

Policy Reviews (Scheduled)

7.1 STAFF MEETINGS

Regular staff meetings will be held and attendance is required. These informative meetings allow members to be informed on recent Cooperative and/or School activities, changes in the workplace and member recognition.

7.2 E-MAIL

Communication over e-mail is a convenient mode for communicating with all staff at the same time. Staff are expected to check their Academic Arts e-mail account daily in order to maintain a working knowledge of events, schedules, and changes.

7.3 PROCEDURE FOR HANDLING COMPLAINTS

Under normal working conditions, members who have a job-related problem, question or complaint should first discuss it with the appropriate person or peer partner. At this level, members usually reach the simplest, quickest, and most satisfactory solution. If this does not solve the problem, the member may take this issue into the Restorative Justice process. This process follows many guidelines and addresses an order of events that must occur for serious complaints and concerns. Prism Teacher Professional Practice will inform EdVisions Cooperative and the Academic Arts High School Board of any corrective action that has serious legal concerns and/or may lead to the termination of an employee.

3.15 ACADEMIC ARTS HIGH SCHOOL CONFLICT-RESOLUTION POLICY

At Academic Arts High School, we believe that community is an integral part of learning. We believe that we need to work with one another to achieve the most and the best that we can. We also recognize that in working with others, conflicts may arise, as that is part of human nature. As a result of these conflicts, there will be a need to resolve conflict in a way that honors all humanity and offers all involved a chance to be heard and contribute to the resolution. We believe that through these efforts, we can all learn from situations of conflict to better prepare ourselves for dealing with conflict in the future.

We have created the policy below to reflect these beliefs. However, in a case where a staff member feels that safety is an issue, the behavior committee has authority to temporarily over-ride this policy by giving directives to immediately ensure the safety of those around, but will be required to follow-up with the parties to resolve at a time when all can participate.

When	Conflict	Occurs:
		<ol style="list-style-type: none">1. Those involved will be given the chance to work through the conflict on their own, however, they may be asked to move to a quiet room and/or to have a neutral adult present.2. If the conflict cannot be resolved in this manner the following options are available:<ol style="list-style-type: none">a. Any person in the party or a behavior committee staff person may request that a conflict-resolution worksheet be completed by all persons involved. Once the worksheet is completed, it is given to the others involved to read through. A discussion may take place afterwards to confirm that a resolution has been reached.b. Any person in the party or a behavior committee staff person may request that a circle be called. The circle requires that all parties agree to participate and abide by the guidelines of the circle.<ol style="list-style-type: none">i. Circle Guidelines are as follows:<ol style="list-style-type: none">1. All participation is voluntary.2. The person with the talking piece may speak, all others must listen.3. Words are spoken with respect and honor.4. Everyone speaks from their heart and with intent to resolve the conflict.5. All attempts are made to ensure that all parties involved are invited to be in the circle.6. What happens in the circle remains between those in the circle afterwards.c. If any party is NOT a willing participant, a circle may be called for those who are willing, and the unwilling party will forfeit their rights to this policy which will result in a staff member making the decision on any disciplinary action will be taken, without the unwilling party's input.d. A cooling-off period may be requested by any participant or staff member, for a determined amount of time, with an expectation that the conflict-resolution process will be addressed by the end of that determined amount of time and will move forward from there.

Staff Actions:

As stated above, all allowances will be made to let those involved in the conflict resolve it on their own. However, any behavior committee staff member has the authority to step in at any time during a conflict and direct students in cases where the behavior committee staff member feels that harm may be caused. When this happens the behavior committee staff member has the responsibility to implement the following actions:

1. Ask the person(s) causing harm to leave the situation cool down and return in a pre-determined amount of time, understanding that, upon return, the conflict-resolution process will move forward.
2. Ask the person(s) causing harm to leave the building for the remainder of the day to cool down. A call must be placed to the parent/guardian by that staff member to alert them to this. If this is a second request and is not outlined in a student's ILP as a coping mechanism, the student may not return to school unless accompanied by a parent/guardian, or another method of conferencing with the parent/guardian is established with a staff member, preferably the student's advisor.
3. When a student is an unwilling participant in the process, the staff member has the authority to decide any necessary disciplinary action needed.

Disciplinary Action:

In situations where it is decided that disciplinary action is needed, whether by group consensus or a staff member directive, the following must be taken into consideration:

1. Does the action ensure the safety of others?
2. Does it allow others to learn?
3. Does it further the educational and emotional needs of the person who caused the harm?
4. Does it aid the person who was harmed?
5. Does it address the need and enlist the help of the bystanders?
6. Does it show respect to the parents?
7. Does it show respect to the staff?
8. Does it show respect to the other students?
9. Does it connect to the community?

Reflection:

In any situation possible, part of the resolution should be to set a date to come back together and revisit and reflect on the resolution. This should be done in order to ensure that a true resolution was made and to adjust any part of it as necessary.

PROPOSAL A-- 6.8.1 (NO Payout Option)

6.8 LEAVES OF ABSENCE

1. Leave Days

Paid time off (PTO) will be honored following 30 days of employment. The grid below outlines PTO hours/days.

Years worked	PTO	FOR 12 Month Employee (ADD)	Total for 12 month
0 - 1	72 hours (9 days)	8 hours (1 days)	80 hours
2 - 4	80 hours (10 days)	16 hours (2 days)	96 hours
5 - 6	88 hours (11 days)	24 hours (3 days)	112 hours
7+	96 hours (12 days)	32 hours (4 days)	128 hours

Accrued PTO in an employee’s PTO bank will not be paid out upon end of employment, regardless of whether employment is ended voluntarily or involuntarily.

Full-time licensed teachers and/or salaried employees shall take no more than 10 consecutive days off unless approved.

PTO for the school year is added to the employee's PTO bank (maximum 240 hours) at the issuance of their first paycheck for that school year. PTO taken will be subtracted from the employee's accrued time bank in hourly increments. Temporary employees, contract employees, and interns are not eligible to accrue PTO.

To take PTO requires two days of notice to the Personnel Committee unless the PTO is used for legitimate, unexpected illness or emergencies. (Use the Paid Time Off form to request PTO.) A maximum of three employees may take PTO per work day, and legitimate uses are granted on a first come basis. In all instances, except as noted above, PTO must be approved by the Personnel Committee in advance.

Employees may use PTO for any unpaid leave days covered under section 6.8 if desired, but all other instances of absence require PTO to be used until the employee’s PTO bank reaches 0 hours. At that time, all future time off is considered unpaid leave.

Employees will be notified once their bank reaches 24, 16, 8, and 0 hours. In the event an employee takes unpaid leave at 0 banked hours, a formal warning of their contracted work time is issued.

School Board Meeting Agenda
Tuesday, August 21, 2018
5:00 pm
AAHS Classroom 121

Present: Amy Charpentier, Deah Ehalt, Jill Heroff, Josh MacLachlan, Rachael McNamara, Katie Siewert, Michael Levitz, Eric Hove, Dean Walczak (business manager), Ty Cody (ex-officio)

Agenda

1. Call To Order
 - a. Amy Charpentier calls meeting to order at 5pm
2. Approval of August 2018 Agenda and July 2018 Minutes
 - a. Katie Siewert motions to approve August 2018 agenda. Eric Hove seconds.
 - i. Discussion
 - ii. Motion passes: unanimous
 - b. Amy Charpentier motions to approve July 2018 minutes. Deah Ehalt seconds.
 - i. Discussion:
 - ii. Motion passes: unanimous
3. Public Comments
4. Financial Report – Dean Walczak
 - a. Approval of July 2018 Financial Report
 - i. Katie Seiwert motions to approve July 2018 Financial Report. Jill Heroff seconds.
 - ii. Discussion:
 1. 8% of way through fiscal year. 6% of budget used. 5% of revenues received.
 2. Expenses higher than revenues
 3. Board wants trending data for specific months
 - iii. Motion passes: Unanimous
 - b. Approval of July 2018 Disbursements
 - i. Deah Ehalt motions to approve July 2018 disbursements. Amy Charpentier seconds.
 - ii. Discussion:
 1. Need extra columns in report. Columns should match respective category and subcategory of financial report. (Example: ACT - General Education - Standardized testing). Board should be able to see that disbursement sums equal what is seen in financial report.
 2. No purchases unaccounted for.
 - iii. Motion Passes: Unanimous
 - c. Update on Formatting of Financial Documents
 - d. Update on PO protocol
5. TPS Report – Ty Cody
 - a. Enrollment: Current ADM at 76, lower than normal at this point in year. Getting ~4 new enrollments per day. Most new enrollments say they found school through internet search.
 - b. ADM: 76
 - c. School Events:
 - i. Back to school orientation on evening of August 30
 - ii. Added PD day on August 21
 - iii. PD week
 - d. TPS Accountability Manager
 - e. Staffing:
 - i. Seeking paraprofessional positions
 - f. Committees:
 - i. TPS:
 - ii. PerCom:
 - iii. Evaluation task force:
 - iv. Curriculum:

- v. Financial:
 - vi. PLC Committee:
 - vii. ESSA task force:
 - 1. Met advocates at meeting on August 21
6. Student Data - Josh MacLachlan
- a. Spring NWEA results
 - b. Update on strategic Planning Committee meeting from August 1 Parent info night
7. Strategic Items
- a. Review Board Self Evaluation examples from Green Isle Community School -
 - i. Amy Charpentier motions to table review until September Meeting. Josh MacLachlan seconds.
 - ii. Discussion: board will review after more examples have been evaluated
 - iii. Motion Passes: Unanimous
 - b. Policy Review
 - i. 6.8 - PTO - Third Reading
 - 1. PTO policy has been taken advantage of in the past
 - 2. PTO is an employee benefit. Not paying out PTO is not the norm
 - 3. Considerations
 - a. Potentially losing unused PTO encourages staff to use it even if they don't necessarily need it.
 - b. Paying out PTO address this issue
 - ii. 7.1 - Staff Meetings - First Reading
 - 1. Suggested change: "Staff meetings to respective meeting titles"
 - iii. 7.2 - Email - First Reading
 - 1. Suggested changes:
 - a. remove first sentence
 - b. Add: verbiage about staff communicating with parents and students via school email
 - iv. 7.3 - Procedure for Handling Complaints - First Reading
 - 1. May be redundant with 3.15 "AAHS conflict resolution policy"
 - 2. Will review 3.15 at september meeting to compare with 7.3
 - c. RACI Team Update
 - i. RACI chart started
 - ii. Julie Peterson will consult with Andrea Harder at EdVisions to develop plan for HR services in context of
 - d. Trello - Katie
 - i. Trello is a free software teams use to track tasks
 - ii. Katie has listed all tasks to be done throughout the year
8. Action Items
- a. Acknowledgment of Resignation of board member - Michael Levitz
 - b. Appointment of new board member - David Massey
 - i. Josh MacLachlan motions to appoint David Massey as a community board member. Amy Charpentier seconds.
 - ii. Discussion:
 - 1. David Massey resigned from the school in mid August
 - 2. Still wants to be part of the school
 - iii. Motion passes: Unanimous
 - c. Approval of updated PTO policy
 - i. Josh MacLachlan motions to approve the updated PTO policy. Amy Charpentier seconds.
 - ii. Discussion:
 - 1. Time is a factor Andrew Ng's PTO concerns addressed in previous meeting minutes and communications with the board.
 - 2. Board wants to separate separate Mr. Ng's situation from proposal.
 - iii. Josh MacLachlan rescinds motion and re-motions to payout unused PTO to Andrew Ng at a rate of \$50/8 hours of PTO. Amy Charpentier seconds.
 - iv. Discussion:
 - 1. Board will offer this to other staff in same circumstances (i.e. resigning after

- completing terms of work agreement that worked through the 2017-2018 school year and up to 1 year from the start date of the employee's 2017-2018 work agreement)
 - 2. Payment for Mr. Ng would be \$937.50
 - 3. PTO policy needs to be clearly defined as to avoid situations like this in the future.
 - v. Motion Passes: Unanimous
 - vi. PTO policy task force will propose final verbage for change to PTO policy for September board meeting. This task force will consist of Deah Ehalt, Eric Hove, and Josh MacLachlan.
 - d. Appointment of new board secretary
 - i. Amy Charpentier motions to appoint Eric Hove as new board secretary. Katie Seiwert seconds.
 - ii. Discussion
 - 1. Eric will need an AAHS email address.
 - iii. Motion Passes:
 - 1. Aye: 7
 - 2. Abstain: 1 (Eric Hove)
 - 3. Nay: 0
 - e. Approval of contract with Designs by Learning
 - i. Josh MacLachlan motions to approve the contract with Designs by Learning at an hourly rate to not exceed a total amount of \$1500. David Massey seconds.
 - ii. Discussion
 - 1. Services are needed for title I documentation, title II documentation, and annual reporting.
 - iii. Motion passes: unanimous
9. Adjourn
- a. Amy Charpentier motions to adjourn at 6:48
 - b. David Massey reopens meeting at 6:49
 - i. Landlord has informed David that rent checks have been consistently late
 - ii. David, Katie, and Josh will inquire with Business Manager and Administrative Manager to identify root cause of issue.
 - c. David Massey motions to adjourn at 6:56

School Board Meeting Agenda
Tuesday, September 18, 2018
5:00 pm
AAHS Classroom 121

Agenda

1. Call to Order
2. Approval of September 2018 Agenda and August 2018 Minutes
3. Public Comments
4. Financial Report—
 - a. Approval of August 2018 Financial Report
 - b. Approval of August 2018 Disbursements
5. TPS Report—
 - a. Enrollment:
 - b. ADM:
 - c. School Events:
 - d. TPS Accountability Manager:
 - e. Staffing:
 - f. Committees:
 - i. TPS:
 - ii. PerCom:
 - iii. Evaluation Task Force:
 - iv. Curriculum:
 - v. Financial:
 - vi. PLC Committee:
 - vii. ESSA Task Force:
6. Student Data—
 - a. Presentation and summary of MCA data for:
 - i. Reading (Academic Goal 5.1)
 - ii. Math (Academic Goal 6.1)
 - iii. Science (Academic Goal 7.1)
7. Strategic Items
 - a. Review of Graduations Requirements and Credit Transfer Policy
 - b. Scheduled Policy Review:
 - i. 7.1 Staff Meetings – Second Reading
 - ii. 7.2 E-mail – Second Reading
 - iii. 7.3 Procedures for Handling Complaints – First Reading
 - iv. 3.15 Academic Arts High School Conflict-Resolution Policy – First Reading
 - v. Board Bylaw Review: Article IV – First Reading
 - c. Nominations for School Board due by October 16, 2018
 - d. RACI Team Update

8. Action Items
 - a. Approval of updated 6.8 Leaves of Absence Policy (PTO)
 - i. Approval of revisions to 6.8.2 through 6.8.8
 - ii. Approval of revisions to 6.8.1
 - b. Approval of Contract with Dean Walczak Financial Management, LLC
 - c. Approval of Substitutes for Special Education Teachers
9. Adjourn

Bylaw Review (Scheduled)

ARTICLE IV BOARD OF DIRECTORS

Section 1. General Powers: The Board shall have all the powers and duties necessary or appropriate for governance regarding the overall policy and direction of AAHS which are not prohibited by law or these bylaws.

Section 2. Number, Tenure and Qualifications: The charter school board of directors shall be composed of at least five non-related members, with a maximum of nine members, and include: (i) at least one licensed teacher employed as a teacher at the school or providing instruction under contract between the charter school and a cooperative; (ii) at least one parent or legal guardian of a student enrolled in the charter school who is not an employee of the charter school; and (iii) at least one interested community member who resides in Minnesota and is not employed by the charter school and does not have a child enrolled in the school. The board may include a majority of teachers described in this paragraph or parents or community members, or it may have no clear majority. The chief financial officer and the chief administrator may only serve as ex-officio non-voting board members.

Each Board Member shall hold office for a three (3) year term or until a successor has been duly elected and qualified, or until the Board Member dies, resigns, is removed or the term otherwise expires. The election of the Board of Directors shall be in compliance with Section 124D.10 of the Minnesota Statutes.

a. Nomination Process: Qualified candidates for the Board of Directors shall be nominated at least thirty (30) days prior to the annual meeting. The Board of Directors will compile a list of nominees and notify Board Members of the nominees for each position fifteen (15) days prior to the annual meeting.

Section 3. Regular Meetings: The Board shall meet monthly at a regularly scheduled time and place. All meetings of the Board or committees shall be conducted in compliance with Minnesota Open Meeting Law, Section 13D of Minnesota Statutes. Dates will be published on the Academic Arts High

School website and posted in the entryway of the school premises. Board meetings may be canceled with notice by email to members and by posting the notice of cancellation on the school website and in the front entryway of the school premises.

Section 4. Special Meetings: The Board Chair may call Special Meetings of the Board of Directors at any time, for any purpose. The Board Chair shall call a special meeting of the Board of Directors upon the written or verbal request of one third (1/3) of the members of the Board. Notice of every special meeting of the Board of Directors shall be posted on the Academic Arts High School website at least three (3) days before the day on which the meeting is to be held.

Section 5. Emergency Meetings: The Board Chair may call an Emergency Meeting for circumstances that require immediate consideration that does not allow for the three (3) day minimum notification of a Special Meeting. Notice of an Emergency Meeting shall be given personally or via telephone, to each Board Member. The subject or reason for the Emergency

Meeting shall be included in the notification, but will protect the privacy of a minor student, enrolled student's family, and staff performance evaluation.

Section 6. Closed Meetings: A meeting of the Board of Directors may only be closed for specific circumstances, and shall be subject to notification as described in Minnesota Statute 13D, Minnesota Open Meeting Law. The purpose of a Closed Meeting is to hear student expulsion, other student disciplinary issues, and staff evaluation results. All meetings will be in compliance with the Minnesota Fair Pupil Dismissal Act.

Section 7. Quorum and Adjourned Meeting: A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any such meeting, the Board Chair or Members present shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum is convened, and later enough members withdraw from the meeting so that less than a quorum remains, the remaining Members shall continue to transact business, short of voting, until adjournment.

Section 8. Voting: Each member of the Board of Directors shall have the power to exercise one (1) vote on all matters to be decided by resolution of the Board. The affirmative vote of a majority of a quorum of Board Members shall constitute a duly authorized action of the Board.

Section 9. Resignation and Removal: Board Members may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chair or the Secretary of the Board. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A Board Member may be removed at any time, with or without cause, by a two-thirds (2/3)

vote of a majority of all remaining Members of the Board. Failure to attend three (3) consecutive meetings shall constitute cause.

a. AAHS employee/Board Member: If a Board Member is an employee of AAHS, and their employment is terminated for any reason, they will be automatically removed from the Board. However, the Board may elect, at the next meeting, to reinstate the terminated employee to serve the remainder of the academic/fiscal term.

Section 10. Filling Vacancies: Vacancies on the Board of Directors caused by death, disqualification, resignation, disability, removal or such other cause shall be filled by appointment of a new Member by the affirmative vote of a majority of the remaining Members, even if less than a quorum is present. A Member filling a vacancy shall hold office until the next annual meeting of the Members, or until their successor has been duly elected and qualified, subject to their earlier death, disqualification, resignation, or removal.

Section 11. Compensation: Board Members shall not receive compensation for their services as a Board Member.

Section 12. Presence at Meetings: Members of the Board of Directors or of any committee, as applicable, must be present to participate in making decisions.

Section 13. Committees of Board: Committees and Subcommittees shall be designated as needed per ongoing and ad hoc requirements at the Board's discretion. The Board may assign other committees for singular purposes. The Board will provide the Committee with a statement of purpose, and the assigned responsibilities of the Committee. The Board will assign a Chair for

each Committee and reserves the right to approve its Members. Committee members do not need to be Board Members.

a. Limitation on Authority of Committees: Each committee shall be under the direction and control of the Board and shall keep regular minutes of their proceedings, and all actions of each committee shall be reported to the Board of Directors and shall be subject to revision, ratification or alteration by the Board of Directors. Each committee shall meet as provided by its rules or by resolution of the Board of Directors. Notice of all meetings of any committee shall be given to all members of that committee as required by the Minnesota Open Meeting Law.

Section 14. Conflict of Interest: Each Board Member must complete a conflict of interest statement from review by the Board's Authorizer within thirty (30) days of their election, and shall annually complete such a statement on the anniversary of their election or on such an annual date that the Board may select.

DEAN WALCZAK
FINANCIAL MANAGEMENT LLC

This Agreement is entered into as of the 19th day of June 2018, **between Academic Arts High School** (“the Company”) and **Dean Walczak** of Dean Walczak Financial Management LLC (“the Consultant”).

- Independent Consultant: Subject to the terms and conditions of this Agreement, the Company hereby engages the Consultant as an independent consultant to perform the services set forth herein, and the Consultant hereby accepts such engagement.
- Duties, Term, and Compensation: The Consultant’s duties, term of engagement, compensation, and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Consultant and which is attached as Exhibit A, which may be amended in writing from time to time or supplemented with subsequent estimates for services to be rendered by the Consultant and agreed to by the Company and which collectively are hereby incorporated by reference.
- Expenses: During the term of this Agreement, the Consultant shall bill and the Company shall reimburse him for all reasonable and approved out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder.
- Written Reports: The Company may request that project plans, progress reports, and a final results report be provided by the Consultant on a periodic basis.
- Confidentiality: The Consultant acknowledges that during the engagement he will have access to and become acquainted with various, processes, information, records, and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company’s business and product processes, methods, customer lists, accounts, and procedures.
- The Consultant agrees that he will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company.
- All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Consultant or otherwise coming into his possession, shall remain the exclusive property of the Company.
- The Consultant shall not retain any copies of the foregoing without the Company’s prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Consultant shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his possession or under his control.
- The Consultant further agrees that he will not disclose his retention as an independent consultant or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of his relationship to the Company and of the services hereunder.
- Conflicts of Interest; Nonhire Provision: During the term of this agreement, the Consultant shall devote as much of his productive time, energy, and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Consultant is expressly free to perform services for other parties while performing services for the Company.
- Right to Injunction: The parties hereto acknowledge that the services to be rendered by the Consultant under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Consultant of any of the provisions of this Agreement will cause the Company irreparable injury and damage.
- Merger: The merger or consolidation of the Company into or with any other entity shall not terminate this Agreement.

DEAN WALCZAK
FINANCIAL MANAGEMENT LLC

- Termination: Either party may terminate this Agreement at any time by 30 working days' written notice to the other party. In addition, if the Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Consultant immediately and without prior written notice to the Consultant.
- Independent Consultant: This Agreement shall not render the Consultant an employee, partner, agent of, or joint venturer with the Company for any purpose. The Consultant is and will remain an independent consultant in his relationship to the Company.

The Company shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

- Successors and Assigns: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- Choice of Law: The laws of the state of Minnesota shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.
- Arbitration: Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Minnesota in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
- Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
- Waiver: Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
- Assignment: The Consultant shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the Company.
- Notices: Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served or if deposited in the United States mail. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:

DEAN WALCZAK
FINANCIAL MANAGEMENT LLC

If to the Consultant: Dean Walczak
Dean Walczak Financial Management LLC
1750 Albert St.
Falcon Heights, MN 55113

If to the Company: Academic Arts High School
60 Marie Avenue E
West St. Paul, MN 55118

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

1. Modification or Amendment: No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
2. Entire Understanding: This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
3. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

The Avalon Charter School

Dean W. Walczak

By: _____

By: _____

Board Chair – Academic Arts High School

Dean Walczak Financial Management LLC-
Consultant

DEAN WALCZAK
FINANCIAL MANAGEMENT LLC

EXHIBIT A

Duties, term, and compensation

DUTIES:

All duties specified and agreed to in Exhibit B, Proposal for services. Reasonable additions or exceptions to the agreed upon services are to be negotiated and agreed upon before services will be performed. Duties include a monthly financial report documenting the financial position of the Company. Other reports include a report of monthly services rendered supported by reasonable documentation

The Consultant will report directly to the Program Director and to any other party designated by him/her in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Consultant. Such duties will be written as addendums to the current contract.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through June 30, 2019. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Consultant at the rate of \$2975 per month. Such compensation shall be payable within 15 days of end of the month beginning July 1st, 2018.

PROPOSED REVISIONS TO 6.8 Sections 2-8

6.8 LEAVES OF ABSENCE

2. Voting

Employees will be granted time-off on Election Day to vote in any statewide general election or to fill a vacancy in Congress. Employees are encouraged to vote prior to or after normal working hours if it is at all possible.

3. Absences for Child's School Activities (Minnesota State Law)

Under Minnesota Law regarding working-parent rights, every employee is entitled to take up to 16 hours unpaid leave a year to attend their children's school conferences, classroom activities, child care or other early childhood program. Employees may use PTO. The employee should try to give their supervisor reasonable notice of the upcoming absence.

4. Absences for Sick Child Care

Under Minnesota Law regarding working-parent rights, if working at least half time, employees are allowed to use accrued PTO to care for a sick dependent child. A dependent child is defined the same as in the Edvisions Cooperative health insurance policy. See 6.8.7 below if the child's illness is three days or longer.

5. Jury Duty

An employee who has completed 90 days of employment and has been summoned for jury duty will be allowed time off with pay for jury duty. This does not count against an employee's accrued PTO. The employee will need to show evidence of selection and any fees received are to be given to Academic Arts High School except for allowance for transportation to and from jury duty.

The employee is expected to work as much of the regularly scheduled assigned day as possible when not actually on jury duty. Employees are required to work before and after jury duty if able to work a minimum of two consecutive hours. Employees should give Academic Arts High School as much advance notice as possible. Employees who are already off work and receiving Disability Leave pay are not eligible to receive additional paid time due to serving on jury duty.

6. Military Leave

Time off *without pay* will be granted to employees who are required to report for military duty, including Reserve and National Guard duty. Disability Leave will be used during this time off.

7. Child Care/Family and Medical Leave

Child Care/Family Medical Leaves are to affirm Edvisions Cooperative and Academic Arts High School's commitment to children and families. This parenting/child care leave

and family medical leave policy is hereby created to provide all employees with a clear understanding and interpretation of the use and administration of Minnesota Statutes (Parenting /Child Care Leave) and Federal Public Law (Family and Medical Leave Act).

Furthermore, the EdVisions Cooperative staff will provide its members with support and assistance in reviewing and selecting the most appropriate options available to them. For the purposes of this policy, “parent” shall be an eligible employee who is a natural or adoptive parent or guardian.

All leaves covered by this policy, except as provided for in Federal law, Minnesota Statute and/or PTO policy shall be unpaid leave. The statutory leaves set forth benefits that must be provided to all employees who are eligible for the leaves.

Six-week Leave

An employee who does not qualify for leave under the Family Medical Leave Act (12 week leave –see below) may qualify for a six-week unpaid leave for birth or adoption of a child. The employee needs to request the leave at least 30 days in advance. Academic Arts High School will continue to provide health insurance benefits under its group health plan under the same conditions coverage would have been provided had the employee not taken a leave. An employee’s failure to pay on time may result in termination of coverage. Repayment of the school’s contribution may be required should the employee not return from the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

Twelve-week Leave

Regular full-time employees who have been employed by Academic Arts High School for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave 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:

- Birth of the employee’s child;
- Placement of an adopted or foster child with the employee;
- To care for the employee’s spouse, son, daughter, or parent with a serious health condition; and/or
- The employee’s serious health condition makes them unable to perform the functions of their job.

1. For the purposes of this policy, “year” is defined as a rolling 12 month period measured backward from the date the employee uses any leave.
2. A “serious health condition” typically requires either inpatient care, an absence of 3 or more days for a serious health condition 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.

3. Eligible spouses employed by Academic Arts High School are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth 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 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, or because of the staff member's own serious health condition.
4. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the school site 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.
5. If an employee requests a leave for a serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient 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.
6. Requests for leave shall be made to the Teacher Professional Partnership. Employee must give 30 days written notice of a leave of absence where practicable. 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 site, subject to and in coordination with the health care provider.
7. During the period of a leave permitted under this policy (which does not exceed a total 12 work weeks in the applicable 12 month period), the school 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. The employee may be allowed to substitute earned PTO leave for unpaid leave: the eligible PTO days must have been earned in the months prior to the implementation of the unpaid leave.
8. Employees returning from leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period) are eligible for reinstatement in the same or 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.
9. An employee who does not return to work after leave or does not return for at least 30 working days, may, in some situations, be required to reimburse the Academic Arts High School for the cost of the health plan premiums paid by it.

10. The provisions of this policy are intended to comply with applicable law, including the Family and Medical Leave Act of 1993 (FMLA) and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by that ACT and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, that language of the applicable law will prevail.

8. Extended Personal Leave

There may be a situation that arises that does not fit in one of the above categories. If that is the case the employee should contact EdVisions Cooperative to determine options for an unpaid personal leave up to 4 weeks. Contact the EdVisions Cooperative for the Leave Request Form.

AAHS Graduation Requirements & Transfer Credit Policy

AAHS Graduation Requirements

- 1 Block class = 1 Credit
- 86 credits to graduate

Credit Areas

- Language Arts: 16
- Social Studies: 14
 - 4 US History
 - 4 World History
 - 2 Geography
 - 2 Citizenship and Government
 - 1 Economics
 - 1 Budgeting
- Math: 12
 - 4 Geometry
 - 4 Algebra II
 - 4 Probability and Statistics
- Science: 12
 - 4 Life Science
 - 8 Other
- Fine Art: 4
- Electives: 28
 - Required Electives 11
 - 2 Phy. Ed
 - 2 Health
 - 3 Life Plan
 - 4 Senior Project
 - Other Electives 17

Direction Conversion: AAHS will convert credits earned at respective schools according to the conversion scheme for each school. If students transfer to AAHS with credits from multiple schools then credits earned at each school will be transferred using each respective school's conversion regime, not necessarily using the transcript from the most recent school.

Credit Conversion from Other Districts: Credits from other districts are converted as indicated below. If a student has more than the required number of credits in a particular content area, additional credits are assigned as electives. If conversion results in a decimal (e.g. 11.28) credits will be rounded up at or above “.5” and rounded down below “.5”.

Districts with whole number conversion ratios:

- SPPS- 1:1
- Sibley - 1:4 (multiply Sibley # by 4)
- Connections Academy - 1:4 (multiply Connections # by 4)

Districts that require a credit conversion equation for specific content areas:

- Hopkins (ISD 287)
- [Bluesky Online](#)
- Minnesota Virtual High School
- East Ridge High School
- SSP

$$\frac{\text{Credits Earned @ Old School}}{\text{Credits Required By Old school}} \times \text{Credits Required by AAHS}$$

Content Area	Hopkins (287)	Blue Sky Online	MN Virtual High School	East Ridge High School	SSP	AAHS Requirement
Language Arts	8	4		12	12	16
Social Studies	8	3.5		10 (including 1 credit Econ)	12	14
Science	6	3.5		9	9	12
Math	6	3		9	9	12
Fine Arts	2	1		2	1.5	4
Phy Ed	2	0.5		1	1	2
Health	1.5	0.5		1		2
Electives	20.5 (including financial literacy)	6 (not including 1 Art elective)		24 (including PhyEd and Health)	20.5	28 (including PhyEd, Health, Life Plan, and Sr Project)

PROPOSAL B--6.8.1 (YES Payout Option)

6.8 LEAVES OF ABSENCE

1. Leave Days

Paid time off (PTO) will be honored following 30 days of employment. The grid below outlines PTO hours/days.

Years worked	PTO (10 Month Employee)	FOR 12 Month Employee (ADD)	Total for 12 month
0 - 1	72 hours (9 days)	8 hours (1 days)	80 hours
2 - 4	80 hours (10 days)	16 hours (2 days)	96 hours
5 - 6	88 hours (11 days)	24 hours (3 days)	112 hours
7+	96 hours (12 days)	32 hours (4 days)	128 hours

If an employee chooses to resign or is terminated before the satisfactory completion of their most recently signed work agreement, the employee's unused accrued PTO will not be reimbursed.

If a current employee elects not to sign a work agreement offered by Academic Arts High School for the following academic year (voluntary non-renewal), or if Academic Arts High School elects not to offer the employee a work agreement for the following academic year (involuntary non-renewal), accrued PTO shall be reimbursed at a rate determined by the Board. Effective August 27, 2018, that reimbursement rate shall be \$50.00 for every eight (8) hours of accrued PTO, rounded down to the nearest eight-hour unit (i.e. 38 hours would be paid out as 32 hours), and shall be paid upon the successful completion of the employee's current work agreement.

Full-time licensed teachers and/or salaried employees shall take no more than 10 consecutive days off unless approved.

PTO for the school year is added to the employee's PTO bank (maximum 240 hours) at the issuance of their first paycheck for that school year. PTO taken will be subtracted from the employee's accrued time bank in hourly increments. Temporary employees, contract employees, and interns are not eligible to accrue PTO.

To take PTO requires two days of notice to the Personnel Committee unless the PTO is used for legitimate, unexpected illness or emergencies. (Use the Paid Time Off form to request PTO.) A maximum of three employees may take PTO per work day, and legitimate uses are granted on a first come basis. In all instances, except as noted above, PTO must be approved by the Personnel Committee in advance.

Employees may use PTO for any unpaid leave days covered under section 6.8 if desired, but all other instances of absence require PTO to be used until the employee's PTO bank reaches 0 hours. At that time, all future time off is considered unpaid leave.

Employees will be notified once their bank reaches 24, 16, 8, and 0 hours. In the event an employee takes unpaid leave at 0 banked hours, a formal warning of their contracted work time is issued.