



Stillwater

AREA PUBLIC SCHOOLS

Independent School District 834
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN
School Board Business Meeting Agenda – October 25, 2018 at 6:00 p.m.

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. District Mission Statement and School Board Goals
- V. Approval of the Agenda
- VI. District 834 Legislative Candidates
- VII. Introductory Items
 - A. Student Report
 - B. District Recognition
 - 1. Stillwater Area High School Theater Students
- VIII. Open Forum
- IX. Consent Agenda
 - A. Minutes of September 27, 2018 School Board Meeting
 - B. Disbursement Register October 13 – 26, 2018
 - C. Human Resources Personnel Report
- X. Reports
 - A. First Reading: Attendance Policy – Policy Working Group
 - B. First Reading Discipline Policy – Policy Working Group
- XI. Action Items
 - A. Marine School Purchase Agreement – Ms. Hoheisel
 - B. Brookview Elementary Expansion – Superintendent Pontrelli
 - C. Tentative 2019 Legislative Platform – Legislative Working Group
- XII. Board Member Reports
 - A. Superintendent's Report
 - B. Board Chair Report
 - 1. Work session recap
 - C. Board Member Reports
 - D. Working Group Reports
- XIII. Adjournment
 - A. Adjourn



Agenda Item I.
Date Prepared: October 16, 2018
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: October 25, 2018

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: October 16, 2018
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: October 25, 2018

Background:

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

Board Members

Jennifer Pelletier, Board Chair

Sarah Stivland, Vice Chair

Shelley Pearson, Treasurer

Paula O'Loughlin, Clerk

George Hoepfner, Director

Don Hovland, Director

Mike Ptacek, Director

Denise Pontrelli, Superintendent of Schools (ex-officio)

Abdulaziz Mohamed, Student Representative for 2018-2019

Nikhil Kumaran, Student Representative for 2018-2019

Recommendation:

Board action is not required.



Agenda Item III.
Date Prepared: October 16, 2018
ISD 834 Board Meeting

Agenda Item: Pledge of Allegiance
Meeting Date: October 25, 2018

Background:

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

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

Recommendation:

Board action is not required.



Agenda Item IV.
Date Prepared: October 16, 2018
ISD 834 Board Meeting

Agenda Item: District Mission and School Board Goals
Meeting Date: October 25, 2018

A School Board member will read the District Mission statement.

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

A School Board member will read the School Board Goals

The Stillwater Area Public Schools' Board of Education ensures outstanding learning opportunities for the social, emotional and academic growth of every student in our school district through authentic partnerships and meaningful communication with our community, parents and students. Every decision is made with a commitment to equity for all students and for future generations impacted by our actions.

We provide our stakeholders with regular updates on student achievement along with continual plans to enhance student learning in our district.

We ensure that our systems of management and oversight are clearly defined.

We invite ongoing dialogue and partnership with our community to learn from their knowledge and to enhance learning for our students.

Recommendation:
Board action is not required.



Agenda Item V.
Date Prepared: October 16, 2018
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: October 25, 2018

Background:

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

Recommendation:

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

Motion by: _____ *Seconded by:* _____ *Vote:* _____



Agenda Item VI.
Date Prepared: October 16, 2018
ISD 834 Board Meeting

Agenda Item: District 834 Legislators
Meeting Date: October 25, 2018

Background:

Members of the Legislative Working Group have invited District 834 Legislators to the meeting to share their views on questions regarding education.

Recommendation:

Board action is not required.



Agenda Item VII. A. B.
Date Prepared: October 16, 2018
ISD 834 Board Meeting

Agenda Item: Introductory Items
Meeting Date: October 25, 2018
Student Report and District Recognition

Background:

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

B. Each meeting an individual, team, or program will be recognized for their excellence.

Recommendation:

Board action is not required.



Agenda Item VIII.
Date Prepared: October 18, 2018
ISD 834 Board Meeting

Agenda Item: Open Forum
Meeting Date: October 25, 2018

Background:

If you wish to speak to the School Board, you will be able to do so at the start of the school board meeting during Open Forum. You may sign in only for yourself, not other individuals or groups, and only in person. The sign in sheet is made available 30 minutes prior and up to the start of the meeting. Due to time limitations, we will limit the number of speakers to 12. If you spoke at the last meeting, please consider allowing others to sign in before you. After you address the Board, please leave the podium.

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

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

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

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

Recommendation:

This is for informational purposes only.



Agenda Item X. A. B. C.
Date Prepared: October 16, 2018
ISD 834 Board Meeting

Agenda Item: Consent Agenda
Meeting Date: October 25, 2018
Contact Person: Varies by item

Background:

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

- A. School Board Meeting Minutes October 11, 2018
Contact Person: Paula O'Loughlin, Clerk or Barbara Proulx, Secretary
A copy of the Minutes is included for your review.

 - B. Disbursement Register October 13 – 26, 2018
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
A copy of the register has been distributed to board members.

 - C. Human Resources Personnel Report
Contact Person: Cathy Moen, Executive Director of Administrative Services
A summary of personnel transactions for the month is included for your review.
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Recommendation:

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

Motion by: _____ *Seconded by:* _____ *Vote:* _____



Independent School District No. 834 – Stillwater Area Public Schools
Oak Park Building, 6355 Osman Avenue North, Stillwater, MN
October 11, 2018 – 6:00 p.m. Meeting Minutes

I. Call to Order: The meeting was called to order at 6:10 p.m.

II. Roll Call: Present: Jennifer Pelletier, chair; Sarah Stivland, vice chair; Shelley Pearson, treasurer; Paula O'Loughlin, clerk; George Hoepfner, director (6:35 p.m.); Don Hovland, director; Mike Ptacek, director; and Superintendent Pontrelli, ex-officio. Student Representatives: Abdulaziz Mohamed and Nikhil Kumaran.

III. Pledge of Allegiance: Board chair Pelletier led Pledge of Allegiance.

IV. District Mission and School Board Goals: The mission statement was read by Member Stivland and the goals were read by Member O'Loughlin.

V. Approval of the Agenda

Motion by: Member Stivland; Second by: Member Pearson; Vote: 6 ayes, 0 nays, Motion Carried Unanimously.

VI. Superintendent's Report

Superintendent Pontrelli reported:

- Wished a happy birthday to Abdul Mohamed, Student Board Representative
- Pony Express Awarded the 2018 George H. Gallup award from Quill and Scroll News Media Evaluation service. Stillwater is one of only 10 schools from across the country and the only school in the state of Minnesota to receive this high honor.
- Thanked the people who prepared the meeting space for the school board
- Speech and Debate named to the Prestigious 100 Club
- Shared the schedule for the October 16 Professional Development Day

VII. Introductory Items

A. Student Report

The students reported:

- Provided a sports update
- Student Council meeting for 8th graders and retreat planning
- The Pathways Design and Innovation Team (Portrait of a Graduate)
- 11th graders took the PSAT test
- Theater getting ready to perform "The Man Who Came to Dinner"

A. District Recognition

Superintendent Pontrelli recognized Members of the Homecoming Committee for all of their work this year. Sponsors and volunteers made it all possible. This year we had 71 volunteers, student performers, food trucks, face painting and much, much more!

VIII. Open Forum

1. Julie Mock, 5857 Oakgreen Court spoke of the positive impact that instructional coaches make in the classroom.
2. Isaac Harrington, Transition Student Ambassador, urged the board to keep the transition program at Oak Park.
3. Carl Blondin, 617 Sunrise Avenue, Stillwater, spoke about racism in ISD 834.

IX. Consent Agenda

- A. Minutes of September 27, 2018 School Board Meeting
- B. Disbursement Register September 29 – October 12, 2018
- C. Human Resources Personnel Report

Director Ptacek asked that item B be acted on separately. Motion by: Member O'Loughlin to approve A and C; Second by: Member Stivland; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

Motion by: Member Ptacek to approve item B; Second by: Member Stivland; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

X. Reports

A. St. Croix Valley Aquatic Facility Presentation

Mr. David Reed, Aquatic Committee Chair, and Mr. Duane Proell, Isaac Sports Group, presented information on a community aquatics facility. The St. Croix Valley Aquatic Center Committee is exploring the possibility of building an aquatic center within the district's boundaries, which would be owned and operated as a non-profit organization. Should such a facility be built, the group stated the district could have priority access to a competition pool for its swim teams. The group also suggested the district could utilize the aquatic center and potentially close one or two of its own pools - which would save the district money each year for pool maintenance and operation costs. The group asked the board to help fund phase two of the project's feasibility study at a cost of \$20,000. The school board will consider the request.

B. Safety and Security Update

Board members learned more about how we're working to increase safety and security in our schools in three main areas: physical spaces, prevention and response. Topic highlighted were security surveys of our buildings with sheriff's deputies, expanded staff training, a campaign to reduce stigma around mental illness and the creation of student support groups.

The board recessed from 8:20 – 8:27

Motion by: Member O'Loughlin to move to Action Item A before the Reports Item C; Second by: Member Ptacek; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

XI. Action Items

A. Financial Statements FY 2018

Mr. Aaron Nielsen of the independent audit firm Malloy, Montague, Karnowski, Radosevich & Co. presented the finding of the District 2018 financial audit. Board members approved the 2017-2018 Comprehensive Annual Financial Report, upon which the annual audit is based. According to the independent financial auditors the district has received an "unmodified" opinion on its annual audit; the highest rating possible. This year's audit showed no deficiencies in the district's internal controls and no instances of noncompliance of government auditing standards

Motion by: Member O'Loughlin; Second by: Member Pelletier; Vote: 7 ayes, 0 nays, Motion Carried Unanimously.

Reports

Item C. 2019 Legislative Platform

Members of the legislative working group led an exercise with the board members to help with developing the District's Legislative Platform for 2019.

XII. Board Member Reports

A. Board Chair Report

Chair Pelletier provided an update on the October 10 work session wherein the school board discussed the possible expansion of Brookview Elementary, the possibility of re-opening Oak Park as an elementary school, and were presented a list of possible budget reductions.

Motion by Member Hoepner to place the expansion of Brookview Elementary as action item on the October 25 2018 business meeting agenda; Seconded by Member Hovland; Vote: 4 ayes (Hoepner, Hovland, O'Loughlin, Pelletier) 3 nays (Pearson, Ptacek, Stivland); Motion Carried.

B. Board Member Reports

1. Ms. Pearson stated she is tired of accusations.
2. Mr. Ptacek reported on a recent AMSD meeting and a recent 916 Board meeting.
3. Mr. Hoepner reported he attend the BIZZA event and is sponsoring a child; he also shared information he received at Sandy Hook Promise school security event; and congratulated the Volleyball Team.

C. Working Group Reports

1. Mr. Hoepner announced the policy group is meeting on Tuesday.
2. Ms. O'Loughlin announced the finance group is scheduling a meeting for the week of October 22.
3. Ms. Pelletier announced the community engagement group will be convening soon.

XIII. Adjournment

The meeting adjourned at 10:36 p.m.

Respectfully submitted, Paula O'Loughlin, school board clerk.

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

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Spaulding, Jasmine	Resignation	Community Education Assistant, 4.25 hrs/day Brookview Elementary	CE Leads & Assistants	October 26, 2018

LEAVES OF ABSENCE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Nickleby, Erin	Approve	1.0 FTE AVID & Health Teacher Stillwater Area High School	SCEA	September 10, 2018 - January 18, 2019
White, Dee	Approve	1.0 FTE Special Education Teacher Stillwater Middle School	SCEA	September 21, 2018 - November 23, 2018

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Clark, Tamara	Community Education Assistant, 2.8 hrs/day Andersen Elementary	\$13.61 / hour	Replacement	CE Leads & Assistants	October 8, 2018
Craker, Mary	Cafeteria, 4.0 hrs/day Afton-Lakeland Elementary	\$12.53 / hour	Replacement	Cafeteria	October 24, 2018
Mans-Vail, Savannah	Community Education Assistant, 4 hrs/day Brookview Elementary	\$14.15 / hour	Replacement	CE Leads & Assistants	October 22, 2018
Mock, Parker	Causal Avid Tutor District Wide	\$15.00 / hour	Casual	Casual	October 22, 2018
Mohn, Monica	Community Education Casual District Wide	\$50.00 / hour	Casual	Casual	October 3, 2018
Norby, Vanessa	Student Information Services Coordinator Central Services	\$65,146.00	Replacement	CSS	October 22, 2018
Vold, Bailey	Casual Avid Tutor District Wide	\$15.00 / hour	Causal	Casual	October 22, 2018
Whaley, Patricia	Community Education Casual PAC	\$13.25 / hour	Casual	Casual	October 16, 2018

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Foster, Elizabeth	Paraprofessional, 4.0 hrs/day Stillwater Middle School	Paraprofessional, 6.25 hrs/day Andersen Elementary	Replacement	SCPA	October 9, 2018
Larson, James	1.0 FTE Special Education Teacher Stillwater Middle School	1.0 FTE Special Education Teacher Stillwater Area High School	2018-2019 Staffing	SCEA	October 22, 2018
Scholtes, Adeline	Community Education Assistant, 1.48 hrs/day Lake Elmo Elementary	Community Education Assistant, 3.55 hrs/day Lake Elmo Elementary	Replacement	CE Leads & Assistants	October 22, 2018
Vuppu, Swapna	Early Childhood Assistant, 5.4 hrs/day Brookview Elementary	Community Education Assistant, 7.5 hrs/day Brookview Elementary	Replacement	CE Leads & Assistants	October 22, 2018

ADDITIONAL ASSIGNMENTS

NAME	Position	Reason	Group	EFFECTIVE DATE
Britton, Larry	Girls Basketball Coach Oak-Land Middle School	Replacement	Co-Curricular	October 8, 2018
Connors, Elizabeth	Community Education Assistant, 1.5 hrs/day Rutherford Elementary	Replacement	CE Leads & Assistants	October 8, 2018
Maxwell, Brandon	Girls Basketball Coach Oak-Land Middle School	Replacement	Co-Curricular	October 8, 2018



Agenda Item: X. A.
Date Prepared: October 19, 2018
ISD 834 Board Meeting

Report for Action: First Reading: Attendance Policy
Meeting Date: October 25, 2018
Contact Person: Policy Working Group

Summary:

The policy working group has met and reviewed the recommended attendance policy.

Recommendation:

This is a report for action. The policy will come before the board for a second reading and action will then be requested a subsequent meeting.

STUDENTS

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Student Attendance	503	Adopted:	Annually

I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student’s Responsibility

It is the student’s right to be in school. It is also the student’s responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student’s responsibility to request any missed assignments due to an absence.

2. Parent or Guardian’s Responsibility

It is the responsibility of the student’s parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher’s Responsibility

It is the teacher’s responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher’s responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher’s responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher’s responsibility to work cooperatively with the student’s

parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minn. Stat. § 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
 - ~~(1) — Illness.~~
 - ~~(2) — Serious illness in the student's immediate family.~~
 - ~~(3) — A death or funeral in the student's immediate family or of a close friend or relative.~~
 - ~~(4) — Medical, dental, or orthodontic treatment, or a counseling appointment.~~
 - ~~(5) — Court appearances occasioned by family or personal action.~~
 - ~~(6) — Religious instruction not to exceed three hours in any week.~~

- ~~(7) Physical emergency conditions such as fire, flood, storm, etc.~~
 - ~~(8) Official school field trip or other school sponsored outing.~~
 - ~~(9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.~~
 - ~~(10) Family emergencies.~~
 - ~~(11) Active duty in any military branch of the United States.~~
 - ~~(12) A student's condition that requires ongoing treatment for a mental health diagnosis.~~
1. Parent verified illness. (up to 3 consecutive days or 8 total per year)
 2. Doctor verified illness. (up to 3 consecutive days or 8 total per year)
 3. Family emergencies or serious illness in the family. (up to 3 days per year)
 4. A death or funeral in the student's immediate family or of a close friend or relative. (up to 4 days per year)
 5. Family vacation with advanced notice (up to 5 days per year)
 6. A student's condition that required ongoing treatment for any health related issue (physical or mental) with a note from provider.
 7. Medical, dental or orthodontic treatment or counseling appointment.
 8. Court appearances occasioned by family or personal action.
 9. Religious instruction or holiday with advanced notice.
 10. Physical emergency conditions such as fire, flood, storm, etc.
 11. Serving a suspension.
 12. Active duty in any military branch of the United States.
 13. School bus arrived late

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Work missed because of absence must be made up within 2 days from the date of the student's return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

All absences and tardies are unexcused by default. Students and families have 48 hours from the time a student returns to school to contact the school or produce a letter, note, or any documentation verifying a valid excuse reason in order to convert an unexcused code to an excused code. In cases of recurring unexcused absences, administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes. Students attending Stillwater Area Public Schools who attain 7 or more unexcused absences are considered a habitual truant and may be referred to the county attorney's office.

~~a. The following are examples of absences which will not be excused:~~

- ~~(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.~~
- ~~(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures.~~
- ~~(3) Work at home.~~
- ~~(4) Work at a business, except under a school-sponsored work release program.~~
- ~~(5) Vacations with family.~~
- ~~(6) Personal trips to schools or colleges.~~
- ~~(7) Absences resulting from cumulated unexcused tardies (tardies equal one unexcused absence).~~
- ~~(8) Any other absence not included under the attendance procedures set out in this policy.~~

~~b. Consequences of Unexcused Absences~~

- ~~(1) Absences resulting from official suspension will be handled in~~

~~accordance with the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.~~

- ~~(2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.~~
- ~~(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.~~
- ~~(4) Students with unexcused absences shall be subject to discipline in the following manner:
 - ~~(a) From the first through the _____ cumulated unexcused absence in a [quarter or semester] the student will not be allowed to make up work missed due to such absence.~~
 - ~~(b) After the _____ cumulated unexcused absence in a [quarter or semester], a student's parent or guardian will be notified by certified mail that his or her child is nearing a total of _____ unexcused absences and that, after the _____ unexcused absence, the student's grade shall be reduced by one increment for each unexcused absence thereafter.~~
 - ~~(c) After such notification, the student or his or her parent or guardian may, within a reasonable time, request a conference with school officials regarding the student's absences and the prescribed discipline. The notification will state that the school strongly urges the student's parent or guardian to request such a conference.~~
 - ~~(d) After _____ cumulative unexcused absences in a [quarter or semester] the teacher will reduce the student's letter grade by one increment for each unexcused absence thereafter (i.e. A to A-). However, prior to reducing the student's grade, an administrative conference must be held among the principal, student, and parent.~~
 - ~~(e) After _____ cumulated unexcused absences in a [quarter or semester], the administration may impose the loss of academic credit in the class or classes from which the student has been absent. However, prior to loss of credit, an administrative conference must be held among the principal, student, and parent.~~
 - ~~(f) If the result of a grade reduction or loss of credit has the effect of an expulsion, the school district will follow the procedures set forth in the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.~~~~

C. Tardiness

1. ~~Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.~~

2. ~~Procedures for Reporting Tardiness~~

a. ~~Students tardy at the start of school must report to the school office for an admission slip.~~

b. ~~Tardiness between periods will be handled by the teacher.~~

3. ~~Excused Tardiness~~

~~Valid excuses for tardiness are:~~

a. ~~Illness.~~

b. ~~Serious illness in the student's immediate family.~~

c. ~~A death or funeral in the student's immediate family or of a close friend or relative.~~

d. ~~Medical, dental, orthodontic, or mental health treatment.~~

e. ~~Court appearances occasioned by family or personal action.~~

f. ~~Physical emergency conditions such as fire, flood, storm, etc.~~

g. ~~Any tardiness for which the student has been excused in writing by an administrator or faculty member.~~

4. ~~Unexcused Tardiness~~

a. ~~An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.~~

b. ~~Consequences of tardiness may include detention after _____ unexcused tardies. In addition _____ unexcused tardies are equivalent to one unexcused absence.~~

D. ~~Participation in Extracurricular Activities and School Sponsored On-the-Job Training Programs~~

1. ~~This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school sponsored on-the-job training programs.~~

2. ~~School initiated absences will be accepted and participation permitted.~~

3. ~~A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.~~

- ~~4. If a student is suspended from any class, he or she may not participate in any activity or program that day.~~
- ~~5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.~~

Tardiness Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness. Students who accumulate multiple unexcused tardies will be subject to the discipline rules found within their school handbook.

III. DISSEMINATION OF POLICY

Copies of this policy shall be made available to all students and parents **or guardians** at the **beginning** ~~commencement~~ of each school year. This policy shall **be posted on the district website and** also be available upon request in each principal's office. **Any updates to this policy will be posted on the district website.**

IV. REQUIRED REPORTING

A. Continuing Truant

Minn. Stat. § 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minn. Stat. § 120A.22 and is absent from instruction in a school, as defined in Minn. Stat. § 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minn. Stat. § 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minn. Stat. § 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minn. Stat. § 120A.34;
4. That this notification serves as the notification required by Minn. Stat. § 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minn. Stat. Ch. 260;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minn. Stat. § 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minn. Stat. Ch. 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
~~*Goss v. Lopez*, 419 U.S. 565, 95 S.Ct. 729 (1975)~~
~~*Slocum v. Holton Board of Education*, 429 N.W.2d 607 (Mich. App. Ct. 1988)~~
~~*Campbell v. Board of Education of New Milford*, 475 A.2d 289 (Conn. 1984)~~
~~*Hamer v. Board of Education of Township High School District No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)~~
~~*Gutierrez v. School District R-1*, 585 P.2d 935 (Co. Ct. App. 1978)~~
~~*Knight v. Board of Education*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)~~
~~*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)~~

~~**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)~~



Agenda Item: X. B.
Date Prepared: October 19, 2018
ISD 834 Board Meeting

Report for Action: First Reading: Discipline Policy
Meeting Date: October 25, 2018
Contact Person: Policy Working Group

Summary:

Administration convened a committee to conduct the annual review of the discipline policy. The committee was comprised of 2 parents, 1 student, 1 teacher, 1 principal, 2 assistant principals and 1 district office staff member.

The committee recommended some slight changes to the policy. The policy was then forwarded to the policy working group for review.

The policy working group has met and reviewed the recommended attendance policy.

Recommendation:

This is a report for action. The policy will come before the board for a second reading and action will then be requested a subsequent meeting.

STUDENTS

POLICY TITLE	POLICY NUMBER	ADOPTED	REVIEW FREQUENCY
Student Discipline	506	Adopted: 07-27-2017 Reviewed:	Annually

I. PURPOSE

The purpose of this policy is to help all members of the school community work collaboratively to create a safe, supportive and equitable school climate through the use of positive discipline practices. Effective ~~Proper~~ positive discipline results from an equitable, supportive environment that stresses student self-direction, decision-making and responsibility.

All students have a right to learn and develop in a setting which promotes respect of self, others and property. ~~Proper~~ Effective positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. ~~The Board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.~~

II. GENERAL STATEMENT OF POLICY

1. It is the Board's intent to ensure that students are aware of and comply with the District's expectations for student conduct. Such compliance will enhance the District's ability to maintain discipline and ensure that there is no interference with the educational process.
2. The District believes that a fair and equitable District-wide school discipline policy will contribute to the quality of a student's educational learning experience.
3. ~~Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The District will take appropriate disciplinary action when students engage in misbehavior, as defined in this policy and administrative procedures.~~ The School Board recognizes that a positive and equitable learning environment is essential for students to thrive academically and developmentally.
4. The Board recognizes that no policy will cover all situations. Therefore, the building administrator(s) or designee will make a determination of the violation and/or consequence/disciplinary action when student actions are not specifically addressed. All actions by an administrator/designee will be made on a case-by-case basis.

III. DEFINITIONS

“Assault” is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

“Dismissal” means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

“Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

“Expulsion” means a school board action to prohibit an enrolled student from further attendance for up to 12 months from the date the student is expelled. The authority to expel rests with the school board.

“Removal from class” and “removal” mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five days, pursuant to this discipline policy.

“Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten school days; provided, however, if a suspension is longer than five class periods, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. A suspension may be extended to 15 days when the District has initiated expulsion procedures. *This definition does not apply to dismissal for one school day or less, except as provided in federal law, for a student with a disability.*

IV. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents.
- C. Principal / Building Level Administrator. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall ~~also~~ involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for managing student conduct, with appropriate assistance from the administration. All teachers shall enforce the expectations for appropriate behaviors, as outlined in this policy. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other District Personnel. All District personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent or designee. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents or Legal Guardians. Parents and guardians have the legal responsibility for the behavior of their children, as determined by law and community practice. Parents/guardians are expected to exercise the required controls so that the student's behavior will be conducive to the development of self-discipline and will not be disruptive to the school's educational program. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Community Members. Members of the community are expected to contribute to the establishment of a positive atmosphere at events sponsored by the school district or held on school district property.
- H. Students. All students shall be held individually responsible for their behavior and for understanding and complying with the behaviors outlined in this policy.

V. **STUDENT RESPONSIBILITIES**

All students have the responsibility:

- A. To know and obey all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VI. STUDENT RIGHTS

- A. All students have the right to an education and the right to learn.
- B. Students have the right to be safe and free from threatening situations on school property, at school activities, and in District vehicles.

VII. UNACCEPTABLE BEHAVIOR AND STUDENT DISCIPLINE

- A. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also means a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events.
- B. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the District does not represent that it will provide supervision or assume liability at these locations and events.
- C. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the District or the safety or welfare of the student, other students, or employees. In addition, this policy applies to student conduct that has a nexus to school property or the school environment, including use of social media and other electronic communication.
- D. The following are examples of areas of unacceptable behavior subject to disciplinary action by the District. Definitions of each are included in the administrative procedures associated with this policy. Unacceptable behavior may also include violation of any local, state, or federal law. These examples are not intended to be an exhaustive list. Any student who

engages in any of these activities shall be subject to discipline in accordance with this policy and applicable procedures.

1. Abuse: Verbal, written or otherwise expressed
2. Academic Dishonesty
3. Alarm (False)
4. Alcohol: Intent to sell, give or share, possession or use
5. Ammunition, mace or pepper gas possession
6. Arson
7. Assault: Aggravated, physical, verbal, written, or otherwise expressed
8. Attendance issues
9. Attire
10. Bodily Harm; Inflicting
11. Bullying
12. Burglary
13. Chemicals: Intent to sell, give, or share; or under the influence, attempted possessions, or use
14. Communication Devices
15. Cyber-bullying
16. Damage of or Tampering of Property (Vandalism)
17. Distribution or possession of literature, video, pictures, or otherwise unauthorized materials
18. Driving: Careless or reckless
19. Explosives, Possession and/or use
20. False Threat, Bomb or Other Act of Violence
21. False Fire Alarm: or tampering with or interference with any fire alarm system;
22. Falsifying, Altering or Tampering with Any Records

23. Fighting: Promoting/Instigating
24. Fire Extinguisher: Unauthorized Use
25. Fireworks: Possession or use of
26. Gambling
27. Gang or Cult Activity
28. Harassment
29. Hazing
30. Incendiary/Ignition Device Use or Fire
31. Insubordination
32. Interference, Disruption or Obstruction
33. Lewd Behavior
34. Nuisance and/or Recording Devices
35. Parking
36. Pornography
37. Propping, Rigging, or Disabling a Secure Door
38. Pushing, Shoving, and Scuffling
39. Records or Identification Falsification
40. Robbery or Extortion
41. Sexual Violence
42. Technology Related
43. Terroristic threats
44. Theft, or Knowingly Receiving or Possessing Stolen Property
45. Tobacco
46. Trespassing
47. Vehicle: Unauthorized Use

48. Weapon or Look-alike Weapon; Possession
49. Other acts: as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interfere with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VIII. DISCIPLINARY ACTION OPTIONS

The District will utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the District. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other District personnel, and verbal warning;
- B. Confiscation by District personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact and/or conference;
- D. Removal from class;
- E. In-school suspension;
- F. Suspension from extracurricular activities;
- G. Detention or restriction of privileges;
- H. Loss of school privileges;
- I. In-school monitoring or revised class schedule;
- J. Referral to in-school support services;
- K. Referral to law enforcement or other appropriate authorities, community resources or an outside agency;
- L. Financial restitution;
- M. A request for a petition to be filed in district court for juvenile delinquency adjudication;

- N. Out-of-school suspension under the Pupil Fair Dismissal Act;
- O. Preparation of an admission or readmission plan;
- P. YCAPP (~~Youth Court Action Planning Program~~) alternative to suspension
- Q. Expulsion under the Pupil Fair Dismissal Act;
- R. Exclusion under the Pupil Fair Dismissal Act; and/or
- S. Other disciplinary action as deemed appropriate by the District.

IX. REMOVAL OF STUDENTS FROM CLASS

- A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student’s parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student’s conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher’s ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one activity period or class period of instruction for a given course of study and shall not exceed five such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- B. If a student is removed from class more than ten times in a school year, the school district shall notify the parent or guardian of the student’s tenth removal from class and make reasonable attempts to convene a meeting with the student’s parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for the Removal of a Student From a Class

1. If a student is removed from class, the teacher, principal, or other District employee will complete a report describing the student's behavior.
2. Teachers removing students from class are required to direct the student to the school office and verify his or her arrival as soon as practicable. Teachers will determine whether a student needs to be accompanied to the office, and, if so, make the necessary arrangements.
3. The administrator may, at his/her option, assign the student to supervision in another area specially designated for this purpose.
4. The student will remain in the custody of the building administrator or his/her designee for the duration of the time prescribed.
5. Students removed for more than one class period will receive assignments from the teachers to enable the student to keep up with his/her class work.

D. Return of a Student to a Class from Which the Student was Removed

1. The student may return to class after a conference with the appropriate administrator, teacher, and/or the parent(s)/Guardian(s). At the time of this conference, a plan of action will be established.
2. Students removed from class will be required to examine and take measures to correct it.

E. Notification Procedure

1. Parents/guardians of students removed from class will be notified as soon as practicable of the rule violation that led to the removal, and any conditions for readmission.
2. Students with Disabilities; Special Provisions
3. In cases involving students ~~in need of receiving~~ special education services, appropriate special education staff will be notified of the removal to determine compliance with the student's IEP and to determine whether further assessment or change in the student's IEP is necessary.
4. In cases involving students with suspected disability, the student assistance team or school counselor will be notified and the school's pre-referral intervention process will be followed.
5. Devices for Detecting Chemical/Alcohol Use While on School Premises

6. Administration, with reasonable suspicion of student use of alcohol during the school day, and/or at school sponsored events, may implement or direct the use of a Passive Breath Alcohol Sensor Device to determine alcohol consumption.
 7. Administration, with reasonable suspicion of student use of chemicals, may implement or direct the use of procedures allowed under law, to determine chemical use.
- F. Procedures for Addressing Alcohol and/or Chemical Use or Abuse Problems of Students While on School Premises
1. The District has established a chemical /alcohol abuse pre-assessment team pursuant to Minnesota Statute 121A.26;
 2. The District has established teacher reporting procedures to the chemical/alcohol abuse pre-assessment team, pursuant to Minnesota Statute 121A.29.
- G. Procedures for Encouraging Early Detection of Behaviors Problems and Involvement of Parents/Guardians in Attempts to Improve a Student's Behavior
1. During the enrollment process, schools will gather as much information from parent(s)/guardian(s) as possible to determine any pre-existing academic, behavioral, or attendance concerns.
 2. School administrators will ensure the building is adequately supervised and that a system is in place for reporting behavior concerns, regardless of the time and day.
 3. School administration will have a plan for reviewing attendance records on a regular basis and then act on the attendance concerns in accordance with the appropriate county truancy program.
 4. Schools will establish a structure for teachers to discuss student behavior concerns that is clearly communicated and followed up by administration.
 5. Schools must have a team including administration, counselors, the school nurse, and other staff as available to review student academic, attendance, behavior and social/emotional concerns.
 6. Staff will intervene and support students early on as behavior concerns are surfacing.
 7. Schools will work with chemical health support staff to assess student behavior and determine whether or not chemical issues are present.
 8. In conjunction with the Special Education process, schools will have regularly scheduled meetings to consider whether students with academic, behavioral, or social/emotional concerns might need to be assessed for special education services.
 9. A formal structure will be created to share information as students transition between schools and grades to assist in continuous support and intervention.

10. Schools will communicate with parent/guardian about academic progress and encourage parents/guardians to assist in identifying concerns.

X. DISMISSAL

- A. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of

1. Willful violation of any reasonable school board regulation, including those
2. Willful conduct that significantly disrupts the rights of others to an education, extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding

- B. Suspension Procedures

1. If a student's total days of removal from school exceed ten cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
2. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of 15 days.
3. A child with a disability may be suspended. When a child with a disability has been suspended for more than five consecutive days or ten cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant

members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten days after the sixth consecutive day of suspension or the tenth cumulative day of suspension has elapsed.

4. The school administration will implement alternative educational services when the suspension exceeds five days. Alternative educational services may include, but are not limited to:
 - a. Special tutoring;
 - b. Modified curriculum, instruction, and other modifications or adaptations;
 - c. Instruction through electronic media;
 - d. Special education services as indicated by appropriate assessments
 - e. Homebound instruction
 - f. Supervised homework;
 - g. Enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the student to progress toward meeting graduation standards.
5. The school administration shall have an informal administrative conference with the student who is suspended. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
6. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, implement alternatives to suspension, including but not limited to:
 - a. Strongly encouraging a parent or guardian of the student to attend school with the student for one day;
 - b. Petitioning the juvenile court that the student is in need of services.

7. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within 48 hours of the conference.
8. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible. In the event that the student's parent or guardian is not available for notification of the suspension at the time of the suspension, the student will remain in the school building for the remainder of the school day at a location or locations designated by the principal or his/her designee.
9. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within 48 hours of the suspension. Service by mail shall be complete upon mailing.
10. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five days.

C. Expulsion and Exclusion Procedures

1. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
2. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
3. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain the components required by the Minnesota Pupil Dismissal Act.
4. The hearing on a proposed expulsion shall be scheduled within ten days of the service of the written notice unless an extension, not to exceed five days, is requested for good cause by the school district, student, parent, or guardian.
5. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

6. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
7. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
8. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student ~~and~~ or the parent or guardian providing them with access to and/or copies of the student's records.
9. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
10. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
11. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
12. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
13. The student cannot be compelled to testify in the dismissal proceedings.
14. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two days after the close of the hearing.
15. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the

Commissioner of Education (Commissioner) of the basis and reason for the decision.

16. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within 21 calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
17. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
18. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within 30 days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
19. Whenever a student fails to return to school within ten school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XI. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XII. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within 30 days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

XII. STUDENT DISCIPLINE RECORDS

Complete and accurate student discipline records will be maintained. The collection, dissemination, and maintenance of student discipline records and information shall be consistent with applicable school district policies and federal and state law.

XIII. STUDENTS WITH A DISABILITY

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP.

If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline, up to and including expulsion, unless the student's educational program provides otherwise.

If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XIV. OPEN ENROLLED STUDENTS

The District may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court.

The District may terminate the enrollment of a nonresident student over the age of 17 enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

The District will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this Discipline Policy shall be made available to all

students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy is available, upon request, in each principal's office.

XVI. REVIEW OF POLICY

A committee shall convene annually to review this policy for effectiveness as prescribed by law. The committee will include principal, parent, student, and staff representatives. Recommended changes shall be submitted to the Board of Education for consideration.



Agenda Item: XI. A.
Date Prepared: October 2, 2018
ISD 834 Board Meeting

Action Item: Property Purchase Agreement and Equipment Use Agreement
Meeting Date: October 25, 2018
Contact Person: Kristen Hoheisel, Executive Director of Finance and Operations
Action Timeline: October 25, 2018

Summary:

Ms. Kristen Hoheisel will present the Property Purchase Agreement and Equipment Use Agreement for Marine and provide further information and a purchase agreement for property located at 550 Pine Street, Marine on St. Croix, MN. See Exhibit A for Legal Description of the property.

Administration recommends approval of the Property Purchase Agreement and Equipment Use Agreement.

Attachment:

Purchase Agreement and Equipment Use Agreement

Recommendation:

A motion and a second to approve the Property Purchase Agreement and Equipment Use Agreement.

Motion by: _____ *Seconded by:* _____ *Vote:* _____

PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement (this “Agreement”) is made on this _____ day of _____, 2018 (the “Effective Date”), by and between Stillwater Area Public Schools, Independent School District No. 834, a Minnesota political subdivision (the “District”) and the City of Marine on St. Croix, a Minnesota municipal corporation (and assigns which may only be agencies of the City of Marine on St. Croix and not third parties) (the “Buyer”).

2. **SALE OF PROPERTY.** The District agrees to sell to the Buyer and the Buyer agrees to buy from the District, the real estate located at: 550 Pine Street, Marine on St. Croix, Washington County, Minnesota, legally described on the attached Exhibit A and together with all of District’s right, title, and interest in and to all buildings, grounds, improvements, easements, water, air and mineral rights, privileges, appurtenances, hereditaments, and tenements appertaining thereto (the “Property”) (provided such Exhibit A shall be revised in accordance with the Title Commitment or an applicable survey or subdivision plat or by mutual agreement of the parties to reflect an updated and accurate legal description of the Property).

3. **PURCHASE PRICE AND MANNER OF PAYMENT.** The Buyer shall pay the District \$950,000.00 for the Property (the “Purchase Price”). Upon approval and execution of this Agreement by the Buyer and the District, the Buyer shall pay to Old Republic National Title Insurance Company (the “Title Company”) \$10,000.00 in earnest money and in part payment therefore (the “Earnest Money”). Said Earnest Money shall be deducted from the Purchase Price at Closing. The Earnest Money shall be placed in an escrow account with the Title Company until such time that the District and the Buyer close or terminate the transaction.

4. **OBLIGATIONS OF THE DISTRICT.** The District shall provide the following documentation:

4.1. Representations and Warranties. The representations and warranties of the District contained in this Agreement must be true now and on the Closing Date in all material respects as if made on the Closing Date and the District shall have delivered to the Buyer on the Closing Date, a certificate dated the Closing Date, signed by an authorized representative of the District, certifying that such representations and warranties are true as of the Closing Date in all material respects (the “Closing Certificate”).

4.2. Title. Title shall have been found marketable, or been made marketable, in accordance with the requirements and terms of Section 8 below.

4.3. Performance of the District’s Obligations. The District shall have performed all of the obligations required to be performed by the District under this Agreement in all material respects. Included within the obligations of the District under this Agreement shall be the following:

4.3.1. The District agrees to cooperate with the Buyer as reasonably necessary to permit the Buyer to investigate the Property. Within 15 days of the Effective

Date, the District shall make available to the Buyer and the Buyer's agents copies of all plans and specifications, contracts, reports, records, insurance information, and permits in the District's possession relating to the Property, including, but not limited to any existing Phase I-IV materials, surveys, service and maintenance contracts and records, testing data, and property inspection reports.

4.3.2. The District shall deliver to the Buyer the Title Evidence required in Section 8 on or before 15 days from the Effective Date.

5. CONTINGENCIES WHICH MUST BE EXERCISED BY WRITTEN NOTICE TO THE DISTRICT ON OR BEFORE 120 DAYS OF THE EFFECTIVE DATE (THE "CONTINGENCY DATE"):

5.1. Buyer's Contingencies.

5.1.1. Testing. The Buyer shall have determined that it is satisfied with the results of, and matters disclosed by, any environmental site assessments, soil tests, engineering inspections, hazardous substances, and environmental reviews of the Property, all such tests, assessments, inspections, and reviews to be obtained at the Buyer's sole cost and expense.

a. The Buyer shall pay all costs and expenses of such investigations and testing and shall promptly repair and restore any damage to the Property caused by the Buyer's investigations and testing and return the Property to substantially the same condition as existed prior to entry. The Buyer shall indemnify, defend, and hold the District harmless from any claim for damage to person or property arising from any investigation or testing of the Property conducted by the Buyer, its agents or contractors, including the cost of attorneys' fees.

b. Copies of any written reports, studies, or test results obtained by the Buyer in connection with its inspection of the Property or investigation relating to the Property shall be delivered to the District promptly upon receipt of the same at no cost to the District.

5.1.2. Third Party Approvals. The Buyer shall have obtained from any third party, at its sole cost and expense, on or before the Contingency Date, all consents, agreements, approvals, and adequate assurances that are legally necessary for it to use the Property as intended.

5.1.3 Survey. The Buyer's obligation to close hereunder is subject to its approval of a survey to be obtained by the Buyer at the Buyer's cost and expense.

5.1.4 Title Report. The Buyer's obligation to close hereunder is subject to its approval of a commitment of title covering the Property and all underlying

exceptions to be obtained by the Seller at the Seller's cost and to be supplied by the Seller within 15 days of the Effective Date. The Buyer shall pay the cost of the title search, the Title Commitment fee, and any title insurance premiums or endorsements.

If, on or before the Contingency Date or if required earlier by this Agreement, the Buyer determines that any of its contingencies listed in this Section have not been satisfied in its sole discretion, then this Agreement may be terminated by written notice from the Buyer to the District, which notice must be given no later than the Contingency Date. If the Buyer does not give the District written notice of termination on or before the Contingency Date, all of such contingencies will be deemed to have been satisfied and the parties shall proceed to close this transaction in accordance with the terms of this Agreement. If this Agreement is terminated by the Buyer in accordance with this Section, the District shall direct the Title Company to return the Earnest Money to the Buyer and neither party shall have any further rights or obligations regarding this Agreement or the Property. All of the contingencies set forth in this Agreement are specifically stated and agreed to be for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to unilaterally waive any of its contingencies by written notice to the District.

6. CLOSING. The closing of the purchase and sale contemplated by this Agreement (the "**Closing**") shall be within 30 days of the Contingency Date or such date on which the parties may specify (the "**Closing Date**") in writing. The Closing shall occur at the offices of the District, unless otherwise agreed to by the parties. The District agrees to deliver possession of the Property to the Buyer on the Closing Date.

6.1. District's Closing Documents. On the Closing Date, the District shall execute and deliver to the Buyer the following (collectively, the "**District's Closing Documents**"), all in form and content reasonably satisfactory to the District and the Buyer:

6.1.1. Deed. A limited warranty deed conveying the Property to the Buyer. No restrictive covenants shall be applied to the deed by the District relating to the Property, its use or otherwise.

6.1.2. Seller's Affidavit. A Seller's affidavit as required by the Title Company to issue an owner's policy of title insurance with the standard exceptions waived.

6.1.3. Original Documents. Original copies of any permits, plans, and records in the District's possession.

6.1.4. FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by the Internal Revenue Code Section 1445(b)(2) and its regulations.

6.1.5. Well Disclosure. A completed Well Disclosure Certificate.

6.1.6. Other Documents. Any other documents reasonably required in order to complete the transaction contemplated by this Agreement.

6.2. Buyer's Closing Documents. On the Closing Date, the Buyer shall execute, as appropriate and deliver to the District the following (collectively, the "**Buyer's Closing Documents**"):

6.2.1. Purchase Price. The Purchase Price in good funds (certified or cashier's check or wire transfer).

6.2.2. Other Documents. Such affidavits of the Buyer, certificates of value, or other documents as may be reasonably required in order to complete the transaction contemplated by this Agreement.

7. PRORATIONS. The District and the Buyer agree to the following prorations and allocation of costs regarding this Agreement:

7.1. Title Insurance and Closing Costs. The District shall pay the cost to record any document required to establish marketable title in the District; the cost to file the Well Disclosure Certificate; any fees incurred for updating title, including the cost of preparing the Title Commitment; any state deed tax, conservation fee, or other federal, state, or local documentary or revenue stamps or transfer tax with respect to the quit claim deed to be delivered by the District; the commission due to Cushman & Wakefield; and its own legal and accounting fees associated with this transaction. The Buyer shall pay the cost of all premiums required for the issuance of a title insurance policy and any endorsements; any fees for standard searches with respect to the District and the Property; the fees of any soil tests, surveys, environmental assessments, inspection reports, appraisals, or other tests or reports ordered by the Buyer; recording fees and charges related to the recording of the limited warranty deed; and its own legal and accounting fees associated with this transaction. All closing fees charged by the Title Company and any escrow fees charged by any escrow agent engaged by the parties in connection with this Agreement shall be split equally between the Buyer and the District.

7.2. Real Estate Taxes and Special Assessments. The District shall pay, on or before the Closing Date, all levied special assessments, constituting a lien against the Property as of the effective date, including, without limitation, any installments of special assessments that are payable with general real estate taxes in the year in which Closing occurs. The Property is currently tax-exempt, but in the event that there are any general real estate taxes payable in all years prior to the year in which the Closing occurs, they shall be paid by the District. Any general real estate taxes payable in the year in which Closing occurs shall be prorated between the District and the Buyer.

8. TITLE EXAMINATION. Title Examination shall be conducted as follows:

- 8.1. District's Title Evidence. No later than 15 days from the Effective Date, the District shall furnish the following (collectively, "**Title Evidence**") to the Buyer:
- 8.1.1. Title Commitment. A title commitment for the Property (the "**Title Commitment**").
- 8.1.2. Survey. A copy of any existing land survey of the Property in the District's possession or control. The Buyer, at its option, also may obtain, at its expense, a new survey of the Property. Any new survey shall be certified and delivered to the District as well as the Buyer and any other parties that the Buyer may designate.
- 8.2. Buyer's Objections. No later than 30 days after receiving the Title Commitment, if any, the Buyer must make written objections ("**Objections**") to the marketability of title to the Property based on the Title Evidence. If the Buyer elects to obtain a survey, objections based upon the survey must be made within seven days after receipt of said survey but in no event later than the Contingency Date. The Buyer's failure to make Objections within such time period will constitute a waiver of Objections. Any matter shown on such Title Evidence, other than a mortgage or other lien and not objected to by the Buyer shall be a permitted encumbrance hereunder. Within seven days after receipt of the Buyer's Objections, the District shall notify the Buyer in writing if the District elects not to cure the Objections. If such notice is given within said seven day period, the Buyer may either waive the Objections or terminate this Agreement by giving written notice of termination to the District within 10 days after the District's notice is given to the Buyer. If written notice by the District is not given within the 10 day period, the District shall use commercially reasonable efforts to correct any Objections within 30 days after the expiration of the 10 day period ("**Cure Period**"). If the Title Company is willing to issue a title insurance policy to the Buyer that does not except from title insurance coverage an item the Buyer has objected to, the objection relating to such item shall be deemed cured. If the Objections are not cured within the Cure Period, the Buyer shall have the option to do any of the following:
- 8.2.1. Terminate this Agreement by giving written notice to the District within 10 days after the expiration of the Cure Period and neither the District nor the Buyer shall have further rights or obligations hereunder. In such event the District shall direct the Title Company to return the Earnest Money to the Buyer.
- 8.2.2. Waive the objections and proceed to close without reduction in the Purchase Price. In that event, the District shall agree to an extension of the Closing Date in order to allow the Buyer to resolve Objections, not to exceed 180 days.

The Buyer shall make its election within 10 days after expiration of the District's Cure Period. A failure to make an election within such period shall be deemed an election to proceed to close pursuant to subsection 8.2.2.

9. REPRESENTATIONS AND WARRANTIES BY THE DISTRICT. The District represents and warrants to the Buyer that the following are true in all material respects now and, as modified by any changes about which the District notifies the Buyer in writing following after the date hereof, will be true in all material respects on the Closing Date:

- 9.1. Authority. The District is a Minnesota political subdivision, duly created under and subject to the laws of the State of Minnesota; the District has the requisite power and authority to enter into and perform this Agreement and those District Closing Documents signed by it; such documents have been or will be duly authorized by all necessary action on the part of the District and have been or will be duly executed and delivered; such execution, delivery, and performance by the District of such documents does not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which the District is a party; such documents are valid and binding obligations of the District, and are enforceable in accordance with their terms, subject to bankruptcy, reorganization, insolvency, moratorium, and other laws affecting the rights and remedies of creditors generally and principles of equity.
- 9.2. Utilities. The District has received no notice of actual or threatened curtailment of any utility service now supplied to the Property.
- 9.3. Rights of Others to Purchase the Property. The District has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the sale of the Property contemplated by this Agreement.
- 9.4. Use of the Property. To the best of the District's knowledge without investigation, the Property is usable for its current uses without violating any federal, state, local, or other governmental building, zoning, health, safety, platting, subdivision, or other law, ordinance, or regulation, or any applicable private restriction.
- 9.5. Proceedings. There is no action, litigation, investigation, condemnation, or proceeding of any kind pending or, to the best of the District's knowledge without investigation, threatened against any portion of the Property.
- 9.6. Wells. The District represents that there are two wells on the Property. One of the wells is sealed and the other is active.
- 9.7. Sewage Treatment Systems. No individual sewage treatment system exists on the Property, however, an abandoned sewage treatment system drainfield exists on the Property. The Property is connected to a 201 community septic system. The 201 community septic system is not located on the Property.
- 9.8. Title. The District owns fee title to the Property.

The District's representations shall be true, accurate and complete as of the date of this Agreement, in all material respects and, as modified by any notices given by the District to the

Buyer, on the Closing Date in all material respects. If any time prior to Closing, the Buyer shall determine that any representation herein made by the District was not true in all material respects when made, the Buyer's sole remedy shall be to terminate this Agreement by giving notice to the District and seeking any applicable remedies for breach from the District. The Earnest Money paid by the Buyer shall be returned by the Title Company to the Buyer.

Notwithstanding the above paragraph, all representations and warranties shall terminate on the Closing Date. Any claim by the Buyer not made by written notice delivered to the District before such date the representation or warranty terminates shall be deemed waived.

10. "AS IS, WHERE IS." The Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property "AS IS" with no right of set off or reduction in the Purchase Price. Such sale shall be without representation of warranties, express or implied, either oral or written, made by the District or any official, employee, or agent of the District with respect to the physical condition of the Property, including, but not limited to, the existence of or absence of petroleum, asbestos, lead, hazardous substances, pollutants, or contaminants in, on, or under, or affecting the Property. Other than as expressly stated herein, Buyer acknowledges and agrees that the District has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties District hereby expressly disclaims, except as stated above. The Buyer expressly assumes, at Closing, all environmental and other liabilities with respect to the Property. The Buyer is solely relying upon information and knowledge obtained from its own investigation, experience, and knowledge obtained from its own investigation, experience, or personal inspection of the Property. The Buyer expressly assumes, at Closing, all environmental and other liabilities with respect to the Property and releases and indemnifies the District from same, whether such liability is imposed by statute or derived from common law including, but not limited to, liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Hazardous and Solid Waste Amendments Act, the Resource Conservation and Recovery Act ("RCRA"), the federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act and the Hazardous Materials Transportation Act, all as amended, and all other comparable federal, state or local environmental conservation or protection laws, rules or regulations. All statements of fact or disclosures, if any, made in this Agreement or in connection with this Agreement, do not constitute warranties or representations of any nature. The foregoing provision shall survive Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing.

11. REPRESENTATIONS AND WARRANTIES BY THE BUYER. The Buyer represents and warrants to the District that the Buyer is a municipal corporation; that the Buyer has the requisite capacity, power, and authority to enter into this Agreement and the Buyer's Closing Documents signed by it; such documents have been or will be duly authorized by all necessary action on the part of the Buyer and have been or will be duly executed and delivered; delivery and performance by the Buyer of such documents does not conflict with or result in a violation of any judgment, order or decree of any court or arbiter to which the Buyer is a party;

such documents are valid and binding obligations of the Buyer, and are enforceable in accordance with their terms.

12. CONDEMNATION. If, prior to the Closing, eminent domain proceedings are commenced against all or any material part of the Property, the District shall immediately give notice to the Buyer of such fact and at the Buyer's option (to be exercised within 15 days after the date of the District's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement. The Earnest Money paid by the Buyer shall be returned to the Buyer by the Title Company. If the Buyer fails to give such notice, then there shall be no reduction in the Purchase Price, and the District shall assign to the Buyer at the Closing all of District's right, title, and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing, the District shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without the Buyer's prior written consent. For purposes of this section, the words "a material part" means a part if acquired by a condemning authority would materially hinder Buyer's operations on the Property.

13. COMMISSIONS. The Buyer represents that it has not entered into a contract with any real estate broker, whereby the broker is entitled to a commission resulting from the transaction contemplated by this Agreement. The District represents that it has entered into a contract with Cushman & Wakefield, a real estate brokerage, whereby Cushman & Wakefield is entitled to a 1.75 percent commission on the Purchase Price, which shall be the responsibility of the District. Each party agrees to indemnify, defend, and hold harmless the other party against any claim made by any other real estate broker for a commission or fee based on alleged acts or agreements with the indemnifying party.

14. REMEDIES.

15.1 Buyer's Remedies. If the District fails to consummate this Agreement for any reason except the Buyer's default or the termination of this Agreement pursuant to a right to terminate given herein, the Buyer may, as its sole and exclusive remedy, terminate this Agreement by giving 30 days' written notice to the District, pursuant to Minnesota Statutes Section 559.21, as amended from time to time, in which event the Earnest Money shall be promptly released by the Title Company to the Buyer and upon such release, neither party shall be further obligated to the other (except for the Buyer's and the District's indemnities set forth in this Agreement). The Buyer specifically waives any right to make a claim against the District for compensatory or consequential damages or any other type of monetary claim, except for the indemnity obligations set forth in this Agreement.

15.2. District's Remedy. If the Buyer fails to consummate this Agreement for any reason except the District's default or the termination of this Agreement pursuant to a right to terminate given herein, the District's sole and exclusive remedy shall be to terminate this Agreement by giving 30 days' written notice to the Buyer, pursuant to Minnesota Statutes Section 559.21, as amended from time to time, in which case the Earnest Money shall be tendered by the Title Company to the District.

15. ASSIGNMENT. The Buyer may assign its rights under this Agreement upon obtaining the written consent of the District.

16. SURVIVAL. All of the terms of this Agreement and warranties and representations herein contained shall survive and be enforceable after the Closing.

17. NOTICES. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States mail postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to the District: Independent School District No. 834
Attn: Kristen Hoheisel
1875 Greeley Street South
Stillwater, MN 55082

With a copy to: Sarah J. Sonsalla
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

If to the Buyer: City of Marine on St. Croix
121 Judd Street
Marine on St. Croix, MN 55047

With a copy to: David Snyder
Johnson and Turner
56 East Broadway Avenue, Suite 206
Forest Lake, MN 55025

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit, as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving notice of such change 10 days prior to the effective date of such change.

18. CAPTIONS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

19. ENTIRE AGREEMENT, MODIFICATIONS. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this

Agreement and no waiver of any of its terms will be effective unless in a writing executed by both parties.

20. BINDING EFFECT. This Agreement binds and benefits the parties and their successors and assigns.

21. CONTROLLING LAW. This Agreement has been made under the substantive laws of the State of Minnesota, and such laws shall control its interpretation.

**BUYER
CITY OF MARINE ON ST. CROIX**

By: _____

Its: Mayor

By: _____

Its: City Clerk

**DISTRICT
INDEPENDENT SCHOOL DISTRICT NO. 834**

By: _____

Its: Board Chair

By: _____

Its: Superintendent

EXHIBIT A

Legal Description of the Property

Parcel 1

Lots 8-12, Block 39, Marine Addition, according to the recorded plat thereof, Washington County, Minnesota.

PIN 06.031.19.23.0031

Parcel 2

Lots 1-3 (east of range line), Lot 7, Lot 12, Block 40, Marine Addition, according to the recorded plat thereof, Washington County, Minnesota.

PIN 06.031.19.32.0050

Parcel 3

Lots 4-6, Block 25, Marine Addition, according to the recorded plat thereof, Washington County, Minnesota.

PIN 06.031.19.32.0047

Parcel 4

Lots 1-2 and Lot 3, Block 25, Marine Addition, according to the recorded plat thereof, Washington County, Minnesota.

PIN 06.031.19.37.0046

Parcel 5

Lots 7-12, Block 25, Marine Addition, according to the recorded plat thereof, Washington County, Minnesota.

PIN 06.031.19.32.0048

Parcel 6

Lots 1-12, Block 24, Marine Addition, according to the recorded plat thereof, Washington County, Minnesota.

PIN 06.031.19.23.0019



Agenda Item: XI. B.
Date Prepared: October 2, 2018
ISD 834 Board Meeting

Action Item: Brookview Elementary Expansion
Meeting Date: October 25, 2018
Contact Person: Superintendent Pontrelli
Action Timeline: October 25, 2018

Summary:

Administration recommends the school board approve an expansion of up to eight classrooms at Brookview Elementary at a cost of approximately 5.4 million (total cost and taxpayer impact will be lessened by utilizing proceeds from sale of district properties). The expansion would provide space to address new housing development in the area, which is occurring faster than originally planned by city officials.

Should the board approve the expansion, a committee would be created to determine the scope of the work and provide input on the design of the new space. Construction could begin in the fall of 2019 and be ready for students in the fall of 2020.

Key considerations:

- Brookview Elementary was designed and constructed with the intent to build out to accommodate 600 students.
- It is anticipated that by the end of 2019 a new development with 240 single family homes will be built directly east of Brookview. This new development is projected to generate approximately 100 students right next door to the building.
- Based on the most up-to-date demographic projects, experts recommend immediate action (i.e. Brookview expansion) will be needed in the short term to address student growth regardless of future boundary changes or opening of new or existing schools.
- The board will also need to consider additional space needs for students in the longer-term, which could include boundary adjustments and/or opening of new or existing buildings. Administration recommends a long-range facilities plan be developed in 2019 to further study options.
- The total cost for expansion (based on a January 15, 2018 projection) would be about \$5.4 million for eight new classrooms and would be paid for with capital dollars (with minimal impact to the general fund).
- The cost could be offset from the previous sale of Washington School (\$1.5 million) and a property in Afton (\$235,000), as well as the pending sale of Marine Elementary (information pending). A possible sale of the Central Services Building and Withrow Elementary could further reduce the cost.
- The remainder could be paid through a board-approved lease levy (called a certificate of participation), which is the same funding mechanism used to pay for the Early Childhood Family Center.
- Our lease levy amount would increase between \$200,000 and \$515,000 a year depending on the size of borrowing (currently we have more than \$1 million before we hit our cap). This translates to annual tax impact (fifteen year borrowing) on a \$250,000 home of approximately \$4.60 to \$12.80 depending on the size of borrowing. A Certificate of Participation would need to be approved by the MN Department of Education.

Recommendation:

A motion and a second to approve the expansion of Brookview Elementary will be requested.

Motion by: _____ **Seconded by:** _____ **Vote:** _____



Agenda Item X. C.
Date Prepared: October 19, 2018
ISD 834 Board Meeting

Agenda Item: 2019 Legislative Platform
Meeting Date: October 25, 2018
Contact Person(s): Legislative Working Group

Background:

Each year the school board develops a Legislative Platform outlining the District's priorities to share with legislators who represent District 834 at the State Capitol.

The members of the Legislative Working Group have met and are beginning to prepare a draft of the 2019 Legislative Platform for Stillwater Area Public Schools.

The board members were led through a priority exercise which gave the working group direction in the development of the platform.

Members of the working group will discuss the priorities to include on this year's platform.

The School Board will take action on the final version of the 2019 Legislative Platform at a future meeting.

Recommendation:

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



Agenda Item XII. A. B.C. D.
Date Prepared: October 16, 2018
ISD 834 Board Meeting

Agenda Item: School Board Meeting Updates
Meeting Date: October 25, 2018
Chairperson Report and Board Member Reports

Background:

- A. Superintendent Report
- B. Chairperson Report
- C. Board Member Reports
- D. Working Group Reports

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

Recommendation:

Board action is not required.



Agenda Item XIII.
Date Prepared: October 16, 2018
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: October 25, 2018
Contact Person: School Board Chair

Background:
The meeting must be adjourned formally.
