Nerstrand Elementary School
Board of Directors Meeting
November 13, 2017 - 3:30 p.m.
Nerstrand Elementary School Media Center

A G E N D A

Nerstrand Elementary School will empower students to be self-directed lifelong learners by providing a nurturing multi-age environment which fosters cooperation and character development.

1.0 Call to Order
   1.1 Roll Call

2.0 Approve Agenda

3.0 Opportunity to Report any Board Conflicts of Interest

4.0 Approve October 9, 2017 Board Meeting Minutes

5.0 Community Comment

6.0 Reports
   6.1 Director Report
   6.2 Enrollment Update
   6.3 Finance Committee Report
   6.4 Copier update

7.0 New Business
   7.1 Ongoing Board Training: State Data Practices Law
   7.2 Approve FY18 SpEd contract with Strategic Staffing Solutions (Rachel Tressel – Physical Therapy) - $78/hr
   7.3 Approve FY18 SpEd contract with Student-centered Services, LLC - ECSE (Rebecca Knutsen) - $90/hr
   7.4 Ongoing Board Training: Employment (EdVisions powerpoint)

8.0 Old Business
   8.1 Review BOD working calendar
   8.2 Review and discuss Nerstrand Elementary School By-laws – second reading

9.0 Other
   9.1 Next Board of Directors meeting 3:30pm, December 11, 2017, Nerstrand Elementary School Media Center

11.0 Adjournment
Nerstrand Elementary School
Board of Directors Meeting Minutes
October 09, 2017

Members present
Andrew Lubinski
Carmen Bonde
Matthew Keseley
Sarah Stensrud
Paula Shroyer
Rich Bailey
Jason DeMars

Others/ Members absent

Others Present
Keith Johnson
Maggie Kiley
Barb Grote

1.0 Call to Order. Meeting called to order at 3:31 pm.

1.1 Roll Call


3.0 Opportunity to Report any Board Conflicts of Interest. No conflicts noted.


5.0 Community Comment. No comments noted.

6.0 Reports

6.1 Director's Report

6.2 Finance Committee Report
6.3 Enrollment Update. Current enrollment: 149.

7.0 New Business

7.1 Ongoing Board Training - Governance


8.0 Old Business

8.1 Reviewed BOD working calendar.

8.2 Reviewed and discussed Nerstrand Elementary School By-laws. Proposed adding Treasurer position to By-laws. Tabled for second read in November.

(Maggie will forward proposal to NEO for review)

9.0 Other

9.1 Next Board of Directors meeting 3:30pm, November 13th, 2017, Nerstrand Elementary School Media Center


Signed________________________________            __________________________________
Chairperson of the Board                                       Clerk of the Board
November, 2017, Director’s Report

The purpose of Nerstrand School is to provide a warm, nurturing, joyful environment filled with curiosity and celebration.

Our mission is to empower students to be self-directed, lifelong learners by providing a nurturing, multiage environment that fosters cooperation and character development.

November Highlights

Art Adventures is parent volunteer program, that introduces our students to pieces of art from the Minneapolis Institute of Art. Thank you to paraprofessional and parent, Cara Waddell, for all her work in organizing volunteers and training for this experience. Art Adventures goes into all of our classrooms three times this month.

The end of the trimester is in November. Report cards will be sent home on Dec. 1st.

The annual Prairie Feast will be held on Nov. 21st. The first graders are invited to the kindergarten room, where both classes enjoy turkey, mashed potatoes, corn, cranberries and pumpkin pie. Paul and Gretta teach their students about the first Thanksgiving and the importance of friendship.

November Early Release

The Math Committee met during this early release. Teachers were given time to prep for report cards. We began our newest book club. We are reading, The Power of Our Words: Teacher Language That Helps Children Learn.

NEO visits and Annual Meeting

Two NEO representatives visited our school on 10/23 for Learning Walks. The NEO visitors and I observed four classrooms and focused our observations on student engagement. It was a pleasure to see our teachers and students in action, and the many ways that teachers keep their students engaged.

NEO will visit us again on 11/16 for the Formal Site Visit. This visit will include Carmen and myself and is focused on compliance. There is a checklist we are given beforehand to ensure that we are compliant in a variety of areas.

At some point NEO will also attend a Board Meeting(s) to ensure that our Board is following the proper procedures.

On 10/30, Matthew Keseley and I attended the annual Celebration of Leadership Conference. Thank you to Matthew for attending this meeting. We did receive a Proficiency Award for Exceeding the State Proficiency in Mathematics and Reading for Students from Low-income Households.

Math and Tech Committees Update
Both of these Committees have met over the last month. The Technology Committee is focusing on updates in the gym. The Math Committee is reviewing new math curriculum.

**Student Performance**

District Summary Report.

**Personnel Update**

There are no new personnel changes

Reading Corps is still trying to hire someone for Nerstrand.

**5 Mile Radius Enrollment Update**

We are collecting the Petitions to send to our Representative.

**Director Evaluation/Goals for 2017-2018**

**Domain 2: Continuous Improvement of Instruction.** The school leader provides a clear vision as to how instruction should be addressed in the school. Last year we introduced the new reading curriculum we purchased. This year I can see the need to do some reflection on that curriculum and discussions about how it is being integrated. During upcoming early dismissal we will be evaluating our reading core instruction. This is an important process that doesn’t end with the implementation of new curriculum. Although this Domain focuses on the school leader’s vision of instructional implementation, this has to be a shared vision with the teachers.

**Domain 2: Continuous Improvement of Instruction.** The school leader effectively supports and retains teachers who continually enhance their pedagogical skills through reflection and professional growth plans. Quality Professional Development is very important to the future of Nerstrand School. As I move forward as Director, I would like to see our PD become more thoughtful and reflective of the needs of the school. I will be discussing with teachers how they see Professional Development impacts their teaching, and where they see our needs for PD.

Director Goals for 2017-2018 School year.

- Review our current math curriculum with a plan to purchase new curriculum by the end of the school year.
- Create a Technology Committee to plan next steps in purchasing/implementing technology.
- Ongoing review of Science Curriculum with MN State Standards.
- Professional Development, using a book club model.

Respectfully submitted,

Maggie Kiley
Financial Overview:

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<th>2017-2018 Adopted Budget</th>
<th>10-31-17 YTD</th>
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<td>Net Income</td>
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*Audited 6-30-17 Fund Balance 599,148  
Projected 6-30-18 Fund Balance 576,103  
* as % of annual expenditures 35.7%

2017-2018 Budget Summary
- Teacher Salary Schedule @ 94.5% of prior year #656
- Non-teacher Schedule @ 100% of prior year #656
- Assumes enrollment at 150 students
- Budget includes 1% state basic formula increase in FY18 (actual is 2%)
- Continues programs and spending priorities from last year
- Maintains current staffing levels while also improving teacher compensation
- Assumes continued REAP funding
- Technology changes: e-rate, $3,966 internet/firewall/phones payment to #656, lease/maintenance payment to Jaguar, wireless access points installed, possible new copier/copier maintenance contract
- Facility Maintenance Revenue, can be used for any purpose related to school. Phase in:
  - $34 in FY17
  - $85 in FY18
  - $132 in FY19
- Balance Sheet/Trial Balance Report
- Monthly Check Register
- Annual Cash Flow Projection (copy attached)
## Revenues

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## Expenses

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## Nerstrand Elementary
### 2017-2018 Income Statement
#### For the Period Ending 10/31/17

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**Total Expenses** | 1,611,744.58 | 350,899.24 |

**Net Income** | (23,044.74) | 79,549.32 |

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**Estimated 6-30-17 Fund Balance** | 599,148 |

**Projected EOY Fund Balance** | 576,103 |

**% of annual expenditures** | 35.74%
### Trial Balance Summary Report

#### Periods: 201804 To: 201804

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Report Total: $72,642.87
## Nerstrand Elementary School
### 2017-2018
#### Estimated Cash Flow Projection
Assumes 10% Holdback

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* assumes same 6-30-18 misc payables as prior year

rev. 8/15/17
Q & A: Protecting the Privacy of Student Educational Records and Personally Identifiable Information

The Minnesota Department of Education (MDE) Division of Compliance and Assistance developed this document to assist school districts who have raised questions about protecting the privacy of student educational records. The intention of this document is to provide helpful, general information to the public. It does not constitute legal advice nor is it a substitute for consulting with a licensed attorney. The information below should not be relied upon as a comprehensive or definitive response to your specific legal situation. This document may not include a complete rendition of applicable state and federal law.

**Question 1:** What state and federal laws protect the privacy of student educational records and information?

**Answer:** The Minnesota Government Data Practices Act, Chapter 13 of Minnesota Statutes, is the state law that protects the privacy of student educational records. The Federal Educational Rights Privacy Act (FERPA) is the federal law that protects personally identifiable information included in student educational records.


**Question 2:** Is educational data private or public data?

**Answer:** Educational data is private data under state law. Minnesota Statutes, section 13.32, defines educational data broadly as any data on an individual maintained by a public educational agency or institution which relates to a student. Generally, private educational data cannot be disclosed to a third party, unless a statutory exception applies or appropriate consent has been given by the parent or eligible student (18 or older). Minn. Stat. § 13.32, Subd. 3.

FERPA defines education records as any record that directly relates to a student and is maintained by an educational agency or institution or by a party acting for the agency or institution. Personally identifiable information includes a student's name, social security number, student number, or other information linked to a specific student that would allow a person in the school community to identify the student. 34 C.F.R. § 99.3. Generally, under FERPA, personally identifiable information cannot be disclosed without written consent from a parent or an eligible student. 34 C.F.R. §§ 99.30-31.

**Authority:** Minn. Stat. § 13.32, Subd. 3; 34 C.F.R. §§ 99.3 and 99.30-31
Question 3: Can information from a student's private educational record be disclosed to school officials without consent?

Answer: FERPA provides that personally identifiable information from a student's education record can be disclosed without consent if an exception applies. 34 C.F.R. § 99.30. Under one such exception, an educational agency or institution may disclose personally identifiable information from a student's education record without consent if the disclosure is made to a school official, including teachers and paraprofessionals, within the agency or institution that the agency or institution has determined to have a legitimate educational interest to access to data. 34 C.F.R. § 99.31(a)(1)(i)(A).

Authority: 34 C.F.R. §§ 99.30 and 99.31(a)(1)(i)(A)

Question 4: Can private educational data or personally identifiable information be disclosed to any school official simply because they are school or district staff?

Answer: No. According to the Family Policy Compliance Office (FPCO) that enforces FERPA, it is a violation of FERPA for a school to disclose personally identifiable information in a student's educational record to an individual “solely on the basis that the individual is a school official if it does not also determine that the school official has a legitimate educational interest.” Thus, a school must determine that a school official has a legitimate educational interest in accessing a student's educational record in order to comply with FERPA requirements.


Question 5: How does a school or district determine who has a legitimate educational interest?

Answer: FERPA states that “an educational agency or institution must use reasonable methods to ensure that school officials obtain access to only those educational records in which they have legitimate educational interests. An educational agency or institution that does not use physical or technological access controls must ensure that its administrative policy for controlling access to educational records is effective and that it remains in compliance with the legitimate educational interest requirement.” 34 C.F.R. § 99.31(a)(1)(B)(3)(ii). The FPCO states that a school should use a “reasonable methods” approach to determine the appropriate physical, technological, and administrative controls to prevent unauthorized access to education records. These regulations are intended to ensure that access to educational records by school officials, including teachers and paraprofessionals, is limited to circumstances in which the school official possesses a legitimate educational interest in the record.

Question 6: What can I do to prevent unintentional disclosure of private educational data?

Answer: As stated above, teachers and paraprofessionals can discuss student information and pass that information along to other school officials if the school has determined that each recipient of the information has a legitimate educational interest in knowing or accessing the student’s private educational information or if the parent or eligible student has provided consent. As a best practice, school professionals who have a legitimate educational interest in sharing private student educational data should not discuss student information in community areas such as hallways, lounges, and parking lots in order to prevent the unauthorized disclosure of private student data. Furthermore, privacy of information can often not be guaranteed when using emailing and faxing as communication methods. School staff should carefully weigh the risks of the communication methods they use. Overall, school staff should refrain from discussing personal student information in public areas and be aware of the security risks of the communication methods used when sharing private student data, such as in emails or faxes.
Strategic Staffing Solutions

Service Agreement

THIS AGREEMENT made and entered in this October 30th, 2017 by and between Strategic Staffing Solutions, PO Box 276, Mount Pleasant, SC 29466, hereinafter referred to as the Provider and Nerstrand Elementary School 4055-07, 205 South 2nd Street, Nerstrand, MN 55093 hereinafter referred to as LEA.

Witnessed:

I

The LEA, hereby agrees to:

A provide access to appropriate records for the purpose of determining individual physical therapy needs.

B pay the Provider at the rate of $78.00 per hour for contracted services from October 30th, 2017 through June 30th, 2018. Terms are DUE ON RECEIPT.

C to hold all provisions of this Agreement in confidence and to refrain from disclosing any of such provisions to any third party unless already publicly known or unless such disclosure is required by law.

D Notwithstanding any other provision in this contract, the LEA remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state, and local laws, rules and regulations.

II The Licensed Physical Therapist hereby agrees to:

A provide appropriate Physical therapy to students identified as needing services

B consult with the Exceptional Children’s Director, as appropriate, to insure programs are carried out correctly

C submit an authorized monthly accounting of the activities of the Licensed Physical Therapist to the Director of Programs for Exceptional Children’s detailing the dates covered by the billing, the number of evaluations conducted, the number of hours of physical therapy services provided, and the amount of the billing
on the last calendar day of the month which the billing dates cover.

III The LEA and Strategic Staffing Solutions hereby mutually agree:

A that amendments to or dissolution of the Agreement may be made during the term of the Agreement by written approval of each and both parties hereto. It is further agreed that upon dissolution, the LEA's financial consideration shall be on the actual costs incurred during the term of this Agreement at the time of termination.

B that any modifications to this agreement must be written and signed by both parties. If collection activities are necessary, the LEA agrees to pay all the expenses thereof, including reasonable attorney's fees. The LEA consents to the jurisdiction of the courts of the State of South Carolina and agrees that its laws shall govern our relationship.

IV Term of Agreement:

This agreement is entered into the aforementioned date and shall remain in force and is mutually binding upon the parties hereto from the period of October 30th, 2017 through June 30th, 2018 unless sooner amended or terminated by either party in writing with a thirty-day advance notice.

V Non-Competition:

The LEA acknowledges that the therapists provided by Strategic Staffing Solutions are under the engagement of Strategic Staffing Solutions and as such cannot be hired directly, or contracted directly for a period of twelve (12) months after the termination of this agreement.

VI Nondiscrimination:

The parties hereto acknowledge that nothing in this agreement shall be construed to permit discrimination based on race, color, national origin, handicap, religion, age, sex, or any other characteristic protected by law Title VI of the Civil Rights Act of 1964, as amended, or any other federal laws. Further, Section 504 of the Rehabilitation Act of 1973, and the American Disabilities Act require that no otherwise qualified individual with a handicap shall solely by reason of the handicap, be excluded from participation in, or denied the benefits of, or be subjected to discrimination in a facility certified under the Medicaid and or Medicare programs.
VI Indemnification:

The LEA and its agents, employees, or invitees agree to save, indemnify and hold Strategic Staffing Solutions harmless from any injury or damage that may result to any person or property by or from any act or omission to act by the Licensed Physical Therapist or the Licensed Physical Therapist’s agents, employees, or invitees from any cause or causes whatsoever arising from or concerned with Licensed Physical Therapist’s performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

Provider  
Josh Duncan  
Managing Director  
Strategic Staffing Solutions

LEA  
Margaret Kelley  
Nerstrand Elementary School
Independent Contractor Agreement
Early Childhood Special Education Teacher

This Independent Contractor Agreement ("Agreement") is entered into between Student-Centered Services, LLC ("Contractor") at 15298 68th Place N, Maple Grove, MN 55311 and Nerstrand Elementary ("Client") at 205 2nd St S, Nerstrand, MN 55053(collectively, the "Parties"). This Agreement is effective upon execution by all Parties ("the Effective Date").

1. Engagement of Services: The Contractor will provide the Client with the following services:

   ● For students under age seven (7) and enrolled at Nerstrand Elementary and who are referred for a Special Education evaluation during the term of this Agreement, the Contractor will complete all assessment procedures determined to be appropriate and within the scope of practice of an Early Childhood Special Education Teacher. These assessment procedures will be administered after written permission is obtained from the student’s legal guardian and completed within 30 school days. The Contractor will complete all due process related to aforementioned assessment procedures and maintain compliance with timelines as defined by Minnesota Department of Education to the best of her ability. The Contractor will attend meetings on-site, via conference call, or video chat at the Contractor’s discretion.

   ● Other duties determined to be within the Contractor’s expertise and licensure area may be issued within the duration of the Agreement upon agreement by both parties. These duties may include, but are not limited to, provision of indirect service for students under age seven (7) that initially qualify for Special Education or students under age seven (7) that receive Special Education and enroll in Nerstrand Elementary during the term of the agreement, observation of student functioning within the educational environment, consultation with Special Education and general education staff to determine appropriate programming for students, and development of accommodations for students’ Individualized Education Plans.

2. Compensation:
The Client shall compensate the Contractor for services in accordance with the following fee schedule:

   ● $90.00 per hour on-site services (pro-rated, minimum one (1) hour)
   ● $90.00 per hour off-site services (pro-rated, minimum ten (10) minutes)
   ● $45.00 per hour for travel (pro-rated)
   ● $.535 mileage expense

The Contractor shall submit an invoice for services rendered in two week increments. The Contractor shall receive payment from the Client within fourteen (14) calendar days of invoice submission date.

3. Term of Agreement: The term of this Agreement shall commence upon Effective Date and end on August 24, 2018. This Agreement may be terminated by either party with thirty (30) days advance written notice effective as of the expiration of the notice period. Upon termination, the Contractor shall provide the Client with an invoice detailing all services rendered that the
Contractor has not previously received compensation for. The Contractor shall receive payment from the Client within fourteen (14) calendar days of submission of final invoice.

4. **Limitation on Liability:** To the maximum extent permitted by applicable law and notwithstanding the failure of any remedy to fulfill its essential purpose, in no event shall either party be liable for any indirect, special, punitive, or consequential damages, including without limitation loss of profits, arising from or related to this agreement regardless of the form of action even if the party was informed of the possibility of such damages.

5. **Authority:** The Parties represent and warrant that they are authorized to enter into this Agreement. The Parties represent and warrant that they have not assigned or otherwise transferred any claim or cause of action released by this Agreement and that no other person or entity has any interest in the matters released in this Agreement.

6. **Independent Contractor Relationship:** The Contractor's relationship with the Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. The Contractor will not be entitled under this Agreement to any of the benefits that the Client may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. No part of the Contractor's compensation will be subject to withholding by the Client for the payment of any social security, federal, state or any other employee payroll taxes. The Contractor may perform the services required by this Agreement at any place or location and at such times as the Contractor shall determine.

7. **Intellectual Property Rights:** The Parties agree that any intellectual property created by the Contractor in the performance of this Agreement is owned exclusively by the Contractor, and the Contractor has all rights to said intellectual property.

8. **Governing Law:** This Agreement shall be governed by the laws of the State of Minnesota and shall be venue in Hennepin County, Minnesota.

9. **Severability:** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

10. **Cumulative Rights:** Any specific right or remedy provided in this contract will not be exclusive but will be cumulative of all other rights and remedies.

11. **Force Majeure:** Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party’s performance is delayed for a period exceeding thirty (30) days from the date the other
party receives notice under this paragraph, the non-affected party will have the right without any liability to the other party, to terminate this agreement.

12. Waiver: Failure of either party to insist on strict compliance with any of the terms, covenants, and conditions of this agreement shall not be deemed a waiver of such terms, covenants, and conditions, or of any similar right or power hereunder at any subsequent time.

13. Entire Agreement: This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

14. Notices: All notices shall be in writing and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the parties at their respective addresses set forth at the beginning of this Agreement. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.

I REPRESENT AND AGREE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS AND CONDITIONS. I REPRESENT I AM COMPETENT TO ENTER INTO THIS AGREEMENT AND THAT I AM DOING SO VOLUNTARILY, FREE OF ANY DURESS OR COERCION.

________________________________________  ________________________________
CONTRACTOR SIGNATURE                  Dated

Rebecca Knutsen
Student-Centered Services, LLC
15298 68th Place N
Maple Grove, MN  55311

________________________________________  ________________________________
CLIENT SIGNATURE                        Dated

Nerstrand Elementary
205 2nd St S
Nerstrand, MN  55053

10/27/2017
EdVisions’ HR Day

Thursday, Oct. 12th 2017
Agenda for the Day:

10:00 - Work Comp with Jake Nelson, Brown & Brown [Work Comp Preferred Providers]
10:45 - EdVisions Schools
11:00 - Clairmont Financial
Noon - Lunch & Networking
12:45pm - Continued HR Presentation
2:30pm - Question & Answer time
Co-op Communication

- Monthly Coop Newsletters
- Phone: Kay = 1-952-855-4320
  Andi = 1-507-276-5830
- Emails: kay@edvisionscooperative.org & andrea@edvisionscooperative.org
- CEU Committee: CEU Memo
Payroll Dates to Remember

Remember…. the calendar matters!

Payroll Calendar
Time & Attendance Platform:

Thoughts and interest in using?
Group discussion - what currently are you doing to Track time & attendance?
Payroll In’s & Out’s

1. Options for payment:
   a. ACH Payment
   b. Check to the Co-op Office by the 15th

2. Direct Deposit & Payroll Checks
   a. Mailed to schools to be handed out
   b. Emailing of direct deposit notices?
   c. If 20th falls on weekend, we will deposit funds on Friday.
2017-18 Co-op Events

- Monthly HR Training Opportunities or Quarterly Information & Discussion Sessions
- March 9th, 2018 Spring Conference
- CEU Committee meetings
Hiring Process: from the beginning

Begin by Posting the Position
The Interview: The Do’s and Don’ts

HR360 interview Interview Questions
References: Check References, Make Calls

HR360 Reference Check Reference Checklist

What will you say when asked for a reference?
Files: Employee Files – Pre-employment files are separate from anything after employment begins.
**Employment Agreement:** The offer of employment is “At-Will”, The Employment Agreement is conditional on background check and having MN licensure (teachers) [sample agreement] be sure the school rep signs agreement first.

- **Hire date versus Start Date!** Start Date - is what is used for benefits and 30-day wait.
- **Salaried versus Hourly** - [HR 360 Exempt Vs. Non-Exempt](#)
- **FLSA Exemptions**
- **Titles for employees & TRA** - Be careful when giving titles on Employment Agreements.
Employment Agreement & Benefits

Be sure to review what benefits are employer paid and those that are optional.

**Co-op’s basic requirement**

- **Health Insurance:**
  - Single: Employee pays: ______/mo. Employer pays: $544.61/month
  - Family: Employee pays: ___remaining balance__/mo.
- **Short Term Disability,** Employer pay: 100%
- **Long Term Disability Insurance,** Employer pays: 100%
- **Life Insurance,** Employer pays: 100%
- **Dental Insurance** Employee pays: ______ Employer pays: ______
- **Vision Insurance** Employee pays: ______ Employer pays: ______
- **TRA** 7.5% deduction and 7.5% contribution
- **TSA** 5% deduction and 5% contribution (for non-licensed staff)
  
  All staff may choose to deduct an additional percentage but it is not matched

- **Paid Time Off** *(Refer to Employee Handbook)*
- **Other** (Continuing Education, etc.). *(Refer to Employee Handbook).*
Hiring Process: At-Will Employment

At-Will Employment - gives both employee and employer* the right to end the employment relationship.

*Employer still needs to have shown good faith in termination.

When offering employment to a prospective employee, a charter school must give that employee a written description of the terms and conditions of employment and the school's personnel policies.

Send a copy of all Employment Agreements to EdVisions Coop for our records!
Background Checks & Negligent Hiring

1. Completed after the offer of employment
   a. employment agreement is conditional until background check is clear.  
      Sample Informed Consent Form

2. Who needs a background check? (use a company)
   http://www.house.leg.state.mn.us/hrd/pubs/bkgdchck.pdf

3. Avoid Negligent Hiring Liability
   By: completing reference checks, and background checks.  
   Set high standards for employees of schools.
Here’s the Process:

1. For all new employees, have them complete the employment paperwork 2017/18 on or before the first day of employment. Then scan them back to Kay at the Co-op Office, kay@edvisionscooperative.org  Employment Paperwork 2017/18

   *Please return paperwork as soon as possible, New Hire Reporting Requires this information. Site Rep. should sign employee information sheet*

2. From there, we will be using the EASE Central site to do the rest, so we must have an email for each employee!

   Also - please remember that the start date is the 1st day they are working in the building and not the hire date.
EASE Central Enrollment Process

1. Logins sent from EdVision Co-op
2. Employee has 30 day window from hire date to enroll.
3. Reminders are sent from Co-op to complete.
4. FT employees (1,000hrs. annually) will have benefits additionally, must enroll or waive.
5. Enrollment reminders sent by Co-op until completed.
I-9 Compliance

1. I-9’s must be complete on the 1st day of employee’s employment.
2. Employee completes Section 1 & provides documentation
3. Employer/Site must verify documents, fill out and sign Section 2 of I-9, [I-9 Form]

Be sure to verify documents physically and sign section 2.
EdVisions’ Benefits - Who qualifies?

EdVisions considers anyone who averages 1,000 hours annually eligible for benefits

- **Employer provided** = LTD/STD, Life, TRA or TSA (up to 5% match), minimum of Single $1,500 Health Insurance**

- **Employee may elect** = Dental, Vision, Additional Life, Additional TSA & Flex Spending

**if not taking Health - offer the dental/vision paid by school
EdVision’s Benefits - When & How

- Open enrollment will likely be May 2018, new plan goes into effect July 1, 2018.
- New employees - 30 day enrollment window during wait period.
- Qualifying Event:
  Qualifying Life Event (QLE) A change in your situation — like getting married, having a baby, or losing health coverage — that can make you eligible for a Special Enrollment Period, allowing you to enroll in insurance outside the yearly Open Enrollment Period.
Short-Term Disability (Cigna)

- Begins after 14 days being out due to a medical incident.
- Pays out at 60%, weekly payments
- Medically driven, takes doctor’s signature
- Goes until medical event is over or long-term disability kicks in (90-days)
Long-Term Disability (Cigna)

- Begins after 90 days of short-term disability.
- Pays out at 60%, monthly payments
- Medically driven, requires doctor’s signature
- Goes until medical event is over or ….
TRA & TSA

All benefit eligible employees able to participate.
TRA - those in positions requiring licensure.
TRA Pension Video
TSA - for all employees without licensure.
TSA Agents
TRA Reminders

● Dates are important
  ○ Start date
  ○ Termination Date

● Annuitant - those receiving a TRA pension.
  ○ Those 55 and older could be annuitants

● Watch for email in late March regarding calendar and base salary

[Link to TRA Manual]
Terminating Employees: the Do’s & Don’ts

1. Documentation & CAP’s (Corrective Action Plan)
   a. need documentation in personnel file
   b. does the employee know of the issue/problem
      i. They should!
   c. has a Corrective Action Plan been used

2. Contact HR @ EdVisions for support
   a. letter of termination
   b. last paycheck
   c. Last day of employment to Co-op

3. COBRA NOTICE - need termination notice as soon as possible
Non-Contract Renewal

Non-Renewal Notice: given end of employment year to notify an employee that an employment agreement will not be offered for the next year.

Sample Non-Renewal
Unemployment Process

Forms & timelines are very important

Unemployment Request

Scenarios & Discussion
MN Final Payment Rules:

If the Employee is Involuntarily Terminated

The final paycheck is due immediately or within 24 hours of demand.

Exceptions

- If the discharged employee was entrusted with money or property during employment, the employer has an additional 10 calendar days after the date of separation to audit the accounts of the employee before the employee's wages are to be paid.

If the Employee Quits

The final paycheck is due by the next payday, not to exceed 20 days from the last day worked.

Payment of Unused Benefits on Termination

Company policy can determine when any benefits are due, such as vacation, sick leave and severance packages. Benefits are payable within 30 days of when they become due.
MN Meals & Rest Breaks

Meal Breaks

- Unless otherwise provided by a collective bargaining agreement, employees who work at least 8 consecutive hours must be given sufficient time to eat a meal (the break may be unpaid).
  - A break less than 20 minutes long must be counted as time worked.

Rest Breaks

- Employees must be given adequate time from work every 4 consecutive hours to utilize the nearest convenient restroom.

Nursing Mothers

- An employer must provide reasonable unpaid break time each day to an employee who needs to express breast milk for her infant child. The break time must, if possible, run concurrently with any break time already provided to the employee.
- An employer is not required to provide break time if to do so would unduly disrupt the operations of the employer.
- An employer must make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a toilet stall, where the employee can express breast milk in privacy. The employer would be held harmless if reasonable effort has been made.
PTO: Paid Time Off: Each site determines their own policy. PTO days are more equitable for all. 10/year earned over the course of the year is EdVisions suggestion.  

FMLA - Family Medical Leave Act: The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Must have worked 1,250 hours/12 months prior to the start of the FMLA leave.  

ADA - Americans with Disabilities Act: The Americans with Disabilities Act gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, State and local government services, and telecommunications.
HR Records: Retention & Destruction

Generally an employer could establish the following retention periods for both electronic and paper-based records:

**Personnel:** 7 years after termination.

**Medical/benefits:** 6 years after plan year. *

**I-9 forms:** Not more than 3 years after termination.

**Hiring Records:** 2 years after hiring decision.

(* an exception would be to maintain employee exposure records for at least 30 years)
Employee Discipline & Documentation

Documentation is the key to Discipline

Documentation Template  HR360 Delivering Negative Feedback Handling Employee Discipline  How to Handle an Employee who thinks they are perfect

An employee’s personnel file is where documentation belongs.
- review it with the employee
- have the employee sign it - document if they refuse to sign
- give the employee a chance to respond to documentation
- give the employee a copy
- Is it corrective action?...send a copy to EdVisions!
Handbook & Acknowledgment Form

All employees should receive an employee handbook at the start of their employment each year. Reviewing the handbook with all staff on a yearly basis is recommended. Have all employees sign acknowledgment form. Handbook Acknowledgment Form
Main Point: Regardless of the role, employers should carefully handle all employee medical information.
What is FERPA and how to comply with it?

Training Video
FERPA Scenarios

MN Personnel Data - Training Video

Open Meeting Law - Open Meeting Video

Data Privacy & Open Meeting Law Review
Evaluation of Non-Teaching Staff

Evaluation methods:
1. Job Description Evaluation by Supervisor
2. Personal Rating or Evaluation of own position  
   Sample self evaluation
3. Peer Reviews

Whatever the choice, let the employee know how they will be evaluated early in employment.
Tennessen Warning

What is a Tennessen warning notice?
The government must give individuals notice when collecting private or confidential information from them. This is referred to as a "Tennessen warning notice." Government may also call it a "privacy notice," a "notice of collection of private/confidential data," or something similar. The purpose of the notice is to enable people to make informed decisions about whether to give information about themselves to the government. (See Minnesota Statutes, section 13.04, subdivision 2.)

What must the notice include?
- The reason government is collecting the data,
- How government plans to use the data,
- Whether the person is legally required to provide the data or may refuse to do so,
- Consequences if the person provides the data,
- Consequences if the person does not provide the data, and
- The identities of people and entities that have access to the data by law. (For example, all notices
Medica Rewards

- Health Club Membership - $20.00 off/month
- 24hr Nurse Line
- On-line Health and Wellness Journeys - can earn up to $100 in gift cards
- Healthy Rewards Cards for use at Rainbow, Cub Foods & Byerly’s
  - [www.mymedica.com](http://www.mymedica.com) log on & sign up!
Monthly or Quarterly?
Best time & date? Last year was 3rd Wednesday
Format: training topic/s and then open questions time
Interest in STAR 12 webinar sessions?
Question/Discussion time....

- Payroll
- Benefit Enrollment 2018/19 - online only?
- HR
  - Site visits?
- Clarifications from today
- Topics you’d like training on?
Nerstrand Board of Directors Work Calendar

August:  Review Policy #
BOD Chair verifies all members have received appropriate BOD training
Certify June Election of Officers (Board Chair, Board Secretary/Clerk)
Approve staff hiring list for the new year
Discuss performance review of School Director

September: Review By-Laws
Review Policy #
Review and create document detailing BOD membership terms

October: BOD chair to review background checks of BOD members
Review Policy #
Ongoing Board Training: Governance (example: Presentation by NEO?)

November: Ongoing Board Training: Employment (example: Presentation from EdVisions)
Ongoing Board Training: State Data Practices Law (Presentation by Maggie)
Review Policy #

December: Ongoing Board Training: Finance (example: presentation from Keith Johnson)
Review Policy #

January: Review BOD member terms and prepare for election
Establish an Election Committee of 3 or more Board members
BOD chair completes check list of trainings provided and attendance
Review Policy #
February:  Assemble Budget Committee
Ensure notification for BOD elections is made public 30 days prior
Review Policy #

March:  Continue budget meetings
Publish/post for interest in BOD open positions
Approve School Calendar for next year
Review Policy #

April:  Continue budget meetings - preliminary budget for next year
Announce 30-day notice for BOD election
Review Policy #

May:  Review preliminary Proposed Budget for next year
Review staff working agreements for presentation in May-June
Discuss/hold BOD election
Review Policy #

June:  Approve revised current year budget (if necessary)
Approve next year's budget (if not already approved)
Approve annual banking resolutions
Approve designated use of REAP funds
Approve next year's Service Contracts
Approve designations of required roles for next year
Certify BOD election results
Election of Officers for next year (Board Chair, Board Secretary/Clerk)
Approve next year's Board Meeting Schedule
Review Policy #
Evaluation of Director
Nerstrand Elementary School
Independent Charter School District #4055
Board of Directors
By-Laws

ARTICLE I - Name
The name of this organization is the Nerstrand Elementary School Board of Directors. For convenience, it is referred to in these by-laws as the Board of Directors.

ARTICLE II - Mission Statement
The mission of the Board of Directors is to ensure the quality of the educational program and the viability of the school through shared decision-making.

ARTICLE III - Purpose
The Board of Directors’ purpose is to focus on all dimensions of the school’s operation, including, but not limited to:
1. School philosophy, goals and objectives
2. School policy
3. Budget
4. Curriculum and instructional direction
5. Staffing
6. Long range planning
7. Communication (home, community, sponsor)
8. School enrollment and organization

ARTICLE IV - Membership
A. The Board of Directors consists of the following members:

1. Four Teacher Representatives (employed/under contract with a cooperative at the school)
2. Two Parent Representatives (parents of enrolled students)
3. One At-large Community Representative (not employed by the school and does not have a child enrolled in the school)
4. Seven Voting Members Total
5. Three ex-officio nonvoting members - school director/chief administrator, administrative assistant, business manager/chief financial officer

B. The members serve a three-year renewable term.
1. Every year, one (1) of the two Parents Representatives or At-large Community Representative terms expire.
2. Every third year, two (2) teacher’s terms expire; in each of the two years prior to third year, one (1) teacher’s term expires.
3. A representative may serve two (2) three-year consecutive terms, after which there must be a one-year hiatus before serving on the Board of Directors again.

C. Termination of membership shall be considered if the Board of Directors member is absent from three consecutive meetings and/or one-half of the meetings in one school year. The Board of Directors shall determine by a simple majority vote that they shall or shall not retain their membership.

D. If a vacancy occurs, every attempt will be made to select a replacement within one month’s time. The replacement will fulfill the remainder of the vacated term.

ARTICLE V - Elections
A. A selection committee of 3 or more members, appointed by the Board of Directors in the spring, oversees the selection procedures and submits names of candidates in the spring of the year.

B. Voters eligible to elect the members of the school’s board of directors include staff members employed at the school (including teachers providing instruction under a contract with a cooperative) and all parents or legal guardians of children enrolled in the school.

C. The school will notify eligible voters of the school board election dates at least 30 calendar days before the election.

D. Within ten business days of the board election, the results will be submitted, with an updated board roster, to the Department of Charter Schools office at 1500 Highway 36 West, Roseville, MN  55113 or mde.school-choice@state.mn.us. The roster shall include member and member-elect names, identification of current officers, affiliation (Teacher, Parent, or At-large Community), terms of office (including seating date) and personal contact information for each member.

ARTICLE VI – Elected Officers
A. Nominations for the officers may come from the floor at the first meeting in July. They are elected by a majority vote through a secret ballot. Officers may be reelected after serving a one-year term.

B. Duties of the officers:
   1. Chairperson.
      The chairperson presides at all meetings of the Board of Directors. The Chairperson may call special meetings of the Board of Directors and must do so at the request of three Board of Directors
members. (S)he collaborates with the building director to prepare the meeting agenda.

2. Clerk.
S/he records the minutes of the meeting and issues a prepared copy to the Board of Directors at least one week prior to the subsequent meeting. Upon approval, meeting minutes will be posted in the front hall of the school and copies will be made available to those requesting them.

3. Treasurer.
The Treasurer shall chair the Finance Committee, assist in the preparation of the budget, help develop fund raising plans, oversee the audit process and ensure that school financial records are maintained and appropriate financial reports are filed with government agencies.

ARTICLE VII - Meetings/Voting
A. The Board of Directors meet once monthly at a regularly scheduled time, Scheduled and special meeting days and times are determined by the Board of Directors and announced to parents, staff, and community. Special meetings may be held at the request of the chairperson or three members of the Board of Directors.

B. Decisions are made by consensus. If consensus cannot be reached and a vote is necessary, decisions will be determined by simple majority of those present and voting.

C. A quorum is a simple majority of the members of the Board of Directors. When a quorum exists, a majority of those present may act, except in the case of amendments to the By-laws (see Article X).

D. All meetings are open to the general public.

E. There will be no proxy votes.

F. Requests to be on the agenda must be submitted to the school office at least one week before the meeting. Members may amend the agenda at the beginning of the meeting.

G. Students may address the Board of Directors.

ARTICLE VIII - Responsibilities
A. The Board of Directors carries out the mission statement by providing direction for the school in accordance with school’s policy, contractual
agreements, and all state and federal requirements unless specific waivers have been granted.

B. The Board of Directors serves as the primary communications link between the school and the community and provides a forum for discussion of school related issues.

C. The Board of Directors monitors school operations through collaboration and guidance with the school director, teachers, paraprofessionals and support staff.

ARTICLE IX - Task Forces
A. Task Forces shall be established at the discretion of the Board of Directors for a specific purpose over a designated period of time.

B. Task Force meetings will be held at the discretion of the committee members.

C. The Task Force chairperson or members need not be Board of Directors members.

ARTICLE X – By-laws Amendments
Amendments to these By-laws may be proposed at any regular Board of Directors meeting. A written notice of the proposed change and the date of the next regular meeting at which the proposed amendment will be discussed shall be posted in the school and sent to each Board of Directors member and to the school director at least ten (10) days prior to the date of the meeting. A favorable vote by five (5) out of seven (7) members is required for approval of any amendment to the By-laws.

Revised 10/10/2000
Revised 10/14/2002
Revised 12/13/2004
Revised 4/12/2010
Revised 11/13/2017