student’s age and level of development, and the timeliness for teaching the skill; OR
  - 3. The IEP team otherwise determines, given the student’s unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.
- C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:
  - 1. Prior observations of the student’s regression and recoupment over the summer;
  - 2. Observations of the student’s tendency to regress over extended breaks in instruction during the school year; and
  - 3. Experience with other students with similar instructional needs.

- D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:
1. The student's progress and maintenance of skills during the regular school year.
  2. The student's degree of impairment.
  3. The student's rate of progress.
  4. The student's behavioral or physical problems.
  5. The availability of alternative resources.
  6. The student's ability and need to interact with nondisabled peers.
  7. The areas of the student's curriculum which need continuous attention.
  8. The student's vocational needs.
- E. No Unilateral Decisions. In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.
- F. Services to Nonresident Students Temporarily Placed in School District. A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

***Legal References:***

Minn. Stat. § 125A.14 (Extended School Year)

Minn. Rules Part 3525.0755

20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)

34 C.F.R. Part 300 (Assistance to States for the Education of Children with Disabilities)

***Cross References:*** None

<b>Family and Medical Leave</b>	<b>410</b>	<b>Adopted: 6-28-71 Renumbered: 3-11-21 Reviewed: 5-8-85</b>	<b>Annually</b>

It is the policy of I.S.D. 834 that the Board of Education recognizes and encourages the rights of its employees, as citizens, to engage in political activity, with the exception that no employee of I.S.D. 834 shall solicit support of any political candidate, partisan or non-partisan, or support of any issue on any referendum matter, during regular work hours on I.S.D. 834 property.

No I.S.D. 834 resources, including materials and/or equipment, shall be used in violation of Minnesota State Election Laws.

Legal Reference: MN Statute 43A.32 Department of Employee Relations-Political Activity

Rationale: Employees shall refrain from expressing personal political views while in the exercise of their duties.

**STAFF PROTOCOLS RE: POLITICAL ACTIVITY**

**STUDENTS**

<p><b>Attendance and Student Mobility</b></p>	<p><b>503.1</b></p>	<p><b>Adopted: 6-28-71; Reviewed: 5-08-85 Renumbered: 3-11-21</b></p>	<p><b>3-Year</b></p>
---	---------------------	---	----------------------

**I. PURPOSE**

Orderly movement and continuation of education program promoted by adherence to state and federal law and school policy when student mobility is involved.

**II. GENERAL STATEMENT OF POLICY**

It is the policy of I.S.D. 834 that the school of attendance for students that move between schools and school districts shall be governed by the following:

Transfers between Schools

In cases where the student’s residence changes from one school attendance area to another, transfer shall be immediate and automatic unless the student obtains a special permit to continue in the school he or she was attending before the change of residence. This permit is to be allowed only in exceptional cases.

Transfers from Outside the District

A student transferring into I.S.D. 834 schools from another school shall be placed at the grade level equivalent to that in which he or she was enrolled at the time of the transfer. Placement in the different “tracks” of the district’s program shall be made on the basis of previous achievement records and data available from the previous school. Placement of students transferring between school terms shall be determined by previous school and achievement records.

Children transferring to our kindergarten from a district with different admission dates will be accepted on the basis of the rule in effect in that district.

Legal References

123B.02 General powers of independent school districts (Subd. 2)

<b>Participation of Non-Public School Students in Co-Curricular Activites</b>	<b>510.1</b>	<b>Adopted: 09-11-03 Reviewed: 11-06-2003 Renumbered: 03-11-2021</b>	

It is the policy of I.S.D. 834 that non-public school students may participate in co-curricular activities as long as the actual cost of participation is paid and the students comply with all other requirements. The relationship between non-public schools and the district shall be governed by an agreement that outlines each parties' responsibilities. The agreement entered into must be between I.S.D. 834 Board of Education and the School Board of the non-public school.

Rationale: It is commendable that students from the same geographic area participate in activities and athletics with their peers. However, since the non-public school is able to offer this participation to their students, the actual cost must be defrayed by the non-public School Board.

<b>Student Production of Goods and Services</b>	<b>512.1</b>	<b>Adopted: 06-28-1971 Reviewed: 05-08-1985 Renumbered: 03-11-2021</b>	

It is the policy of I.S.D. 834 that students may produce services and materials for community organizations or groups only to the extent that such production furthers such students' educational development.

Rationale: All school endorsed student projects shall advance student educational development and avoid pupil exploitation.

<b>Public Performances by Students</b>	<b>512.2</b>	<b>Adopted: 06-28-1971 Reviewed: 05-08-1985 Renumbered: 03-11-2021</b>	

It is the policy of I.S.D. 834 that students be involved in public performances when such performances contribute to the educational process and objectives of that particular class and when it does not interfere with other scheduled activities or classes within the school. The Superintendent/designee shall not allow activities that interfere with the primary educational aims of I.S.D. 834.

**Legal Reference:** 123B.49 Co-curricular and extracurricular activities of independent school districts: insurance

**Rationale:** The primary focus of activities must be to educate.

<b>Student Progress Records</b>	<b>515.1</b>	<b>Adopted: 06-28-1971</b> <b>Amended: 05-08-1985</b> <b>Renumbered: 03-11-2021</b>	

It is the policy of I.S.D. 834 that it is for the superintendent/designee to provide for the annual classification, reporting of progress, and maintenance of records for all pupils. These activities shall be carried out in accordance with applicable state and federal laws and I.S.D. 834 policy.

---

**ADMINISTRATIVE PROCEDURES AND REGULATIONS**

Approved: 9-12-85

Pupils' school records will be started with their registration in kindergarten and continue through graduation. School officials will attempt to secure a record from the previous school for pupils who transfer to the Stillwater Schools.

High school transcripts may be obtained from the office of the high school principal.

It shall be the duty of the principal of each school to keep a permanent record of scholarship and attendance for each pupil enrolled in accordance with the Education Code. Such records shall indicate the subjects taken by the pupil, the mark or grade for each subject, and if credits are given, the number of credits toward graduation allowed for such work.



Expect  
**More.**

# 2024 Legislative Recap

*Presented to the School Board  
May 28, 2024*

# Elections

- Provides that the school board does not need to have a special election to fill a vacancy if it occurs less than 2 years prior to the term's expiration.
- School boards may, but are not required to, fill a vacancy that occurs less than 90 days prior to the expiration of the term.
- Allows school boards to pass a combined polling place resolution only when a change is made, not every year as currently required.



# Academics

- **Civics graduation requirement:** Delays civics graduation requirement effective date to the 2025-2026 school year.
- **Health:** Adds health as a required statewide academic standard, instead of a locally adopted standard. Maintains local standards until the statewide rules implementing state standards go into effect.
- **Mental health education:** Requires districts to provide mental health instruction for students in grades 4-12 aligned with local health standards starting in 2026-2027.
- **WBWF:** Renames World's Best Workforce to "Comprehensive Achievement and Civic Readiness."



# Policies

**School cell phone policy:** Requires districts and charter schools to adopt a policy on students' possession and use of cellphones in school by March 15, 2025.

**Access to library materials and rights protected:** Prohibits a public library from banning, removing, or otherwise restricting access to a book or other material based solely on its viewpoint or the messages, ideas, or opinions it conveys. Requires a governing body of a library to adopt a library materials policy.



# Staff

- **Paraprofessional training:** For the 2024-2025 school year only, reduces the annual required minimum hours of training for paraprofessionals from 8 to 6 hours. Requires schools to pay the fees for paraprofessional training.
- **Paid Leave for School Closures:** Requires district to pay all school employees their full wage if in-person learning is canceled and the day is counted as an instructional day.
- **Family and Medical Insurance:** Increased the family and medical insurance account tax rate from a 0.7% payroll tax on employees' wages to 0.88%, at least half of which must be paid by the employer.



# READ Act Funding

- **Modifies the \$33.225 million appropriation from the 2023 legislative session** that was intended for curriculum and intervention materials and instead distributes funding as flexible aid based on the 2023 fall enrollment count.
- **Appropriates \$31.375 million in new funding (FY25 only)**
- Requires districts to enter a memorandum of understanding providing how the new teacher training funding will be used.
- Requires districts to place aid in a reserved account to implement the requirements of the Read Act or for literacy incentive aid uses.
- Expands eligible uses of literacy incentive aid.



# READ Act Funding

Funding (2024 Session)	FY 24–25	FY 26–27
Teacher compensation	\$31,375,000	--
Professional development (in addition to \$34.95M from 2023)	\$4,000,000	--
Culturally responsive materials	\$1,000,000	--
Regional literacy network paraprofessional/volunteer training	\$375,000	--
CAREI paraprofessional/volunteer training	\$375,000	--
Deaf, DeafBlind, and Hard of Hearing Working Group	\$100,000	--
<b>TOTAL</b>	<b>\$37,225,000</b>	



# READ Act Allocations

## Stillwater Area Public School's Allocation

<b>Fall 2023 Enrollment</b>	<b>Read Act Literacy Aid; FY 24 Appropriation</b> Re-allocated at \$39.94 per student with \$2,000 minimum	<b>New FY 2025 Appropriation for Teacher Compensation for Read Act Training</b> \$36.06 per student with \$2,000 minimum
8,368 students	\$334,218	\$301,750



# READ Act Implementation

- Extends the training requirements for the first phase of teachers to July 1, 2026.
- Requires districts to include information about structured literacy training for staff and Read Act funding uses in its local literacy plan.
- Increases the number of screenings for K-3 students from 2 to 3 times per year.
- For the 2024-2025 only, allows for a reduction in instructional hours for students grades 1-3 to allow teachers to receive the required evidence-based training.
- Clarifies early childhood staff must be provided the approved training.
- Directs MDE and CAREI to conduct a final curriculum review of previously submitted curriculum by March 3, 2025.



# READ Act Implementation

## Must be trained by July 1, 2026:

- Reading intervention instructors grades K-12
- All classroom teachers K-3 and pre-k programs
- Special education teachers
- Curriculum directors
- Instructional support staff, contractors, and volunteers who assist in providing Tier 2 interventions
- Employees who select literacy instructional materials for districts
- Teachers licensed to teach English to multilingual learners.

## Must be trained by July 1, 2027:

- Teachers who provide reading instruction grades 4-12
- Teachers who provide instruction to students in alternative programs





# Questions

Find a detailed legislative session summary  
online at [AMSD.org](https://www.amsd.org)

# Bond Facilities Update - May 28, 2024

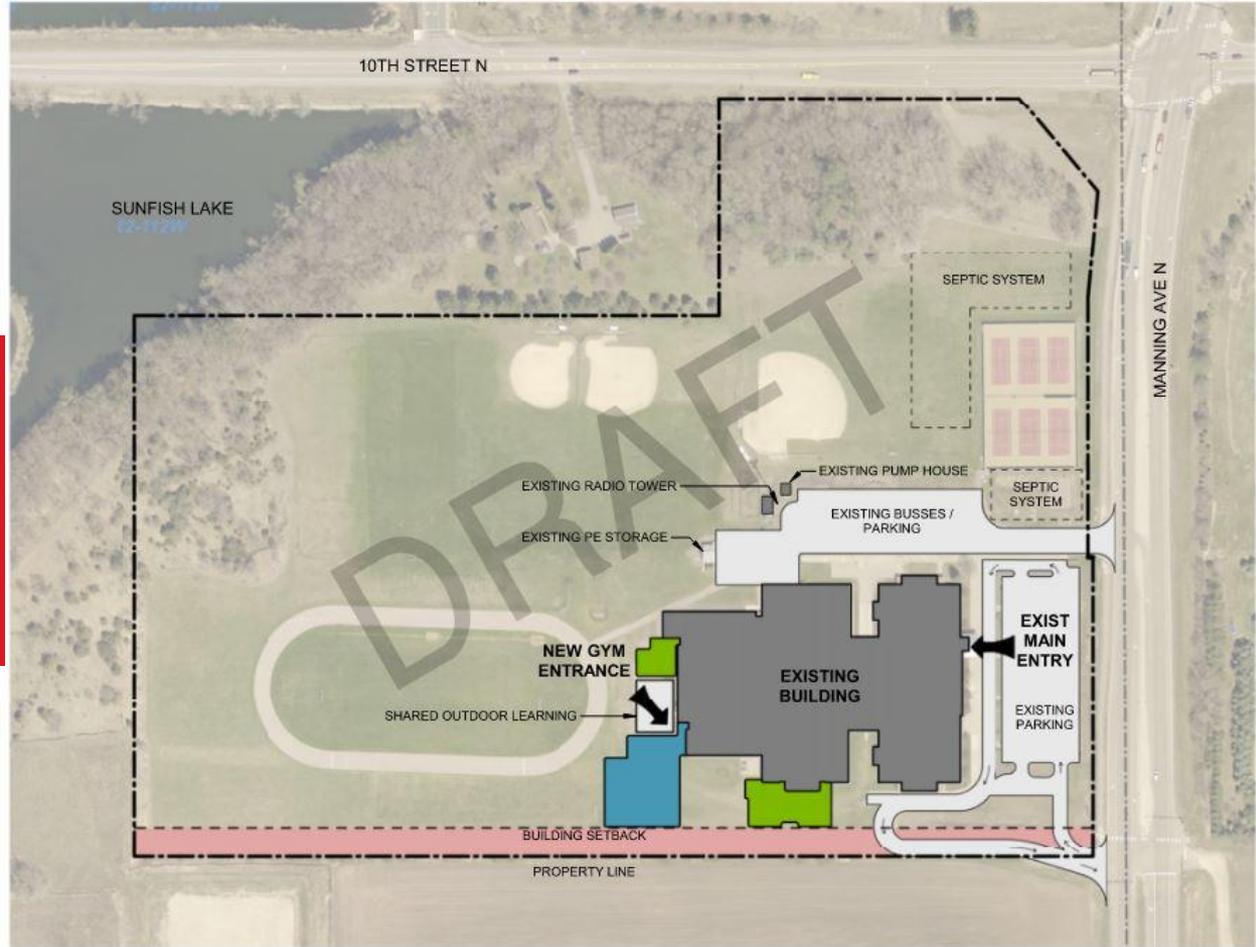
- Project update:
  - Bayport and Lake Elmo Design Teams
  - Oak-Land Middle School design



Expect  
**More.**



# Oak-Land concept





# Oak-Land concept

