

**Board of Directors  
Math & Science Academy  
Monday, July 19th, 2021**

**Building A (Room 10A) - Virtually (<https://youtu.be/MMjlixvVaYw>)**

BOD packet on MSA website

**1. 5:00PM - 6:00PM Workshop Agenda**

- a. BOD Governance (Fair) - 15 mins
- b. BOD Goals / Strategy Plans (Ellingson) - 15 mins
- c. Covid plan for 2021-22 school year (Burggraaff) - 15 mins
- d. Break

**2. 6:15PM BOD Meeting Call to Order by Chair**

**Mission:** We provide accelerated curricula in all subjects, with an emphasis on math and science.

**Vision:** To be an innovative, sustainable model of academic excellence that creates well-rounded, lifelong learners and global citizens.

**3. Roll Call of Members**

Voting:

Dan Ellingson, Chair	Jennifer Bartle, Secretary	Michelle Kurkoski
Maggie Burggraaff, Vice Chair	Erik Fair	Annie Cardenas
Cody Schniepp, Treasurer	Jeff Eng	

Non-voting:

Paula Akakpo, Student Member

**4. Approval of Agenda - 5 min**

Conflict of Interest Statement

**4. Open Forum - 15 mins allotted**

**5. Approval of Minutes - 5 min**

- a. BOD Workshop and Regular Meeting, June 21, 2021 (Bartle)

**6. Chair’s Report - 5 min (Ellingson)**

**7. Director’s Report - 10 min (Dodge)**

**8. Student Representative Update - 5 min (Akakpo)**

**9. Reports from Board Committees and Task Forces (as applicable)**

*(Reminder: Reports should be submitted in writing in Board prep packets and included with agenda.)*

**Board Committees:**

2021 Search Committee (Anderson)  
 2021 Election Committee (Schneipp)  
 Annual Fund (AFC) (Schneipp)  
 Communications Advisory Committee (Burggraaff)  
 Personnel (Cardenas)  
 Policy (Kurkoski)  
 School Expansion Possibilities (Ellingson)  
 Academics (Kurkoski)  
 Finance (Schneipp):

**Approval of Financials**

**Approval of revised budget**

**10. Consent Agenda - 5 min (discussion leader)**

- A. Approval of new hires listed in Directors Report (Dodge)
- B. Approve membership to MSBA and MSHSL (Dodge)
- C. Approval of IT contract for services (Dodge)
- D. Approval of YMCA Agreement (Dodge)
- E. Authorize Director and Financial Manager to:
  - a. Approve collateral changes
  - b. Granting of Administrative Authority
- F. Authorize Board Chair, Director, and Finance Manager access to school attorney(s) Jame Martin, and Ratwik, Roszak and Maloney
- G. Designate MDE Title Grant Authorized Representative (Dodge)
- H. Approve Indigo Education as MSA's Special Education Director for MDE (Dodge)

**11. Old or Unfinished Business - 5 min**

I.

**12. Items for Discussion and Decision (discussion leader) - 30 min (Ellingson)**

- A. Interim teacher BOD position (Schneipp)
- B. Discuss Permanent Director Job Description (Cardenas)
- C. Adopt MSA policy plan for reviewing and approving MSA policies (Kurkoski)
- D. Decide on External BOD Training date and topic (BOD)
- E. Annual BOD training of Data Privacy (Ellingson)
- F. Formation of Alternative learning format committee (Schneipp)
- G. Review Student/Parent Handbook - Approval if possible (Dodge)

**13. Future BOD Meeting and Workshop Agenda Items - 5 min**

A. 2021-22 BOD Goals - to be determined in July

**14. Dates and Times of Upcoming BOD Workshops and Meetings - 5 min**

A. BOD Workshop, August 16, 2021 at 5:00 pm

B. BOD Regular Meeting, August 16, 2021 at 6:15 pm

**15. Motion to Adjourn**

**Submitted:**

**Approved:**

## DRAFT - NOT YET APPROVED

**Board of Directors**  
**Workshop Minutes**  
**Math & Science Academy**  
**Monday, June 21, 2021**  
**Building A and Remotely**  
 8430 Woodbury Crossing, Woodbury, MN 55125

**Call to Order** by Dan Ellingson at 5:00 pm

**Members Present:**

Voting:

Dan Ellingson, Chair  
 Jeana Albers, Vice Chair  
 Cody Schniepp, Treasurer  
 Michelle Kurkoski, Secretary  
 Jennifer Bartle  
 Robert Krueger  
 Adam Bartz  
 Maggie Burggraaff  
 Annie Cardenas

Non-voting:

Paula Akakpo, Student Member

**Absent:**

Voting:

Non-Voting:

Jenny Abbs, BKDA, Contracted Financial Manager (ex officio)

**Discussion:**

**1. Expansion Discussion**

- a. Options include staying at the current location or moving to a new location.
- b. Question - would a multi-purpose sports center fit in-site? What would that look like?
  - i. This on-site option allows for a field, a small section of covered parking, and to have expanded classrooms
  - ii. As we expand, this could lose the small-school feel, others are looking for a larger school experience
  - iii. If BOD agrees, we can make a decision to move forward in July
  - iv. Move-in projected for 2023-2024
  - v. Financially, we can work with the skeletal numbers that exist in the plan. Q - would this need to involve taking in more students? This plan is for more of a ten year plan, but this is more of a five year plan based on bonding and our financial needs. We will need to add more students with this expansion. There are five years to ramp up to full enrollment, with gradual increase over the five years. The middle school is already fairly packed, so where and how these increases would move forward is important to consider.
  - vi. This would involve constructing while we occupy, having an increase in construction during summer months.
  - vii. Access drive is indicated - is this actually allowed? This has not currently been approved. There is a question as to whether the city will allow that drive to happen.
  - viii. Students agree that it is cramped, would like it to be bigger if possible.
  - ix. Need to be at capacity within 5 years of bond (April 2022)
  - x. Costs also increase annually, so that could be an issue with waiting.

## DRAFT - NOT YET APPROVED

- xi. Suggestion of a one year delay - changing closing to April 2023, 24-25 move-in date
- xii. Online learning is also a potential option that may shift what space we need and how we use space
- c. Question - here or non-site?
  - i. First idea was to not move unless we have to
  - ii. A larger site would allow us to have additional options
  - iii. Other site would be balancing enrollment from our current population
  - iv. Need more information about potential sites in order to make a decision about whether to move or stay.
  - v. Selling the current property may be a bigger issue than finding a new site.
  - vi. Previous recommendation was that we would be better served staying at our current location
- d. Development partner choice
  - i. Interviewed four different companies
  - ii. Currently working with JB Vang pro-bono
  - iii. Interactions have been good at committee meetings
  - iv. Will there be an extra charge due to the delay?

### 2. Masks Discussion

- a. Possible make a motion to have masks be optional due to low Covid numbers and other businesses are not requiring it
- b. Covid team made the decision on masks because summer school and Y Care have non-vaccinated groups of students
- c. Masks policy would also need to be addressed
- d. What about BOD meetings specifically?
- e. Covid team will meet to review the Summer Plan

### 3. Personnel Committee

- a. Reinstate Personnel committee Beginning in July
  - i. Propose statement does not match what the committee is doing, recommendation to change the purpose
  - ii. Change it to
    - 1. Identify (permanent) executive director description
    - 2. Facilitate organizational assessment as needed by interim director
    - 3. Provide a mechanism for feedback for the interim this year and next year
  - iii. The upcoming year has unique needs, changing this will allow the committee to address those

### 4. Teacher Representative Elections

- a. Teacher elected is no longer eligible because they will not be returning next year
- b. There are a couple of options - run a special election or appoint a candidate
- c. There is a precedent set that a community member write-in was able to be contacted because we went with highest number of votes in descending order
- d. The write-ins were tied in number of votes
- e. This scenario is not fully addressed in the bylaws and policies because they have not formally been seated.
- f. One vote would not be enough for election - that wouldn't be representative of using the write-ins that have been done in the past
- g. Appoint or election?
  - i. Policy does state that it applies to seated members
  - ii. Election could allow individuals to make a choice
  - iii. What about an interim member to serve until seating in September?
  - iv. Open up to all teachers that the interim seat will be open, serve until September, then the new teacher member will be seated
  - v. July meeting seat interim
  - vi. BOD will appoint from those interested in serving
  - vii. What about consulting legal?
  - viii. Email MACS about the Mask Emergency policy and whether we can have an interim BOD member
  - ix. Elections committee will begin the process for a special election

**DRAFT - NOT YET APPROVED****5. Solar Contract**

- a. Takes at least 8 years to pay back
- b. One company gave an example of a solar farm contract (25 year contract), but contract moves with us, this is through Xcel
- c. Would save between \$5,000 - \$6,000 per year
- d. Q - signing a 25 year contract, clauses to get out are very difficult. If we move we have to find a person to take over the contract. There are also some appendices that are missing, need additional information. Would need to have an attorney look at this. Savings are possible, not guaranteed.
- e. Concern that the commitment is not balanced by the savings?
- f. Expansion - could we work solar panels into the new build? Then we would control more of it and would own the panels.
- g. Could be an item that is budgeted ahead of time, to be completed after initial construction.

**Workshop was adjourned at 6:00 pm**

**Submitted and Approved:**  
Michelle Kurkoski, Secretary

## DRAFT - NOT YET APPROVED

**Board of Directors**  
**Meeting Minutes**  
**Math & Science Academy**  
**Monday, June 21, 2021**  
**Building A and Remotely**  
 8430 Woodbury Crossing, Woodbury, MN 55125

**1. Call to Order** by Dan Ellingson at 6:15 pm

Vision and Mission read by Paula Akakpo.

**2. Roll Call of Members**

**Present:**

Voting:

Dan Ellingson, Chair  
 Jeana Albers, Vice Chair  
 Cody Schniepp, Treasurer  
 Michelle Kurkoski, Secretary  
 Jennifer Bartle  
 Robert Krueger  
 Adam Bartz  
 Maggie Burggraaff  
 Annie Cardenas

Non-voting:

Paula Akakpo, Student Member  
 Tom Johnston, Interim Co-Director  
 Shannon Froberg, Interim Co-Director

**Absent:**

Voting:

Non-voting:

Jenny Abbs, BKDA, Contracted Financial Manager (ex officio)

**3. Approval of Agenda (note any board member conflicts of interest)**

Conflicts of Interest: None

**Motion to approve the agenda.**

Moved by: Jeana Albers Second: Adam Bartz

Discussion:

Add to the Consent Agenda:

- 10d Change Iowa representative to Cecelia Dodge as of June 28.
- Pass/Fail should be listed under Academics Committee
- Mr. Ellingson noted that the Covid Team will be reviewing mask requirements.

Vote: 9-yes      0-no      0-abstain

The motion carries.

**4. Open Forum**

- a. Mary Yapp is a parent of an incoming 8th grader and alumni. She asked the Board to amend the agenda to add an update on the third party investigation, plans for the fall, approve the handbook now, concern about moving on expansion so quickly or consider expansion to elementary level, and improve availability of transportation for athletes.

## DRAFT - NOT YET APPROVED

### 5. Approval of Minutes.

#### a. Motion to approve the BOD Meeting, May 17, 2021 and BOD Special Meeting, June 10, 2021.

Moved by: Jeana Albers                      Second: Cody Schniepp

Discussion:

Correct the BOD Workshop - Called to order by Dan Ellingson.

Vote: 9-yes              0-no      0-abstain

The motion carries.

### 6. Chair's Report

Mr. Ellingson gave a recap of the Student Withdrawal Survey Results. There were five responses out of nine. The survey was to gather feedback on why they are leaving. They loved the teamwork and great students, and appreciated the diverse students. Comments on things to change was the need for a more diverse group of parent representatives and more diverse teachers and administration. There was frustration on how things are done such as board is being sought out when it should be handled by administration, treating all students fairly, and covid wore them out. Student's responses were to go to a bigger school and have more social interactions or activities.

### 7. Co-Director's Report

Mr. Johnston noted that it has been difficult to fill the special education position. He recommends offering a signing bonus to the unfilled positions. Summer school is going well and he recommends continuing summer school in future years. The student/parent handbook will be done by Mrs. Cecelia Dodge.

COVID-19

We have concluded our Spring COVID plan and have now moved into the summer COVID plan. The plan requires masks while in an MSA building, but does not require contact tracing, one way hallways, or many other requirements that were in place during the school year.  
Facilities Management

We have worked with MSA's maintenance contractor to continue with work orders and necessary maintenance around campus. Planning has begun for the end of the year and summer maintenance and repairs. Work will commence soon to change two bathrooms on campus, one in building A and one in building B, into single stall bathrooms open to anyone in the MSA community, regardless of gender.

Finance

Attended finance meeting on June 14th. We have taken responsibility for signing purchase orders, timecards, and any other financial document that requires an official's signature. We have worked to verify that contract salaries are correct with the BOD approved pay scales. We facilitated the correction of the EA payscale.

We have collected department budgetary requests for the 2021-2022 school year. This information will be shared with the interim director who will make the final determination.

Human Resources

Contracts have been given to staff and returned by all staff planning on returning for the 2021/2022 school year.

Those not returning:

1 Director - non-voluntary

2 Assistant Director - Voluntary

1 SPED Coordinator/Teacher - Voluntary



## DRAFT - NOT YET APPROVED

1 Student Support Coordinator/ Teacher - Voluntary  
 3 SPED Teachers - 2 non-voluntary, 1 voluntary  
 1 Middle School Counselor - Voluntary  
 1 Math Teacher/ Department Chair - Voluntary  
 1 Math Teacher - non-voluntary  
 1 Science Teacher/ Department Chair - Retirement  
 1 Health/Phy Ed Teacher - non-voluntary  
 1 Spanish Teacher - Retirement  
 1 English Teacher - Voluntary  
 2 Volleyball Coaches - Voluntary  
 1 School Psychologist - Voluntary (Notified us 6/15/21)  
 1 School Nurse - Voluntary

### Hired

Science teacher - Mandy Froberg  
 Two Math teachers - John Serene and Sarah Harms  
 Spanish teacher - Tresa Reuter  
 English teacher - Karina Lozano  
 Contracted School Nurse - Carly Smitkowski

All open positions, save for a contracted school psychologist, are currently posted. Interviews for the middle school counselor were held on Thursday, June 17th.

At the direction of the BOD, we wrote and communicated two growth plans for employees.

Collaboration with the BOD chair to create a staff exit survey.

Special Education positions continue to be difficult to fill. The BOD may want to consider a stipend or signing bonus to help attract candidates.

### Summer School Planning and Preparation

Summer school has begun. We have 5 teachers, 1 EA and 1 office manager working summer school. We have a total of 22 students enrolled.

One parent stopped by to thank us and said without this credit recovery opportunity, they would have needed to withdraw their student from MSA.

It is our opinion that MSA needs to continue planning for a robust summer school option for students in the future. There is funding available for transportation, mental health support, field trips, online courses for high school students, and staffing. These funds have been applied for using FIN 150 and FIN 164.

### Authorizer

At the request of MSA's authorizer, we worked to suggest re-worded goals for growth. MDE no longer includes growth markers in MCA scores so the growth goals needed to be re-written.

### Graduation

Assured that all seniors met the graduation requirements of MSA. Also supported the planning and execution of graduation. Conferred diplomas at graduation.

### Celebrations

Presented retiring teachers with gifts to thank them for their years of service at MSA. Patricia Guerra and Cheri Howe.

Provided lunch to all staff on Monday June 7th.

## 8. Student Representative Communication and Update

## DRAFT - NOT YET APPROVED

Paula will contact the new student representative.

### 9. Reports from Board Committees, Activities Director and Task Forces

#### Board Committees:

Annual Fund (Mr. Bartz): No report submitted.

Communications (Ms. Burggraaff): No report submitted.

- Proposed name change to "Communication Advisory Committee"  
BOD did not have to vote to change the name.

Academics (Ms. Kurkoski): Report submitted.

- Pass/Fail change from Modified Transcripts  
Other schools use a pass/fail for special circumstances such as medical reasons. The decision to use Pass/Fail is a team decision. BOD vote was not needed. The change will go into the handbook. In general, the board was in favor of this.

Personnel (Ms. Cardenas): No report submitted.

Policy (Ms. Kurkoski): No report submitted.

Director Search (Ms. Albers): Report submitted.

Specific updates deferred to Section 12:

- School Expansion Possibilities (Mr. Ellingson)

Finance (Mr. Schniepp): Report submitted.

#### **Motion to approve the May 2021 Financial Statement.**

Moved by: Cody Schniepp      Second: Annie Cardenas

Discussion:

None

Vote: 9-yes 0-no 0-abstain

The motion carries.

### 10. Consent Agenda

A. Policy 410

B. Policy 419

C. Approve new staff hires.

D. Change Iowa representative to Cecelia Dodge as of June 28.

#### **Motion to approve consent agenda.**

Moved by: Annie Cardenas      Second: Jeana Albers

Vote: 9-yes 0-no 0-abstain

The motion carries.

### 11. Old or Unfinished Business

#### a. Approve EA Pay Rates

Discussion:

Mr. Johnston explained that there was an error in adding to the pay scale. Fifty cents was added in subsequent increments. The intent was to add 50 cents to each current pay scale.

#### **Motion to approve the corrected pay scale.**

Moved by: Robert Krueger             Second: Cody Schniepp

Vote: 9-yes 0-no 0-abstain

## DRAFT - NOT YET APPROVED

The motion carries.

### 12. Items for Discussion and Decision

#### A. BOD Administration (30 min)

##### a. Plan for filling vacant teacher BOD position - Adam

Discussion:

Mr. Bartz explained that the seated board is not returning as a teacher next year and therefore is not eligible to serve. The BOD will elect an interim and an election will be conducted.

**Motion to reopen the Board nominations page so that the Board can appoint an interim teacher representative to serve until the elections committee can facilitate an election for the remainder of the seat's term.**

Moved by: Adam Bartz                      Second: Robert Krueger

Vote: 9-yes 0-no 0-abstain

The motion carries.

##### b. Approve seating of new members – oath of office - Dan

Discussion:

Mr. Ellingson read the oath to Jeff Eng-Community Member and Erik Fair-Parent Member

Mr. Bartz, Mr. Krueger, and Ms. Albers left the meeting at 7:10 pm.

##### c. Elect Chair, Vice-Chair, Treasurer, Secretary - Adam

Discussion:

Chair - Dan Ellingson was nominated.

Vote: 8-yes 0-no 0-abstain

Vice-Chair - There were no nominations. The vice-chair will need to be a teacher since the chair is a parent. Maggie Burggraff volunteered to self nominate.

Vote: 8-yes 0-no 0-abstain

Treasurer - Cody Schniepp was nominated.

Vote: 8-yes 0-no 0-abstain

Secretary - There were no nominations. Jennifer Bartle volunteered to self nominate.

Vote: 8-yes 0-no 0-abstain

##### d. Review, confirm, and appoint BOD Committee Representatives - 2021-22 BOD Chair

Discussion:

The Board volunteered to be on the committees as follows:

Academics - Michelle Kurkoski and Maggie Burggraff

Annual Fund - Cody Schniepp and Cecelia Dodge

Board recessed at 7:20 pm.

Board resumed at 7:30 pm.

Communications Advisory - Maggie Burggraff

Director Search - Jennifer Bartle

Election - Cody Schniepp and Annie Cardenas

Finance - Cody Schniepp (chair)

School Expansion Possibilities - Dan Ellingson (chair) and Jeff Eng

Personnel - Annie Cardenas and Jennifer Bartle

## DRAFT - NOT YET APPROVED

**Motion. The Personnel Committee purpose will be tasked with 3 goals: 1. To identify which Executive Director Job Description should be used and provided to the Search Committee for their August meeting, 2. To help facilitate the organizational assessment, as needed by the Interim Director, and 3. to provide a mechanism for feedback for the interim director for mid-year and end of year.**

Moved by: Annie Cardenas      Second: Dan Ellingson

Discussion:  
None

Vote: 8-yes 0-no 0-abstain  
The motion carries.

### **e. Approve BOD meeting dates for next year's BOD meetings-Annie**

**Motion to approve the BOD meeting dates for next year as follows:  
July 19 2021, August 16 2021, September 20, 2021, October 18 2021, November 15, 2021, December 20 2021, January 18 2022, February 22, 2022, March 21 2022, April 18, 2022, May 16, 2022, June 20, 2022**

Moved by: Annie Cardenas      Second: Maggie Burggraff

Discussion:  
Ms. Cardenas pointed out that the December 20, 2021 meeting is the first day of winter break and recommends moving it to December 13, 2021. The meeting on January 18, 2022 is on a teacher workshop day and recommends moving it to January 10, 2022.

**Motion to amend December 20, 2021 and January 18, 2022 to December 13, 2021 and January 10, 2022.**

Vote: 8-yes 0-no 0-abstain  
The motion carries.

## **B. Designations (5 min)**

### **a. Official newspaper for legal publications (BOD meeting agendas, etc) - Dan**

**Motion to continue with Pioneer Press as the official newspaper for legal publication.**

Moved by: Dan Ellingson      Second: Erik Fair

Discussion:  
None

Vote: 8-yes 0-no 0-abstain  
The motion carries.

### **b. Legal counsel for school - Dan**

**Motion to continue using James Martin or Ratwick, Roszac and Maloney as legal counsel.**

Discussion:  
None

Moved by: Dan Ellingson      Second: Cody Schniepp

Vote: 8-yes 0-no 0-abstain  
The motion carries.

### **c. Commitment letter for financial services, as needed - Cody**

## **DRAFT - NOT YET APPROVED**

**Motion to approve Cecelia Dodge as the administrative representative on the audit commitment letter.**

Moved by: Cody Schniepp

Second: Erik Fair

Discussion:

None

Vote: 8-yes 0-no 0-abstain

The motion carries.

**Motion to authorize Cecilia Dodge and Cody Schniepp as signatory at Anchor Bank effective June 28.**

Moved by: Cody Schniepp

Second: Jennifer Bartle

Vote: 8-yes 0-no 0-abstain

The motion carries.

### **C. Appoint members to the MSA Building Company - Cody (5 min)**

**Motion to appoint Cody Schniepp as Board Representative for the MSA Building Company.**

Moved by: Cody Schniepp

Second: Maggie Burggraff

Discussion:

None

Vote: 8-yes 0-no 0-abstain

The motion carries.

### **D. Expansion Goal Approval - Dan (10 min)**

**Motion to task the Expansion Committee to target 2024-2025 as the moving date, look at making MSA site work, look into moving, and utilize JB Vang services.**

Moved by: Dan Ellingson

Second: Annie Cardenas

Discussion:

Board discussed the purpose of the move. MSA will need more income and class room sizes are on average half the sizes of other charter schools.

**Motion to amend to task the expansion committee to target the moving date to 2024-2025, look at expanding on existing site, new site, or both, and utilizing JB Vang services.**

Moved by: Dan Ellingson

Second: Annie Cardenas

Vote: 8-yes 0-no 0-abstain

The motion carries.

### **E. Interim Director / Assistant Director Update - Dan (5 min)**

Discussion:

Mr. Ellingson said that the announcement of Cecila Dodge starting on June 28 was sent to the MSA community.

### **F. Approve 2022 budget- Cody (10 min)**

Discussion:

Mr. Schniepp explained that the operating budget will be more accurate when all staff is hired. There will be specific salaries and information. In the meantime, the operating budget will need to be approved for July 1.

## **DRAFT - NOT YET APPROVED**

There was the question of what should be paid to the Interim Co-Director when on PTO. The stipend was for extra work. This budget approval is for next year and the stipend is for this year.

**Motion to approve the 2021-2022 proposed budget with expected revisions in July for updated information for the state growth pay rates, salaries, and related expenses.**

Moved by: Cody Schniepp      Second: Annie Cardenas

Discussion:

Board discussed the revenue sources from state, federal, and lease. The breakdown is in the board packet. The surplus is \$10,500.

Vote: 8-yes 0-no 0-abstain

The motion carries.

Discussion:

Board discussed the need for a special meeting to vote on the payout for the Interim Co-Directors during PTO. No meeting will be called as the Co-Directors are not seeking additional PTO payout.

### **G. Approve carry forward of activity funds for 2022- Cody (5min)**

**Motion to move 2020-2021 fund balance to 2021-2022 school year due to Covid restrictions.**

Moved by: Cody Schniepp      Second: Dan Ellingson

Discussion:

Ms. Froberg noted that it can't be carried forward. Any balance goes into the fund balance. There is \$33,000 that would be absorbed by next year. Activities and events that didn't occur or were canceled were paid back. Coaches try to spend it down for equipment, uniform, or other items and so the balance may go down.

The money could be from fundraisers or fees.

**Motion to amend to allow carry forward of 2020-2021 fund balance to 2021-2022 school year due to Covid restrictions contingent on verification by BergenKDV.**

Moved by: Cody Schniepp      Second: Dan Ellingson

Vote: 8-yes 0-no 0-abstain

The motion carries.

### **H. Solar Contract- Cody (5 min)**

Discussion:

Mr. Schniepp is following up to clarify.

### **13. Future BOD Meeting and Workshop Agenda Items**

- a. **2020-21 BOD Goals**
  - i. **Contract Templates**
  - ii. **Expansion End of Year Goal**
  - iii. **Committee Purpose Statement**
- b. **2021-22 BOD Goals-to be determined in July**

### **14. Dates and Times of Upcoming BOD Workshops and Meetings:**

- a. BOD Workshop, July 19, 2021 at 5:00 pm
- b. BOD Regular Meeting, July 19, 2021 at 6:15 pm

### **15. Motion to adjourn at 9:00 pm.**

Moved by: Jeff Eng      Second: Erik Fair

**DRAFT - NOT YET APPROVED**

Vote: 8-yes 0-no 0-abstain  
The motion carries.

**Submitted:**

Ia Xiong, Board Recorder

**Approved:**

Michelle Kurkoski, Secretary

## 7. Interim Executive Director's Report

### Interim Executive Director's calendar and major accomplishments since June 28:

1. Educational Leader – Making progress on the backlog of spring and summer administrative tasks, such as hiring, approving Department and teacher budget requests, and planning for back to school and opening week events.
2. Personnel Management –
  - a. Hired two new Assistant Directors and other teachers.
  - b. Will bring a consultant contract to you in Aug for the Special Education Coordinator
  - c. Positions remaining to be filled:
    - i. Special education teachers
    - ii. JV and Varsity Volleyball coaches
    - iii. Part time music/choir
    - iv. PE/health
3. Facilities Management –
  - a. Conducting a request for proposals for cleaning services
  - b. Arranging for deep cleaning of hallways and common spaces, sprucing up of outdoor spaces to create a welcoming atmosphere for coming back to school post-pandemic.
4. Financial Management –Familiar with the budget, monthly expenses, in process of reviewing all fiscal processes including processes in place regarding collection of student fees.
5. Student Services – Visited the summer school classes; met with a number of teachers.
6. Special Education and Title I – Connected with our special education director and former school psychologist. Have begun to put a plan in place for fall that maximizes staff and space. Making progress towards assuring quality services.
7. Organizational Management –
  - a. Met with office staff as individuals and as a group.
  - b. Addressed some immediate needs with organizational functioning including meeting with office staff to understand current job descriptions, address concerns, and in some cases, have already reassigned some duties where there was shared agreement.
  - c. Finalized and submitted disciplinary incident report on time.
8. Communication and Interaction –
  - a. In process to give the MSA website landing page a refresh, including a place for me to provide updates to our community, front and center.
  - b. Beginning to address some concerns shared by the BOD and its Committees such as improving communication, the online payment of student fees, and improving the cleanliness of the buildings.
  - c. Meet and greet Tuesday evening, 7/20
  - d. One regular update has gone out and another will go out Tuesday
  - e. Have made it a priority to be visible in the buildings.
9. Community Relations – Attended Woodbury area chamber of commerce meeting, MACs Directors call

### Upcoming weeks:

Meeting with authorizer, investigator, and attending MDE Charter School Directors Retreat.



**10. Consent Agenda Items:**

## 10A. Approval of New Hires

Last name	First name	Staff	Date	Salary total
Harms	Sarah	Math teacher	June 4, 2021	
Lozano	Karina	English teacher	Jun 10, 2021	
Serene	John	Math teacher	Jun 10, 2021	
Reuter	Tresa	Spanish teacher	Jun 10, 2021	
Dodge	Cecelia	Director	June 16, 2021	
Johnson	Isaac	Middle School Counselor	July 1, 2021	
Olson	Lela	Assistant Director	July 6th, 2021	
Hinton	Kate	Assistant Director	July 6th, 2021	
				\$557,893.58

10B. Approve Membership to Minnesota School Board Association (MSBA) **\$2,630**, and Minnesota State High School League (MSHSL) **\$5,000**

10C. Approval of IT contract for services (Dodge). JR Computer Services, **\$3050/month**. Currently on a month to month contract.

10D. Approval of YMCA Agreement (Dodge) **\$0**

10E. Authorize Director and Financial Manager to:

- a. Approve collateral changes
- b. Granting of Administrative Authority

10F. Authorize Board Chair, Director, and Finance Manager access to school attorney(s) James Martin, and Ratwik, Roszak and Maloney

10G. Designate MDE Title Grant Authorized Representative (Dodge)

10H. Approve Indigo Education as MSA's Special Education Director for MDE (Dodge) **\$25,000**

Permanent Director Hiring TF Meeting #1 6.23.21  
Zoom Meeting  
Minutes

Members: Isaac Leonhardi, Ken La Casse, Jennifer Levitt, Brian Bartle, Jennifer Heydt-Nelson, Annette Smith, Greg Larson, Jeana Albers, Tim Zeller, Wendell Sletten, Trung Nguyen, Markell Anderson, Tara Richert

Goal: The goal of this task force is to bring 3 experienced candidates to the Board for a final interview in February.

This task force will complete all parts of the hiring process, with the exception of the final interview which will be conducted by the BOD. The task force will post ads, determine interview questions, interview applicants during the initial process, and complete social media and reference checks. This TF will also organize the 'Day at MSA' next February for the community and organize the BOD interviews.

Time Commitment: This task force will begin their work this June with monthly meetings, which will become more frequent as the timeline dictates. This includes participation in the interview process. Members will be asked to complete work between meetings. This is expected to be a 9 month process.

#### Agenda

1. Introductions (What is your connection to MSA? How long have you been at MSA? Anything else you would like to share?)
2. Timeline (Lisa)- can view in the shared folder. Other task forces met, so timelines are being built in. Values Identification task force really ties into our task force because they will be surveying the community for what we are looking for most in a director. No July meeting. Timeline still needs to be approved by the Search Committee and then the BOD. The BOD is set to tentatively approve the timeline at the regular August meeting, at which point it will become the official timeline for all of the task forces involved with the hiring of the director. January and February will have more meetings.
3. Determine Chair- Jennifer Levitt, Annette Smith will be chair of the Day at MSA (top 3 candidates will meet stakeholders at a day in February), Lisa Anderson will be the chair of the interview (who gets called, that interviews are scheduled, that everyone knows what questions they are asking, etc.)
4. Determine Notetaker (Jeana has volunteered)
5. Shared folder (Lisa)- all members on the task force have access to the shared folder.
6. Determine August meeting date (Lisa)- planned for Zoom, but once school starts likely in person. Potential dates will be sent out via a doodle.

#### Assignments:

1. Each person should contribute 3-4 interview questions for the August meeting (in the folder)- look at mission/vision and core values.

2. Each person should contribute some ideas to the Day at MSA Brainstorming list for the August meeting (in the folder)
3. If you have evaluation tools that you have used in the past for hiring that you liked, please put them in the folder and be prepared to speak about them. We will need tools to evaluate the following
  - a. Resumes
  - b. Initial Interviews
  - c. Secondary Interviews
  - d. Reference checks (including questions to ask)
  - e. Social Media Checks

Evaluative tools have been placed in the folder from the interim task force.

\*There are currently 2 job descriptions and so the personnel committee has been tasked by the board to select the job description that they would like us to use.

7.13.21 Personnel Agenda & **NOTES** (in red by Jessie Heydt)

4:15 pm-Room 10A (Building A)

Regular Members: Annie C, Jessie H, Heather R (via Zoom), Lisa A, Dan E (via Zoom), Rob K, Jeff E, Jennifer B (members present for meeting are **underlined**)

**HOMEWORK due today:** Review BOTH approved Director Job Description passed at BOD 2.16.21 meeting and Current Job Description used for the interim and previous director.

1. Determine a recommendation for Permanent Directors Job Description to be discussed and voted on at 7.19.21 BOD meeting

- Discussion regarding the original director job description (that was updated for the interim) and the lengthy job description created last year by this committee that included competencies
- Decision: MSA will use the original director job description (un-updated) for the final director search
  - Made a copy of original director job description in order to edit and create an updated version for the new director (document title: Director Job Description Final Document #2")

**Next Meeting:** TBD in September (No August meeting)

- To be determined in September

School Expansion Possibilities Committee  
June 24, 2021 4:30-5:10 p.m.

MSA Building A - Room 10A or Join Zoom Meeting  
<https://us02web.zoom.us/j/3592445696?pwd=NGtTRm5BdG4rUnFVTdk2ZHRmZFBjdz09>

In Attendance (underlined): Jennifer Yiangou, Holly Rome, Krishna Vishnubhatla, Alex Santos, Dan Ellingson, Robin Solid, Ken LaCasse, Noah Langseth, Satya Veluri, Lilian Vu, Annette Smith, Annie Cardenas, Wendell Sletten, Maiton Vang, Erik Fair, Jeff Eng Mr. Kou Vang

**Purpose:** ~~The purpose of the School Expansion Committee is to research possibilities for expansion. The committee will develop and implement a plan for expansion.~~

~~—————**In previous committee meetings, it was determined that MSA will expand.**~~

**New Purpose:** Explore MSA school expansion plans to target a move-in date of 2024-25 school year. Identify the maximum potential of our current location, investigate what a new site could look like, and a combination of both. Utilize J.B. Vang services as necessary.

Agenda:

1. Review updated directive/purpose from MSA BOD meeting June 21, 2021:

- Timing of Move In Date (Target **2024-25 school year**)
  - Do we need city of Woodbury input? Kou cautions it is too early for that given this 1 year delay. Only need 60 days notice to city.
- Stay at current location vs. New Location direction
  - We can certainly explore alternative sites, but they will only be general concepts. Unless we are ready to move, they will not be held for us given this delay in timing.
- Development Partner Choice - J.B. Vang
  - J.B. Vang is gratuitous, and happy to continue to help us for free
  - If we want to great a "Guiding Principles" document, this may cost money

2. Decide next steps for Expansion Committee

- Create Guiding Principles document (Dan to share previous info)
- Create a project budget
  - Two options: move North or South of Bailey (Kou)
  - Search available sites for general guidance (Kou)
  - Need to target 7-8 acres minimum if we move
  - Need to sell existing buildings
- Bring back all options to BOD for decision

3. Feedback on current gym (comments in red from Kou).

1. Is the gym the same size or would it be bigger? I was anticipating a middle school gym, so smaller, for class purposes since you have a High School regulation gym already. However, we can build whatever size the school thinks is needed. Having a bigger gym would be better for our combined classes.
2. Would the stage for theater and concerts still be in the gym or would there be a separate space for that? I was assuming that that stage remains where it is already because it is already built.
3. Are the locker rooms going to be attached to the gym? My thoughts would be to position the new gym in a place where the existing locker rooms can be shared so that we don't build more locker rooms.
4. Will there still be a storage space for our equipment that is located off of the gym. We can design this to address the needs of the program.

Next meeting July 29th, 2021 4:30PM.

New items for 2021-22 School Year:

- Create Guiding Principles document (Dan to share previous info)
- Create a project budget
- Bring back all options to BOD for decision

Completed items from 2020-21:

~~Visits to other schools~~

~~Develop "wish list"~~

~~Obtain feedback from staff, parents, students, and community~~

~~Confirm design brief for expansion~~

~~Determine if we want to go with all three scenarios - Target July BOD meeting~~

~~Review financial model / options - Target June 14th meeting~~

~~Choose development partner - Target July BOD meeting~~

2020-21

FD T	ORG	PRG	CRS	FIN	OBJ	FYTD	Activity	Date	Src	Sub	Batch	Vendor	Name/Ref	PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount
01	R	005	000	000	096	096		06/30/21	CR		20-50156			16	Donation		06/23/21	196		-50.00
															June					-50.00
															*01 R 005 000 000 000 096					-50.00
															*Cash Receipts					-50.00
01	R	005	000	265	000	096	096	06/30/21	CR		20-50155			2	CAF America - 3M Matching		06/10/21	181		-97.02
															Gift (Annual Fund)					
06/30/21	CR													3	CAF America - 3M (Annual Fund)		06/10/21	182		-97.02
06/30/21	CR													6	Blackbaud Giving Fund - Ecolab (Annual Fund)		06/10/21	185		-150.00
06/30/21	CR													1	Blackbaud Giving Fund - Best Buy (annual fund)		06/23/21	188		-42.00
06/30/21	CR													4	Coca Cola (annual Fund)		06/23/21	190		-28.04
06/30/21	CR													5	MightyCause (annual Fund)		06/23/21	191		-185.00
06/30/21	CR													7	Blackbaud Giving Fund - Best Buy (annual fund)		06/23/21	193		-21.00
06/30/21	CR													8	CAF America -US Bank (annual fund)		06/23/21	194		-207.00
															June					
															*01 R 005 000 265 000 096					-827.08
															*Cash Receipts					-827.08

Grand Revenue Totals 59,903.80

Total for Cash Receipts -877.08  
 Grand Total -877.08

Number of Accounts: 2

\*\* The report displays only accounts with activity in the date range selected.

\*\*\*\*\* End of report \*\*\*\*\*

*Where Minnesota School Boards Learn to Lead*



**Minnesota School Boards Association**  
 1900 West Jefferson Ave.  
 St. Peter, MN 56082-3015  
 507-934-2450 or 800-324-4459

## INVOICE

ATTN: Accounts Payable  
 MATH AND SCIENCE ACADEMY  
 8430 WOODBURY XING  
 WOODBURY, MN 55125-9433

Invoice No: 27513J2M0R1  
 Invoice Date: 5/20/2021  
 Acct No: 242  
 Due Date: 7/1/2021  
 PO Number:

Invoice Item	Qty	Unit Price	Extended
Charter Associate Fees (FY 7/1/21 to 6/30/22)	1	\$1,900.00	\$1,900.00
Policy Services Renewal (FY 7/1/21 to 6/30/22)	1	\$730.00	\$730.00

Subtotal: \$2,630.00  
 Amount Paid: \$0.00  
 Balance Due: \$2,630.00

21





### 2021-2022 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE

**RESOLVED**, that the Governing Board of School District Number 9043, County of Washington, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

**FURTHER RESOLVED**, that the high school(s) listed below (name all high schools in the district):

Math & Science Academy \_\_\_\_\_  
\_\_\_\_\_

(If more than four high schools, attach an additional list)

is/are authorized by this, the Governing Board of said school district or school to:

1. \_\_\_\_\_ Make new application for membership in the Minnesota State High School League; School Enrollment (9-12): \_\_\_\_\_  
OR;  
 Renew its membership in the Minnesota State High School League; and,
2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

**FURTHER RESOLVED**, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.

***Signing the Resolution for Membership affirms that this Governing Board has viewed the WHY WE PLAY training video which defines the purpose and value of education-based athletic and activity programs and assists school communities in communicating a shared common language.***

*Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.*

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: \_\_\_\_\_  
(Clerk/Secretary - Local Governing Board)

Signed: \_\_\_\_\_  
(Superintendent or Head of School)

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

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

District Office Address, City, Zip: 8460 Woodbury Xing  
Woodbury MN 55125

School Superintendent's Phone: \_\_\_\_\_

School Superintendent's Email: \_\_\_\_\_

2020-2021 RESOLUTION FOR MEMBERSHIP

This page must be completed once for each school in the district.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Please complete and return this form with your school's 2021-2022 Resolution for Membership. If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.

Math + Science Academy
Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

(Designated School Board Member - please print)

(Designated School Representative - please print)

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

(Boys' Sports - please print)

(Girls' Sports - please print)

(Speech - please print)

(Music - please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member - please print)

(Student - please print)

(Parent - please print)

(Faculty Member - please print)

(Mailing Representative - please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

## SERVICES AGREEMENT

This Agreement is entered into this 1st day of July 2019, by and between JR Computer Associates, Inc., a Minnesota corporation, and the client, Math and Science Academy [MSA], a Minnesota public charter school, for professional and related services to be provided to MSA.

### I SCOPE OF SERVICES

JR Computer Associates and its employees agree to complete the following tasks under the scope of this contract:

- Provide on-call and regular System Administration services.
- Provide computer consulting services for client.
- Provide network consulting services for the client.
- Provide hardware maintenance services for client's computer and technology hardware.
- Provide website design and development services for client.
- Serve as Technology Coordinator for the school, and attend technology meetings as needed.
- Serve as a point of contact for parents, students, and staff with regards to technology issues arising from MSA's technology program
- Work to train students to help maintain the MSA Network.
- MCA Testing hardware setup and assistance.
- Justin would be On-site 2 Days a week for up to 4 Hours a day. This would be in addition to the 40 JR Employee hours from previous. Students would still deliver services outside of these hours.
- Up to 40 hours per month of JR Time included under this contract.
- This contract does not include the cost for any parts or materials that may be needed in the repair or service of MSA's technology.

### II FEES FOR SERVICES

For services provided by JR Computer Associates, Inc. fees will be billed on a retainer basis. Payment will be made at a rate of \$3050/month. Should JR exceed 48 hours in a given month as detailed above, and it can be demonstrated as such to the director, the director may approve additional hours at a discounted hourly rate of \$55.00/hour prior to the work being done. These hours are to be distributed ideally via regularly scheduled weekly visits.

### III BILLING AND PAYMENT

Invoices will be sent via e-mail or postal mail at a rate of 1 every month. Payment is due upon receipt of the invoice. Should payment not be received within 30 days of notice, project work will may be halted and an interest rate of 1.5 per month, 18% per annum, or the maximum lawful rate, whichever is less, will be charged. Should payment not be received within 90 days, this contract will be considered terminated.

### IV TERMINATION OF AGREEMENT

Unless otherwise terminated as provided herein, this Agreement can be terminated by either party at any point with 1 months' notice, or upon which it may be renewed by agreement of both parties. The contract will renew automatically monthly until either a new contract replaces it, or a party terminates it.

### V TIME IS OF THE ESSENCE

JR Computer Associates acknowledges and agrees that time is of the essence in the eyes of the client; therefore it shall render its services to client in a prompt and diligent manner. The client acknowledges though, that at times, small corporations face overwhelming levels of work, which may cause significant delays, and "immediate" service may not always be possible.

### VI INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, its directors, officers, affiliates, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to attorney's fees, resulting from the indemnifying party's negligent acts, errors, omissions, or willful misconduct, whether active or passive, or the negligent acts of the indemnifying party's directors, managers, partners, agents, employees, and subcontractors in performance of services required by this Agreement.

**VII**  
**OWNERSHIP OF DATA, INFORMATION, AND DOCUMENTS**

All code and other information developed, written, prepared, or contributed by JR Computer Associates pursuant to this Agreement shall be held under a dual copyright between JR Computer Associates and MSA. Any trademarks or copyrights held by the client shall remain the property of the client.

**VIII**  
**STANDARD OF WORKMANSHIP**

All work performed under this Agreement by JR Computer Associates shall meet current professional standards for accuracy and quality as defined by relevant professional organizations, societies, or other recognized experts, and shall be performed in accordance with all applicable laws.

**IX**  
**SUCCESSORS IN INTEREST**

This Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives.

**X**  
**ASSIGNMENT**

Neither party shall transfer or assign its rights nor delegate its duties under this agreement, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld. Any attempt to effect an assignment, transfer, or delegation made without such written consent shall be null and void and confer no right on any third party.

**XI**  
**WAIVER**

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

**XII**  
**SEVERAL OBLIGATIONS**

Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or

impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

### **XIII AMENDMENT**

All changes or modifications to this Agreement shall be in writing and signed by both parties.

### **XIV GOVERNING LAW**

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by the laws of the State of Minnesota. Venue for any legal actions between the parties arising from this Agreement shall be in any state or federal court of competent jurisdiction located in Washington County, Minnesota.

### **XV ATTORNEY'S FEES**

If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses, in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

### **XVI ENTIRE AGREEMENT**

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

### **XVII SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

XIX

SIGNATURE CLAUSE

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

JR Computer Associates, Inc

By:



Justin Gehring  
President

Dated: 7/1/2019

By:



Dated: 6/18/19

2021-2022 SCHOOL YEAR AND SUMMER AGREEMENT BETWEEN  
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE NORTH, WOODBURY  
YMCA, AND THE MATH AND SCIENCE ACADEMY

TERM: Beginning August 30, 2021 through August 29, 2022 with review by the Designee of Math and Science Academy and representatives from The Young Men's Christian Association of the North and its Woodbury YMCA Branch.

PURPOSE: The Math and Science Academy (MSA) shall provide space for School Age Care (SAC) activities to The Young Men's Christian Association of the North (YMCA), Woodbury YMCA Branch.

MUTUAL AGREEMENTS:

1. It is the intent of the YMCA to provide Before School Care (SAC) on days when school is in session and full-day summer child care activities over the summer break.
2. MSA shall provide appropriate space as may be determined between the designee of MSA and the YMCA for a period starting on August 30, 2021 through August 29, 2022, with time allowed for family nights\* and program set up and take down around the school year calendar. Program hours will be as follows:

***Before Care:*** 7:00 a.m. – until school starts

***Summer Program*** 7:00 a.m.-6:00 p.m.

\* Family nights may go past 6:00 p.m. time with prior arrangement through YGTC and MSA.

3. Daily fee schedule and contract terms for participants will be determined yearly by the YMCA.
4. The YMCA reserves the right to cancel the program due to low enrollment after working with the school on promotion.
5. MSA shall provide the normal custodial and maintenance services for the space occupied by the YMCA.
6. The YMCA shall make arrangements directly with the respective lead custodian and Designee of MSA for the storage of program materials.
7. The YMCA agrees to reimburse MSA for the cost of repairing any damages caused by negligent use of the building by the SAC program.
8. The Designee of MSA will serve as the school liaison to YMCA programs.



2021-2022 SCHOOL YEAR AND SUMMER AGREEMENT BETWEEN  
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE NORTH, WOODBURY  
YMCA, AND THE MATH AND SCIENCE ACADEMY

9. The YMCA will develop promotional materials and MSA will assist in promotion of the SAC programs.
10. Parent evaluations will be conducted at least once a school year.
11. MSA will provide the YMCA program with access to wireless. MSA will also allow the YMCA program to use the gymnasium when available.
12. MSA will provide the YMCA program with appropriate keys to access the building and storage areas.
13. Staff members involved in the operation of the program will be employees of the YMCA. The YMCA agrees to comply with all applicable laws, including insurance liability and workers compensation laws.
14. The YMCA agrees to release, hold harmless and indemnify MSA, its individual Board of Education members, all employees, demands, action or causes of action, of any kind; arising out of or resulting from the negligent acts or omissions of the YMCA. To the extent authorized by law, statutes, and constitution of the State of Minnesota, this does not extend to any personal injuries caused by Math and Science Academy as a result of any defect in, condition of, or failure by MSA to provide physical maintenance of its school facilities.

MSA, its individual Board of education members, all employees, agrees to release, hold harmless and indemnify the YMCA, its' directors, officers, employees demands, actions or causes if action, of any kind; arising out of or resulting from the negligent acts or omissions of MSA.

The YMCA agrees to provide its own public liability insurance coverage at an amount not less than One Million dollar of liability coverage and the YMCA shall name MSA as an "additional insured" on its insurance policy and, furthermore, shall provide the school with a Certificate of Insurance delineating this contractual provision.

MSA agrees to provide its own public liability insurance coverage at an amount not less than One Million dollar of liability coverage or to provide evidence of self-insurance and MSA shall name the YMCA as and "additional insured" on its insurance delineating this contractual provision. If self-insurance applies, a letter outlining the limit of coverage's for the third part liability shall be outlined and provided to the YMCA.

---

2021-2022 SCHOOL YEAR AND SUMMER AGREEMENT BETWEEN  
THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE NORTH, WOODBURY  
YMCA, AND THE MATH AND SCIENCE ACADEMY

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Authorized Agent  
The Math and Science Academy

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Authorized Agent  
Young Men’s Christian Association  
of the North



*NOTE: Please complete the following board resolution language using your organization's letterhead.*

## Education Identity & Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local education agency that uses the Education Identity Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local education agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local education agency or organization (the Superintendent or Director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).

### Designation of the Identified Official with Authority for Education Identity Access Management

Organization Name: Math + Science Academy

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): 4043-07

The Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: Cecelia Dodge

Title: Interim Director

Board Member Signature:

Name: *Myra Bergman*

Date: 6/30/21

Once the EDIAM Board Resolution is completed, scan and send it to: [useraccess.mde@state.mn.us](mailto:useraccess.mde@state.mn.us)

**DIRECTOR OF SPECIAL EDUCATION PROFESSIONAL SERVICES AGREEMENT  
 BETWEEN INDIGO EDUCATION AND MATH AND SCIENCE ACADEMY**

This Professional Services Agreement (the "Agreement") is made this April 9, 2021, by and between Innovative Special Education Services, d/b/a INDIGO Education, a Minnesota nonprofit corporation, located at 451 Lexington Pkwy, Suite 1700, St. Paul, MN 55104 ("INDIGO Education"), and Math & Science Academy (the "School") located at 843 Woodbury Crossing, Woodbury, MN 55125. INDIGO Education and the School shall be referred to collectively herein as the "Parties."

**In consideration of the promises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:**

**1. GENERAL AGREEMENT AND TERM**

- A. INDIGO Education agrees to furnish the Director of Special Education professional services to the School for direct and/or indirect time, commencing on July 1, 2021, and expiring on June 30, 2022, (the "Agreement Term") unless terminated earlier in accordance with the provisions of this Agreement. The Parties may mutually renew the Agreement at the end of the Agreement Term, but neither party shall be obligated to do so.
- B. Non-discrimination. INDIGO Education is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, familial status, disability, public assistance status, veteran status, sexual orientation, gender identity, or any other status protected by law. INDIGO Education is committed to transacting business only with firms who follow these practices. INDIGO Education will apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. By accepting this Contract, the School certifies that it complies with all applicable federal and state laws as well as policies related to non-discrimination, equal employment opportunity, and affirmative action.

**2. SERVICES TO BE PROVIDED**

A. INDIGO Education will perform the duties and assume the role of the School's Director of Special Education (the "Director") for the duration of the Agreement Term. INDIGO Education shall appoint a person to serve as the Director who will be responsible for the duties outlined in the position description (the "Services"), attached as Exhibit A hereto and incorporated herein. The Parties may mutually amend the scope of the Services by supplemental writings signed by both Parties.

B. In addition, INDIGO Education shall appoint a person to support the Director who will be responsible for the duties outlined in the position description (the "Services"), attached as

Exhibit A hereto and incorporated herein. The Parties may mutually amend the scope of the Services by supplemental writings signed by both Parties.

C. INDIGO Education retains the right to solely determine the specific duties of the Director and their supports, so long as they are consistent with the Services outlined in Exhibit A. If, during the Agreement Term the School's needs as related to its Director, and their supports exceed the services identified in Exhibit A, INDIGO Education will use its best efforts to provide for increased staffing. However, INDIGO Education is not obligated to find nor does it guarantee the availability of additional staff. In this case, the Agreement and compensation schedule will be modified.

D. The School acknowledges that the Director has certain responsibilities pursuant to state and federal law and regulations and, in furtherance of those responsibilities, the School acknowledges that it has a duty to cooperate with the Director.

E. The School further agrees to make its business or fiscal manager available to meet with the Director no less than quarterly for the purpose of providing the Director with information regarding the financial management and operations of the School. The School agrees to provide the Director and their team at INDIGO Education "read-only access" to data collection systems created by the Minnesota Department of Education (Special Education Data Reporting Application (SEDRA) and Special Education Record View and Submission (SERVS)).

### **3. BACKGROUND INVESTIGATIONS**

INDIGO Education shall conduct criminal background investigations on all of its employees that are to perform the Services who may come into contact with the School's students prior to the commencement of those person(s) performing any of the Services.

### **4. CONFIDENTIALITY**

INDIGO Education and its employees, consultants, and contractors shall maintain all records and information arising out of the provision of the Services in accordance with applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to the confidentiality of student education data. It shall be the responsibility of the School to provide INDIGO Education with any of its own guidelines, policies, or procedures relating to confidentiality that it wishes for INDIGO Education to comply with pursuant to this paragraph.

### **5. PAYMENT FOR SERVICES**

The School shall compensate INDIGO Education for providing the Services as outlined in the compensation schedule, attached as Exhibit B hereto and incorporated herein.

## **6. PROFESSIONAL CREDENTIALS AND MANDATED REPORTER**

A. The Director and all associated service providers will maintain appropriate Minnesota licensure according to their role.

B. The Parties acknowledge and agree that the Director and all associated service providers are mandated reporters pursuant to Minnesota Statutes, Section 626.556.

## **7. INDEPENDENT CONTRACTOR**

A. INDIGO Education shall select the means, method, location, and manner of performing the Services. Nothing in this Agreement is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the Parties or as constituting INDIGO Education as an agent, representative, or employee of the School for any purpose. INDIGO Education is and shall remain an independent contractor for all Services performed under this Agreement.

B. INDIGO Education shall secure at its own expense all personnel required to perform the Services. INDIGO Education's personnel, while engaged in the performance of any work or services required by the School pursuant to this Agreement, will have no contractual relationship with the School and shall not be considered an employee(s) of the School.

C. INDIGO Education shall not be responsible for any claims that arise out of the employment or alleged employment under the Minnesota Unemployment Insurance Law or the Workers' Compensation Act of the State of Minnesota on behalf of any school personnel, including, without limitation, claims of discrimination against the School, its officers, agents or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from INDIGO Education including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

## **8. INDEMNIFICATION**

A. To the fullest extent permitted by law, the School agrees to defend, indemnify, and hold harmless INDIGO Education, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expense. This includes reasonable attorney's fees, resulting directly or indirectly from any act or omission of the School, anyone directly or indirectly employed by the School, or anyone for whose acts or omissions, or both, may be liable in the delivery of education services, or any combination thereof, and against all loss by reason of the failure of the School or its employees to adhere to any applicable state and federal law. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes, but is not limited to, any liability, claims, or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or

alleged employment of School personnel, the unlawful disclosure or use of protected data, or both, or other noncompliance with the requirements of the data privacy provisions of this Agreement. This provision shall not be deemed as a waiver of any statutory immunities or liability limits available to any party under the law.

B. The School shall promptly notify INDIGO Education of any claim, action, cause of action, or litigation brought against the School, its employees, officers, agents, which arises out of the Services provided under this Agreement. The School shall also notify INDIGO Education whenever the School has a reasonable basis for believing that the School or its employees, officers, agents or any combination thereof, or INDIGO Education, or both, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge, or litigation arising out of or related to the Services contained in this Agreement. Failure to provide notices required by this section is a material violation of the terms and conditions of this Agreement.

## 9. INSURANCE

A. The School will maintain insurance coverage for Workers Compensation (statutory limits), General Liability, Professional Liability, and Excess or Umbrella Liability in an amount of not less than \$1,000,000.00 (one million dollars and no/100) per occurrence (except with regard to Professional Liability, which will be written on a claims-made basis) and will provide information as to specific limits upon the Parties' execution of this Agreement. Such certificate of Liability insurance shall list INDIGO Education as an additional insured, with the exception of Worker's Compensation and Professional Liability certificates, and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to INDIGO Education, or 10 days' written notice in the case of non-payment. If the school receives notice of cancellation or termination from an insurer, the School shall provide a copy of the notice to INDIGO Education within two business days of the School's receipt of the notice.

B. INDIGO Education maintains insurance coverage with minimum limits as follows:

- Commercial/General Liability
  - Combined Single Limit \$1,000,000.00
  - Personal Injury Limit \$1,000,000.00
  - Products Completed Operations \$2,000,000.00
  - General Aggregate \$2,000,000.00
  - Professional Liability Insurance with limits of \$2,000,000.00 each occurrence, \$2,000,000.00 aggregate

C. The above establishes minimum insurance requirements. It is the sole responsibility of the School to determine the need for and to procure additional insurance that it may need.

D. The Parties shall provide updated certificates during the term of this Agreement as insurance policies expire. If a party fails to furnish proof of insurance coverage the other party may

pursue any other right or remedy allowed under the contract, law, equity, or statute, or all. Each party does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in section nine.

D. Each party waives all rights against the other party, including the other party's officials, officers, agents, volunteers, and employees, for recovery of damages to the extent that damages are covered by the party's own insurance coverages.

## 10. DATA PRACTICES

A. INDIGO Education understands that the School, its officers, agents, owners, partners, employees, and volunteers must abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations, and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) adopted as part of the American Recovery and Reinvestment Act of 2009. INDIGO Education understands that if it creates, collects, receives, stores, uses, maintains, or disseminates data because it performs functions of the School pursuant to this Agreement, then INDIGO Education must comply with the requirements of the MGDPA as if it were a government entity.

B. The School agrees to promptly notify INDIGO Education if it becomes aware of any potential claims, or facts giving rise to such claims under the MGDPA. The terms of section ten shall survive the expiration, cancellation, or termination of this Agreement.

## 11. MERGER AND MODIFICATION

A. Entire Agreement. The entire agreement between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, then the terms of this Agreement shall prevail.

B. Modification. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties.

## 12. TERMINATION

A. Either party may terminate this Agreement, with or without cause, with 30 days' written notice to the other party. If the Agreement is terminated and the School does not have a Director of Special Education under contract as of the date the Agreement ends, the Parties acknowledge that INDIGO Education will be required by law to report and it will report the



School's failure to provide a Director of Special Education to the Minnesota Department of Education.

- B. The School's administrator and the Director of Special Education are required by the Minnesota Department of Education to sign the Statement of Assurances annually. These Assurances require the school to follow all State and Federal laws regarding special education due process and fiscal compliance under the direction of a licensed Director.
- C. The Director will provide the School with guidance that is timely, accurate, and ethical. Should the School elect to not follow this guidance, the following steps will be implemented:
  - a. The Director will outline the concerns in writing and request a meeting to discuss the concerns with the School's Director.
  - b. The Director and the School Director will meet, discuss concerns and establish a plan of resolution within a mutually agreed-upon timeframe.
  - c. If, after two failed attempts to schedule a meeting with the School Director, the Director will request a meeting including the School's board chair and the authorizer.
  - d. After meeting with the School Director, board chair, and authorizer, the concerns are not resolved, INDIGO Education will provide notice of termination of services (as outlined in Section 12A of this agreement) to the School.

### **13. WAIVER**

Either party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

### **14. SURVIVAL OF PROVISIONS**

- A. Provisions that by their nature are intended to survive the Agreement Term and/or the termination of this Agreement include the following: SERVICES TO BE PROVIDED; CONFIDENTIALITY; INDEMNIFICATION; INSURANCE; DATA PRACTICES; TERMINATION; and MINNESOTA LAW GOVERNS.
- B. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, an act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance.

Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right without any liability to the other party, to terminate this agreement.

#### **15. NOTICES**

Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the party at the address stated in the opening paragraph of this Agreement, or such other address as either party may provide to the other by notice given in accordance with this provision. The Parties agree that notices permitted or required by this Agreement may be made by email when also made contemporaneously by United States mail as set forth in this paragraph.

#### **16. MINNESOTA LAWS GOVERN**

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance.

#### **17. ASSIGNMENT**

The Parties agree that neither party may assign any interest in this Agreement without the written consent of the other party.

#### **18. SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

#### **19. THIRD-PARTY RIGHTS**

The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

[signature pages to follow]

**IN WITNESS WHEREOF**, the Parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

**THE SCHOOL:**

By: *John G. [Signature]*  
John G. (Apr 9, 2021 12:26 CDT)

Its: Director

Date: Apr 9, 2021

**INDIGO EDUCATION:**

By: *Erin Lavery Wanat*  
Erin Lavery Wanat (Apr 9, 2021 12:32 CDT)

Its: Executive Director

Date: Apr 9, 2021

## **EXHIBIT A**

### **DESCRIPTION OF SERVICES**

**POSITION TITLE:** Director of Special Education (the “Director”)

**SUPERVISOR:** Executive Director of INDIGO Education

#### **Position Summary**

As a member of the INDIGO Education team, the Director will provide programmatic and financial oversight of the School’s special education programs.

#### **The essential functions of the Director shall include the following:**

- Diligently execute the Statement of Assurances and uphold the Code of Ethics for School Administrators (MN Rule 3512.5200)
- Assist contracted schools in complying with federal and state rules/regulations pertaining to students with disabilities
- Collaborate with school staff members to monitor programs regarding compliance with all laws, policies, regulations, and guidelines pertaining to special education as mandated by the state of Minnesota and the federal government
- Provide training and mentoring to teachers, administrators, and paraprofessionals regarding broad and specific concepts in the field of special education
- Maintain knowledge of legal and ethical requirements related to the special education programs
- Ensure that an adequate educational structure is in place to meet the emotional, physical, and cognitive needs of learners with Individualized Education Programs (IEPs)
- Oversee special education expenditures and revenue and third party reimbursement
- Review data entry within the following systems SEDRA / SERVS / UFARS / STAR / MARSS
- Provide guidance to school staff regarding the Tuition Acknowledgement process

- Provide training to client schools as they develop Procurement Procedures related to special education finance, thus meeting fiscal compliance standards as stated in UGG:
- Personnel (time and effort reporting)
- Equipment tracking
- Third-Party Billing
- Procurement Policies (Conflict of Interest, Record Retention, Nepotism, Nondiscrimination)
- Special Transportation
- Participate in local, state, and regional special education meetings as necessary
- Interpret and complete, in a timely manner, special education applications and other essential forms as -required by the state and federal government
- Facilitate meetings pertaining to student-specific and district-level meetings
- Other job-related duties as assigned by INDIGO Education's Executive Director.

**The Director shall be selected based on the following guidelines relating to experience, knowledge, characteristics, and abilities:**

- Current Minnesota license as a Director of Special Education.
- Minimum of five years working within the field of special education as a special education teacher.
- Minimum of one year working in a school leadership position.
- Excellent verbal and nonverbal communication skills.
- Knowledge and understanding of Minnesota K-12 Academic Standards, learning theory, and practice, curriculum, interventions, and programming.
- Demonstrate the ability to prioritize and respond to needs across multiple settings.
- Exhibit the ability to work both independently and within a group structure.
- Resolve conflict with keen problem-solving skills.
- Maintain a professional demeanor in difficult and/or emotional situations.
- Appreciate diversity and strive for cultural competency.

- Intersect the mission and vision of a school with the non-negotiable rules and regulations that drive special education.
- Demonstrate the ability to organize and synthesize verbal and written data.
- Respond quickly to a variety of stakeholder requests.
- Work cooperatively and effectively in a multi-disciplinary environment with various staff and related service providers.
- Analyze financial reports created by the Minnesota Department of Education.
- Report errors and provide solutions within financial systems to the Director of Special Education and appropriate school staff
- Provide guidance regarding the implementation and maintenance of Third Party Billing programming
- Review special education documentation in accordance with State/Federal guidelines

## **EXHIBIT B**

### **COMPENSATION SCHEDULE**

1. In exchange for the Services provided under this Agreement, the School agrees to compensate INDIGO Education \$25,000.00 (the "Fee") for Services provided over 47 weeks between July 1, 2021, and June 30, 2022. The hourly rate for Services is \$133.00. The Fee will not exceed the aforementioned amount unless agreed upon by the Executive Director of INDIGO Education and the School's Director (via a modified Agreement).

2. Within 10 days of execution of the Agreement by both Parties, the School shall provide an initial, non-refundable payment of \$5,000.00 to INDIGO Education. This initial payment shall apply toward the Fee.

3. The remainder of the Fee will be paid in quarterly increments, per the schedule detailed below. However, in no event shall any amount of the Fee be paid after June 1, 2022.

- a. Payment One - by September 1, 2021
- b. Payment Two - by December 1, 2021
- c. Payment Three - by March 1, 2022
- d. Payment Four - by May 1, 2022

4. INDIGO Education agrees to furnish the Director of Special Education professional services to the School for four (4) HOURS PER YEAR for direct and/or indirect time.

5. In the event that the Agreement is terminated by INDIGO Education, INDIGO Education shall be entitled to the prorated balance of the Fee (minus the non-refundable deposit of \$5,000.00) as of the last day of the month that the Agreement terminates.

6. In the event that the Agreement is terminated by the School on or before December 31, 2021, INDIGO Education shall be entitled to the prorated balance of the Fee (minus the non-refundable deposit of \$5,000.00) as of the last day of the month that the Agreement terminates. In the event the Agreement is terminated by the School after December 31, 2021, INDIGO Education shall be entitled to the entire Fee.

7. In the event that the School is delayed in paying for services outlined in this Agreement, the following steps will be taken:

- a. A payment plan will be established with approval by the Executive Director of INDIGO Education, its business manager, and the Director of the School.
  - i. A notice will be provided to the School if the payment is 30 days late.
  - ii. The School will pay a service fee of 1.5% of the past due amount ([MN Statute 471.425](#)).
- b. If payment is not received within 45 days of the due date or in accordance with the agreed-upon payment plan, notice will be provided to the School, board chair, authorizer, and the Minnesota Department of Education (MDE).
- c. If payment or payment according to the agreed-upon payment plan is not received within 60 days, INDIGO Education will issue a termination of services notice to the School.
  - i. INDIGO Education will inform the School's board, authorizer, and MDE of the termination of the partnership.





Division of School Finance  
 Special Education Funding and Data  
 1500 Highway 36 West  
 Roseville, MN 55113-4266

**State Fiscal Year (SFY) 2022**  
**Application For Special**  
**Education Funds**

ED-01350-37  
 Due: 06/01/21

## Statement of Assurances

**General Information:** Minnesota education agencies applying for state and federal funds under the Individuals with Disabilities Education Act (IDEA), Public Law 108-466, must annually complete the Application for Special Education Funds – Statement of Assurances (ED-01350). 34 Code of Federal Regulations (C.F.R.), section (§) 300.200. Federal funds are allocated to states by the U.S. Department of Education. Catalog of Federal Domestic Assistance (CFDA) numbers: 84.027A Special Education Grants to States, PR/Award number H027A210087, 84.173A Special Education Preschool Grants, PR/Award number H173A210086 and 84.181A Special Education Grants for Infants and Families with Disabilities, PR/Award number H181A210029. The application must be submitted to the Minnesota Department of Education (MDE), Division of School Finance, Special Education Funding and Data, by June 1, 2021. Districts will keep supporting information for the local Total Special Education System (TSES) plan on file for review by MDE monitors.

### Identification Information

Name of District or Cooperative:	District Number and Type:	Date Submitted:
Math & Science Academy	4043-07	5/1/2021

### Statement of Assurances

1. All state and federal funds received by the local educational agency (LEA) will be used for the purpose of providing special education and related services for children with disabilities from birth to age 21, consistent with state and federal statutes, rules, and regulations.

Federal funds received by the agency from the Individuals with Disabilities Education Act of 2004 (IDEA), (20 United States Code (U.S.C.) 1400 and 34 C.F.R. § 300 and C.F.R. § 303) will:

- a. Be used only for purposes consistent with those stated in the IDEA. **(34 C.F.R. § 300.202)**
- b. Use fiscal control and accounting procedures to assure proper disbursement of and accounting for federal funds. The code of Federal Regulations, Title 34, and Federal Office of Management and Budget, Uniform Grant Guidance (2 C.F.R. § 200), and Education Department General Administrative Regulations (EDGAR) provides cost principles for state and local governments to comply with regulations related to allowable expenses, including conferences and meals.
- c. Comply with the Single Audit Act of 1984, as amended and Uniform Grant Guidance.
- d. Not be commingled with state or local funds. **(34 C.F.R. § 300.162(b))**
- e. Not be used to supplant the use of local or state funds. **(34 C.F.R. § 300.202(a)(3))**
- f. Be used only to pay for the excess costs of educating children with disabilities. **(34 C.F.R. § 300.202)**
- g. Not be used to provide services to those children which, taken as a whole, are at least comparable to services provided to other children with disabilities for which the agency is responsible. **(34 C.F.R. § 300.203(b))**
- h. Not be used to reduce the level of expenditure made from local funds below the level contributed in the previous fiscal year. **(34 C.F.R. § 300.203)**

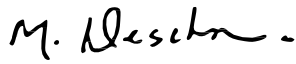
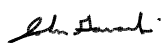
- i. Be audited to assure compliance with the above fiscal requirements. **(34 C.F.R. §§ 300.162(b) and 300.222)**
  - j. Provide special instruction and related services to students with disabilities enrolled in nonpublic schools located within the boundaries of the district. **(Minn. Stat. §125A.03 and 125A.18)**
  - k. Make available to the parents and the general public the application and all documents relating to the application, including evaluations and reports. **(34 C.F.R. § 300.212)**
  - l. Be in compliance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794 (Section 504 Title 34) of the Code of Federal Regulations Part 104 (Nondiscrimination on the basis of disability, referred to as “Section 504”). **(Minn. Stat. § 125A.55)**
  - m. Begin to obligate funds according to 34 C.F.R. § 76.708.
2. Policies and procedures for programs established and administered by the education agency shall be consistent with state and federal statutes, rules and regulations and will ensure:
    - a. The rights of children with disabilities to a free appropriate public education (FAPE), including children in public charter schools, adult facilities, and private schools. **(34 C.F.R. §§ 300.101, 300.209 and 300.324(d), and Minn. Stat. §§ 125A.03 and 125A.18)**
    - b. Full educational opportunities for all children with disabilities. **(34 C.F.R. § 300.109)**
    - c. That all children with disabilities, including those attending private schools or being home-schooled, who are in need of special education and related services, are identified, located, and evaluated, and a method is developed to determine which children are currently receiving services. **(34 C.F.R. § 300.111 and Minn. R. 3525.0750)**
    - d. To demonstrate that with appropriate accommodations, children with disabilities are included in statewide and districtwide assessment programs, and that this data is reported to the state education agency. **(20 USC § 1412(a)(16) and 20 USC § 612(a)(16))**
    - e. The development and implementation of a coordinated multidisciplinary, interagency intervention system to meet the needs of children with disabilities ages 3 to 21. **(Minn. Stat. §§ 125A.023 and 125A.027)**
    - f. May establish a community transition interagency committee for youth with disabilities, beginning at grade nine or age equivalent, and their families. **(Minn. Stat. § 125A.22)**
    - g. Procedures for evaluation and determination of eligibility for all children with disabilities under the jurisdiction of the district. **(34 C.F.R. § 300.301-300.311 and Minn. R. 3525.2710)**
    - h. Confidentiality of personally identifiable information collected, used or maintained specific to children with disabilities. **(34 C.F.R. § 300.123)**
    - i. The development, review and revision of the individualized education program (IEP), individualized family service plan (IFSP) or standardized written plan of each child with a disability, according to the IDEA. **(34 C.F.R. § 300.112, Minn. Stat. §§ 125A.023, 125A.027, 125A.028 and 125A.32, and Minn. R. 3525.2810 and 3525.2900)**
    - j. Procedural safeguards are afforded children with disabilities and their parents, consistent with local agency policies and state and federal statutes, rules and regulations. **(34 C.F.R. § 300.121)**
    - k. Are educated in the regular education environment, except when satisfactory achievement cannot be attained in that environment. **(34 C.F.R. § 300.114)**
    - l. That a continuum of alternative placements is available to meet the needs of each child with a disability. **(34 C.F.R. § 300.115)**
    - m. That students with disabilities who are subject to suspension or expulsion from school are provided FAPE, a manifestation determination review, appropriate interim alternative educational setting and rights to a due process hearing. **(34 C.F.R. §§ 300.536 and 300.530–300.534, Minn. Stat. § 125A.43)**
    - n. That schools will coordinate with the National Instructional Materials Access Center (NIMAC) and will provide students with print and reading disabilities accessible instructional materials in a timely manner. **(34 C.F.R. § 300.172(a))**
    - o. That schools not coordinating with the NIMAC will provide students with print and reading disabilities accessible instructional materials in a timely manner. **(34 C.F.R. § 300.172(b))**

## Certification of Statement of Assurances

**Single District Application:** A Statement of Assurances submitted by a single district must be signed by the director of special education and the district superintendent or school board clerk.

**Special Education Cooperative or Education District Application:** The Statement of Assurances submitted by multiple districts must be signed by the director of special education from the host (fiscal agency) district **and** the superintendent or school board clerk of each applicant district. Directors may make copies of the Statement of Assurances and the Certification form to distribute to each school district. The director of special education must ensure: 1) that each district submits its application to MDE by the June 1 deadline; and, 2) that the application contains the signatures of both the director of special education and the district superintendent of the school or school board clerk in the Superintendent’s absence.

We certify that to the best of our knowledge, the information contained in the school district(s) Total Special Education System(s) (TSES) plan is accurate and complete. We certify that the child count data submitted to MDE through the Minnesota Automated Reporting Student System (MARSS) will be complete, true and accurate. Each student included will be receiving special education services, have a current individualized education program and a current evaluation as of December 1, 2020. As representatives of a public agency applying for state and federal funds, we agree to provide special education services to students with disabilities that are in compliance with federal and state laws, rules, and regulations, and in accordance with the given assurances.

Signature* – Director of Special Education:  	District/Cooperative Number: 4043-07	Date: 3/9/2021
Signature* – District Superintendent or School Board Clerk:   <small>John G (Apr 9, 2021 12:26 CDT)</small>	District/Cooperative Number: 4043-07	Date: 4/9/2021

\*Original signature is required – do not use stamps or copies









# FY22 - Director of Special Education Agreement - Math & Science

Final Audit Report

2021-04-09

Created:	2021-04-09
By:	Indigo Education Education (hello@indigoed.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFP-GBbtYhsSoZ01Mx0i6o8VbUqcyE30Y

## "FY22 - Director of Special Education Agreement - Math & Science" History

-  Document created by Indigo Education Education (hello@indigoed.org)  
2021-04-09 - 4:24:11 PM GMT- IP address: 73.65.51.195
-  Document emailed to John G (jgawarecki@mnmsa.org) for signature  
2021-04-09 - 4:26:32 PM GMT
-  Email viewed by John G (jgawarecki@mnmsa.org)  
2021-04-09 - 4:52:37 PM GMT- IP address: 66.102.6.158
-  Document e-signed by John G (jgawarecki@mnmsa.org)  
Signature Date: 2021-04-09 - 5:26:50 PM GMT - Time Source: server- IP address: 73.94.237.134
-  Document emailed to Erin Lavery Wanat (ewanat@indigoed.org) for signature  
2021-04-09 - 5:26:51 PM GMT
-  Email viewed by Erin Lavery Wanat (ewanat@indigoed.org)  
2021-04-09 - 5:31:51 PM GMT- IP address: 66.102.6.159
-  Document e-signed by Erin Lavery Wanat (ewanat@indigoed.org)  
Signature Date: 2021-04-09 - 5:32:37 PM GMT - Time Source: server- IP address: 96.82.203.30
-  Agreement completed.  
2021-04-09 - 5:32:37 PM GMT

**Only 1 nomination.****Sandi Overson**

I am interested in the intern and the long term MSA board position. I believe and support the MSA vision and mission of the school. My qualifications and volunteer activities will help me be an asset to the MSA board. This is my third year at MSA and my 22nd year teaching. I teach Calculus, AP Calculus AB, AP Calculus BC, AP Statistics and I am the math placement coordinator. I am on the finance committee and I have been an active volunteer for a variety of task forces. Thank you for considering me.

Executive Director Job Description  
 Math and Science Academy  
 Submitted by the Personnel Committee (7.13.21)  
 Version 2

REPORTS TO: MSA Board of Directors

SUPERVISES: Full time staff, part-time contract employees and part-time employees.

SUMMARY: Serves as the educational leader, chief operating officer, and **community ambassador** of the Math and Science Academy (MSA). The Director operates under the policy direction of the MSA Board of Directors (BOD) and in accordance with federal and state laws. The Director provides assistance to the BOD in developing, formulating, and providing guidance in school finance, school program planning, and educational program review. The Director has the authority to specify actions required and to detail how the school will operate. Work is accomplished by providing leadership to school employees and members of the school community through school system management plans that recognize the need to achieve student, staff, and BOD goals. The Director works in conjunction with Assistant Directors and can delegate responsibilities accordingly in order to fulfill the essential duties and responsibilities of the position.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

### EDUCATIONAL LEADER

- Pursues the vision and executes the mission of the school.
- Oversees planning and evaluation of the curriculum and instruction.
- Supervises and observes all instructional practices in the school, including coaching and mentoring directly or through other staff.
- Maintains a current knowledge of developments in curriculum and instruction.
- Prepares long and short term goals for the school, including student achievement.
- Develops and implements the rituals, routines, and celebrations that ensure a culture of academic success.
- Participates in professional activities to enhance knowledge and skills, and shares expertise with colleagues.

### CHIEF OPERATING OFFICER OF THE SCHOOL

- Implements policies of the BOD. Provides input on policies in accordance with state and federal laws.
- Reports to the BOD about the status of school programs.
- Acts as liaison between the BOD and school staff.
- Informs the BOD about rules and regulations of the Minnesota Department of Education.
- Informs the BOD about current trends and developments in education.
- Serves as an ex-officio member of the BOD.
- Works with the BOD Chair to set agendas and documents for BOD workshops and meetings.

- Attend BOD committee meetings and task force meetings necessary to ensure the effective and efficient running of the school.
- Works with the BOD in developing and overseeing MSA's Strategic Plan.
- Works with teachers and administrative staff to ensure adequate representation at BOD committee meetings.
- Invites teacher BOD members to weekly meetings during teacher contracted days.

#### PERSONNEL MANAGEMENT

- Ensures appropriate staffing and recommends staff contracts to the BOD.
- Ensures administration of human resource policies and programs for all staff.
- Oversees the implementation of a personnel evaluation system.
- Maintains up-to-date job descriptions for all personnel.
- Ensures Assistant Directors fulfill the essential duties and responsibilities of their positions.
- Oversees the planning and evaluation of professional development and learning programs for staff.
- Ensures a professional climate on the school campus.
- Facilitates and monitors staff morale.
- Oversees implementation of mentoring opportunities within the school.
- Oversees employee discipline consistent with BOD policies and employment laws.
- Recommends salary and hourly pay rate changes or dismissal/renewal of staff to the BOD.
- Evaluates benefit package options and makes final recommendations to the BOD.

#### FACILITIES MANAGEMENT (SECURITY AND SAFETY MANAGEMENT)

- Prepares long- and short-range plans for facilities (all school buildings).
- Works with the MSA Building Company. - Need to find out the answer: Is it okay for the Director to be the President of the Building Company?
- Oversees the maintenance of school property and school grounds.
- Oversees the implementation of policies for safe school facilities including fire, safety, and other inspections.

#### FINANCIAL MANAGEMENT

- Assists with the preparation of the overall school budget.
- Reviews monthly financial reports and monthly financial estimates with the BOD's Contracted Financial Manager.
- Ensures that the expenditures are within limits approved by the BOD.
- Works with the BOD's Treasurer and Finance Committee to oversee year-end financial audits.
- Oversees the appropriation of alternative funding sources.

#### STUDENT SERVICES

- Works with school staff to maintain the integrity and accuracy of student records.
- Oversees annual student registration process and enrollment.
- Implements policies and programs relating to behavior and discipline of students.
- Provides input and assistance on student behavior issues and consequences, as necessary.

- Oversees a student tutoring and mentoring program.
- Visits MSA classrooms in order to ensure the quality of the educational environment.
- Seeks to stay informed about issues and activities in the school that add to, or detract from, the mission and vision of the school.
- Obtains a reasonable level of knowledge regarding the interaction of teachers, staff, students, and parents/guardians.
- Serves as a point of contact for students and families.

#### ORGANIZATIONAL MANAGEMENT

- Provides leadership for the development of a systematic plan for continuous school improvement.
- Maintains student, personnel, business, and other records according to school policy.
- Ensures filing of all required reports by state and federal law/regulation.
- Collaborates with the Policy Committee to advise the BOD of the need for new and revised policies.
- Reviews and approves all MSA handbooks.
- Makes administrative decisions necessary for the effective and efficient operation of the school, including working with contractors and consultants, as needed.
- Attends, or delegates a representative to attend, meetings of municipal agencies at which matters pertaining to the school appear on the agenda or are expected to be raised (e.g. transportation and expansion issues).
- Proposes scheduling for the school year to the BOD.

#### COMMUNICATION AND INTERACTION

- Conducts a mid-year survey with staff and parents/guardians concerning communication and collaboration in the school.
- Conducts an end of year survey with parents/guardians.
- Ensures that there is a developed and effective system of communication among stakeholders.
- Keeps the school community informed about educational practices and trends as well as the policies, practices, successes, and challenges of the school.
- Responds to and resolves internal and external inquiries from parents/guardians, employees, and outside organizations regarding school operations and policy.

#### COMMUNITY RELATIONS

- Maintains an effective and strong working relationship with MSA's authorizer.
- Maintains an effective and strong working relationship with the city of Woodbury community.
- Serves as ambassador and advocate of MSA's mission, representing the school at local events, as appropriate.
- Supervises the development and maintenance of relationships with MSA's alumni, the alumni database, and engages alumni in school events.

#### SPECIAL EDUCATION AND TITLE I PROGRAMS

- Works with the Contracted Special Education Director to ensure compliance with the



guidelines established by the Minnesota Department of Education and ensures implementation of administrative procedures for Special Education and Title I programs consistent with state and federal laws.

- Works with the special education staff to ensure consistent implementation of special education services across programs.
- Ensures the Individual Education Plan (IEP) meetings and placement review meetings for special education students are held in accordance with state law.
- Acts as school administrative representative to IEP meetings and evaluations on high-level IEP meetings.
- Ensures the Child Study Team process is in place and implemented in accordance with state and federal guidelines.

#### REQUIREMENTS

- Education: A four year college degree is required. A Master's degree in Education or similar is preferred.
- Experience: Demonstrated leadership experience working with stakeholders toward achieving goals. Demonstrated success in encouraging parent/guardian involvement. Operations and facilities management experience. Experience working with Special Education and Title I programs and requirements. Experience developing an alumni network and working with alumni. Fundraising experience and an ability to raise funds through alternative sources.
- License: Current and valid school administrator's license is preferred.

#### EVALUATION

- Performance will be evaluated by the BOD using this job description and pre-established goals.

#### QUALIFICATIONS

- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

#### KNOWLEDGE/SKILLS

- Knowledge of BOD policies, Minnesota Statutes, as well as policies and procedures of the Minnesota Department of Education, is required.
- Knowledge of curriculum and instructional theory and practices, management principles and financial planning, management information systems, and leadership techniques is essential.
- Managerial, observational, communication, and leadership skills and abilities.
- Ability to read, write, and interpret documents such as curriculum guides, budgets, test results, contracts, grant applications, statutes, and policies.
- Ability to understand and generate written memorandums, employee evaluations, and correspondence with businesses and public contracts.
- Ability to write routine reports and correspondence.
- Ability to speak effectively to individuals and groups.
- Ability to effectively present information and respond to questions from parents, staff,

students, and the general public.

- Ability to prepare budgets and the ability to read and interpret fiscal reports.
- Knowledge of popular computer software including MS Office Suite, Google Docs, and a variety of electronic tools (e.g. tablets, smart phones, and interactive whiteboards).
- Capable of correspondence using email and other web-based applications, text messaging, and other social networks.

#### PHYSICAL DEMANDS

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.* While performing the duties of this job, the employee is regularly required to: sit; use hands to finger, handle, or feel; reach with hands and arms; talk or hear. The employee is occasionally required to stand, walk, climb, balance, stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 50 pounds.

## Policies for Annual Review

### July

- 414
- 721
- 802

### August

- 531

### September

- 413

### October

- 506
- 616

### November

- 514

### December

- 516

### January

- 522

### February

- 524

### March

- 601
- 603

### April

- 806

### May

- Check MSBA annual updates master list

### June

- 410

## **MATH AND SCIENCE ACADEMY**

*Adopted: April 18, 2016*

*MSBA/MASA Model Policy 208*

*Orig. 1995*

*Rev.2014*

### **208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES**

*[Note: The provisions of this policy are recommendations. The procedures for policy development, adoption, and implementation are not specifically provided by statute.]*

#### **I. PURPOSE**

The purpose of this policy is to emphasize the importance of the policy-making role of the Board of Directors (BOD) and provide the means for it to continue to be an ongoing effort.

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

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the BOD and should be in a form which is sufficiently explicit to guide administrative action.

#### **III. DEVELOPMENT OF POLICY**

- A. The school board has jurisdiction to legislate policy for the Math and Science Academy (MSA) with the force and effect of law. BOD policy provides the general direction as to what the BOD wishes to accomplish while delegating implementation of policy to the administration.
- B. The BOD's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The BOD shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a BOD member, employee, student or resident of MSA. Proposed policies or ideas shall be submitted to the director for review prior to possible placement on the BOD agenda.

#### **IV. ADOPTION OF POLICY**

- A. The BOD shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two BOD meetings. The proposals shall be distributed and public comment will be allowed at both meetings prior to

the final BOD vote, which may be at the second meeting.

- B. The final vote taken to adopt the proposed policy shall be approved by a simple majority vote of the BOD at the second meeting.
- C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the BOD. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The BOD shall have discretion to determine what constitutes an emergency situation.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the BOD has no control, the modified policy may be approved at one meeting at the discretion of the BOD.

## **V. IMPLEMENTATION OF POLICY**

- A. The director shall be responsible for implementing BOD policies and developing administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the BOD.
- B. Each BOD member shall have access to this policy manual, and a copy shall be placed in the director's office. Manuals shall be available in the director's office and made available for reference purposes to other interested persons.
- C. The director, employees designated by the director, and individual BOD members shall be responsible for keeping the policy manuals current.
- D. The BOD shall review policies at least once every three years. The director shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the BOD shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; and 806 Crisis Management Policy.
- E. When no BOD policy exists to provide guidance on a matter, the director is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of MSA. Under such circumstances, the director shall advise the BOD of the need for a policy and present a recommended policy to the BOD for approval.

***Legal References:*** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

***Cross References:*** MSBA/MASA Model Policy 305 (Policy Implementaion)



**Math and Science Academy**  
**Student-Parent Handbook**  
**2021-2022**

Approved:

## Table of Contents

<b>INTRODUCTION</b>	<b>Page</b>	<b>TOPICS (A-Z)</b>	<b>Page</b>
MSA (Math and Science Academy)		COVID-19 . . . . .	15
Vision, Mission and Core Values . . . . .	4	Dress Code . . . . .	15
BOD (Board of Directors) . . . . .	4	E-Learning Days ( <i>see School Closing Procedures</i> )	
Charter School Information . . . . .	5	<b>ELECTRONIC DEVICES - POLICIES AND PROCEDURES . . . . .</b>	<b>15</b>
MSA Contact Information . . . . .	5	● 1:1 Computer Program	
MSA CAMPUS INFORMATION . . . . .	5	○ Chromebook	
● Building Information		○ Laptop	
● Building and School Office Hours		● Cellphones	
● School Day Hours and Schedules		● Internet Use at School	
● Drop-off/Pick-up Procedures . . . . .	7	● Misuse	
○ Before and After School		Emergencies . . . . .	15
○ During School Hours		Fragrance-Free Campus . . . . .	15
MSA COMMUNICATION . . . . .	8	Gender Inclusion . . . . .	15
● General Information		Grading System ( <i>see Grading Handbook</i> )	
● Chain of Communication Protocol/ Flow Chart - General and Special Education . . . . .	10	Graduation Requirements ( <i>See Course Guide</i> )	
● 2021-2022 MSA Calendar . . . . .	12	<b>HEALTH SERVICES . . . . .</b>	<b>16</b>
<hr/>		● Emergency Contact Update	
<b>TOPICS (A-Z)</b>	<b>Page</b>	● Health Concerns	
Activities ( <i>See Activities Handbook</i> )		● Immunizations	
Admission and Enrollment . . . . .	13	● Medications	
● Late Enrollment		● Physical Exams	
Athletics ( <i>see Activities Handbook</i> )		Homework Expectations . . . . .	16
ATTENDANCE . . . . .	13	Lockers . . . . .	16
● Absences		● Locker Decoration	
○ Excused		Lost and Found . . . . .	16
○ Unexcused		Lunch . . . . .	16
○ Due to School-Sponsored Activities or Programs		● Lunchroom Conduct	
○ Family Trips		● Open Campus Lunch Procedure	
● Tardiness		MCA (Minnesota Comprehensive Assessments) . . . . .	17
○ Excused		Parent Involvement . . . . .	17
○ Unexcused		PBIS (Positive Behavioral Interventions and Supports) . . . . .	17
Backpacks and Bags . . . . .	14	● FIRE Expectations	
BEHAVIOR AND DISCIPLINE . . . . .	14	Policies ( <i>see last section, District Policies</i> )	
● Academic Integrity		Posters . . . . .	17
● Bullying		PSEO (Post-Secondary Enrollment Options) . . . . .	18
● Chemical Use and Abuse		PTO (Parent Teacher Organization) . . . . .	18
● Harassment and Violence		Recycling . . . . .	18
● Tennessen Warning			
Counseling Services ( <i>See Student Support Services</i> )			
Course Drop Deadline ( <i>See Course Guide</i> )			



<b>TOPICS (A-Z)</b>	<b>Page</b>	<b>TOPICS (A-Z)</b>	<b>Page</b>
Safety and Security Drills . . . . .	18	<b>DISTRICT POLICIES - Summaries . . .</b>	25
• On-Campus Drug Searches		102-Equal Educational Opportunity . . . .	25
Schedule Changes . . . . .	18	414-Mandated Reporting of Child Neglect or Physical or Sexual Abuse. . . . .	25
School Closing Procedures . . . . .	18	418-Drug-Free Workplace/Drug-Free School. . . . .	25
• E-Learning Days		419-Tobacco-Free Environment . . . . .	25
School Dances and Events ( <i>see Activities     Handbook</i> )		501-School Weapons Policy . . . . .	25
Skyward Access. . . . .	19	502-Search of Student Lockers, Desks, Personal Possessions and Student's Person. . . . .	26
Snow Day ( <i>see School Closing Procedures</i> )		503-Student Attendance . . . . .	26
Student ID . . . . .	19	504-Student Dress and Appearance . . . .	27
Student Planner . . . . .	19	505-Distribution of Non-School- Sponsored Materials on School Premises by Students and Employees. .	28
Student Publication (Slice of Pi) . . . . .	19	506-Student Discipline. . . . .	28
Student Records . . . . .	19	510.1-Extracurricular Eligibility . . . . .	31
• Records Requests		514-Bullying Prohibition Policy. . . . .	32
<b>STUDENT SUPPORT SERVICES. . . . .</b>	<b>19</b>	516-Student Medication. . . . .	32
• 504 Education Plan		524-Internet Acceptable Use and Safety Policy. . . . .	32
• Academic Interventions		902.1-Fragrance-Free Statement. . . . .	33
• Counseling Services			
• ELL/ESL (English Language Learner /English as a Second Language)			
• Extra Help			
○ Extended Day			
○ LINK			
○ Teachers			
• Special Education			
Summer Credit Recovery. . . . .	20		
Textbooks. . . . .	20		
Title IX. . . . .	20		
Transcripts. . . . .	20		
Transfer Students. . . . .	20		
<b>TRANSPORTATION . . . . .</b>	<b>20</b>		
• Bus Conduct			
• Student Driving and Parking			
• Extracurricular Transportation ( <i>see         Activities Handbook</i> )			
Visitors. . . . .	20		
Withdrawal Procedures . . . . .	20		
<b>MCA PARENT/GUARDIAN Guide . . . . .</b>	<b>22</b>		



### **MSA (Math and Science Academy) VISION**

To be an innovative, sustainable model of academic excellence that creates well-rounded, lifelong learners and global citizens.

### **MISSION**

We provide accelerated curricula in all subjects, with an emphasis on math and science.

### **CORE VALUES**

- **Honesty:** MSA’s community exhibits fairness, cooperation, integrity, and honesty. MSA students and staff take responsibility for their actions.
- **Community:** MSA maintains small class sizes and a small school feel.
- **Respect:** MSA’s community respects others and their views, while fostering a safe environment where every voice is heard, and individuals are free to take risks.
- **Teamwork:** MSA encourages networking, collaboration, and open communication between all members of our community. MSA encourages students, their families, and staff to invest their time and resources to serve the MSA community.
- **Excellence:** MSA continuously evaluates and improves programs to ensure the highest quality in teaching and learning. MSA empowers students to develop independence through organization, time management, and self-discipline.

### **BOARD OF DIRECTORS (BOD)**

MSA is governed by an elected Board of Directors that provides oversight to fiscal responsibilities, student achievement, and strategic planning. There are nine members on the Board consisting of four teachers, three parents, and two community members who are each elected by the parents and all staff. In addition, one student, the contracted financial manager, and the school director serve as non-voting members. A list of current school board members and other BOD information is available on the MSA website on the Board of Directors web page under the “About Us” tab.

Board meetings are normally scheduled at 6:15 p.m. on the third Monday of the month in Building A. A workshop is held prior to the meeting, starting at 5:00 p.m. Times and dates are subject to change. Please check the Community Calendar on the MSA website under the “Current Families” tab to confirm a meeting time.

## CHARTER SCHOOL INFORMATION

A charter school is a public school in which educators design and create an innovative program in order to improve pupil learning and student achievement. Additional purposes include: (a) increase learning opportunities for all pupils; (b) encourage the use of different and innovative teaching methods; (c) measure learning outcomes and create different and innovative forms of measuring outcomes; (d) establish new forms of accountability for schools; or (e) create new professional opportunities for educators, including the opportunity to be responsible for the learning program at the school site.

The autonomy of a charter school allows MSA to make effective decisions quickly, and therefore, be responsive to the immediate demands of a liberal arts program that focuses on math, science and technology. MSA's mission is accomplished free of the bureaucratic tangles of a large centralized school district.

Legislation governing the establishment and operation of charter schools in Minnesota is established under Minnesota Statute 124E. General funding comes from the State of Minnesota and the Federal government, based on pupil units.

## MSA CONTACT INFORMATION

**Address:** 8430 Woodbury Crossing  
Woodbury, Minnesota 55125

**Phone:** 651-578-7507

- Building A Office - Ext. 3500
- Building B Office - Ext. 3501
- Building C Office - Ext. 3505

**Website:** [www.mnmsa.org](http://www.mnmsa.org)

**Attendance Line:** 651-578-8061

**Fax Machine:** 651-578-7532

**To reach a staff member,** call the main school phone number and enter the staff member's extension number which can be found on the MSA website on the "Our Staff" web page under the "About Us" tab. Some staff have direct phone numbers which are listed.

## MSA CAMPUS INFORMATION

The MSA campus consists of four buildings. **Building A** (8430 Woodbury Crossing) contains classrooms and lockers for students in grades 6-8, the middle school (grades 6-8) assistant director, and the middle school counselor (grades 6-8). **Building B** (8460 Woodbury Crossing) contains classrooms, the gymnasium, lockers for students in grades 9-11, the high school assistant director (grades 9-12), high school counselor (grades 9-12), and the school business manager. **Building C** (8490 Woodbury Crossing) contains classrooms, lockers for students in grades 11-12, the school director and Student Data Coordinator. **Building D** (8500 Woodbury Crossing) contains classrooms used mainly by high school students.

<b>Building</b>	<b>Building Hours:</b>	<b>Building Front Office Hours:</b>
<b>A</b>	9:00 a.m. – 4:30 p.m.	9:00 a.m. – 4:30 p.m.
<b>B</b>	9:00 a.m. – 4:30 p.m.	9:00 a.m. – 4:30 p.m.
<b>C</b>	7:00 a.m. – 4:00 p.m.	9:00 a.m. – 4:00 p.m.
<b>D</b>	9:00 a.m. – 4:30 p.m.	none

**Weekends and Holidays:** The school and office areas are closed.

**Summer Hours:** Summer hours will be posted on the school's website at the beginning of the summer.

### School Day Hours and Schedules

- **MSA opens at 7:00 a.m. for high school students.** High School students who come to school before 9:00am must report directly to their activity or Building C study hall. Study Hall before school is available for grades 9-12 for a fee. The study hall fee for each student is \$150 per semester or \$10 a day for drop-ins with a \$300 maximum per semester. Students will sign-in when attending study hall.
- **MSA opens at 9:00 a.m. for middle school students.** Middle school students may only enter the school prior to 9:00 am if they are attending Y-Care (see below), have a before school activity to attend, have pre-arranged a meeting with a staff member, or arrive at school via school bus transportation. There is no before school Study Hall for grades 6 - 8.
- **Before-school Y-Care is available for students in grades 6 - 8 if coordinated with the YMCA.** YMCA fees will be managed by the YMCA. Y-Care is located in Building A and is coordinated directly with the YMCA.
- **School starts at 9:20 a.m.** Students need to be in their 1<sup>st</sup> period class at this time. Students are encouraged to arrive at 9:10 a.m. so that they have time to get organized before they need to be in class.
- **MSA's school day ends at 3:50 p.m.** Bus riders will be excused at 3:50 p.m. Car riders or walkers will be excused at 4:00 p.m. When picking up your student, **please arrive after 4:00 p.m.** to help alleviate undue traffic congestion with the buses. Due to the bus staging locations, the buses will occupy all spots within the parking lot loop.
- **Students are expected to be out of the buildings and off the school campus by 4:30 p.m.,** unless meeting with a coach, teacher, or participating in a sponsored program supervised by an adult. Students waiting for transportation after 4:30 p.m. need to go the Woodbury library or YMCA and wait there to be picked up.

### Weekly Class Schedule

Monday/ Wednesday	Periods 1, 3, 5, 7		Tuesday/ Thursday	Periods 2, 4, 6, 8		Friday	Periods 1-7
1st Period	9:20 - 10:45		2nd Period	9:20 - 10:45		1st Period	9:20 - 10:07
Break	10:45 - 10:50		Break	10:45 - 10:50		Break	10:07 - 10:12
3rd Period	10:50 - 12:15		4th Period	10:50 - 12:15		2nd Period	10:12 - 10:59
Lunch	12:15 - 12:50		Lunch	12:15 - 12:50		Break	10:59 - 11:04
5th Period	12:50 - 2:15		6th Period	12:50 - 2:15		3rd Period	11:04 - 11:51
Break	2:15 - 2:20		Break	2:15 - 2:20		Lunch	11:51 - 12:27
7th Period	2:20 - 3:50		8th Period	2:20 - 3:50		4th Period	12:27 - 1:14
						Break	1:14 - 1:19
						5th Period	1:19 - 2:06
						Break	2:06 - 2:11

						6th Period	2:11 - 2:58
						Break	2:58 - 3:03
						7th Period	3:03 - 3:50

## DROP OFF AND PICK UP PROCEDURES

### Before and After School

MSA has parking lot attendants in the morning to ensure students' safety. Please follow the directions from the attendants if dropping off or picking up your student. Abiding by the procedures below will enhance student safety.

Do not arrive until after 4:00 p.m. to pick up your child. MSA has up to 12 buses arriving to pick up students and there is no room for parent parking until the buses leave the parking lot area. Upon arrival, please proceed forward as far as possible in your lane so more cars can fit in behind you. Please be courteous to other parent drivers and do not park your car in a parking lot stall to wait for your child to come to you there, or for drop-off. (It's too dangerous).

After you pick up your child, move out of the drop off/ pick up lane and proceed to the exit lane. The left lane is for exit purposes only. Please proceed forward slowly and carefully. At no time should students enter or exit vehicles in the exit lane.

**Do not leave your car unattended in the pick-up lane. Vehicles should not be parked in the roundabout for drop off or pick up of students.**

At no time, are vehicles to drive around the north portion of Building B to pick up students. This parking lot is for the use of patrons of businesses located in the 8480 Woodbury Crossing building.

### Drop Off and Pick Up Procedures for Buildings A, B, C and D

- **Building A:** Stay in the exit lane (the lane furthest from Building B) until you turn the corner after Building B. Once you have made the turn, move to the drop off lane (lane nearest Building A) and proceed as far forward as possible or until you come to the yellow line located at the end of Building A. When your vehicle has stopped, please have your child exit the vehicle and then proceed to drive your vehicle through the exit lane (lane that is nearest to the parking lot and furthest from Building A) until you exit school grounds.
- **Building B:** Stay in the lane nearest Building B and proceed as far forward as possible, or until you arrive at the solid white line located at the west edge of Building B. When your vehicle has stopped, please have your child exit the vehicle and then proceed to drive your vehicle through the exit lane (lane that is nearest to the parking lot) which goes in front of Building A until you exit school grounds.
- **Building C and D:** Turn into the Building C parking lot and proceed to the right side of the lot until your vehicle is located in front of Building C. When your vehicle has stopped, have your child exit the vehicle. If you are picking up your student, please park in an open parking spot between buildings C and D. Once your student is in the vehicle, exit the parking lot by driving to the right side of the parking lot and carefully enter the Woodbury Crossing circle by turning right and then exit the circle.

## During School Hours

Once school has begun, students arriving late **must** be signed in by their guardian/parent.

When dropping off or picking up students during school hours for buildings A or B, parents are to park in the visitor spots in the parking lot and proceed to the building's main entrance and buzz the security system to request access into the building. Once access has been granted to enter the building, proceed to the administrative office to sign in/out the student. Due to safety concerns, at no time during school hours are cars to be parked in the traffic lanes.

When dropping off or picking up 11th or 12th grade students during school hours for buildings C, parents should park in a space closest to the building's main entrance and enter their student's access code (which will be distributed to students during the first week of school) to gain access into the building. Once entered into the building, proceed to the administrative office to sign in/out the student. **Due to safety concerns, at no time during school hours are cars to be parked in areas other than an identified parking spot.**

## MSA COMMUNICATION

### General Information

Open lines of communication between students and teachers, and families and teachers are critical to a good education. At MSA, we strongly encourage the involvement of families in their student's education. MSA has many ways to relay and receive information. Please use any of the following methods of communication to get an answer to your question. **It is expected that students and parents check the MSA school website and their email account on a daily basis.**

1. **Call Us** If you have any questions regarding non-classroom issues, please call anyone listed under 'Administration' on the "Our Staff" web page on the MSA website. We're happy to help you!
  - **When you have questions concerning your child's progress in an individual class or their classroom activities**, please contact their teacher first. If your questions/concerns are not satisfactorily addressed by the teacher, then contact the building administrative office. If the questions/concerns persist, then contact the director.
  - **If you need to send a message to your child**, please contact the office staff directly so the message can get to your child as soon as possible -- do not leave a voicemail or send an email to the MSA office. **Please do not text or call your student on their cell phone during the day.** As part of MSA's procedures, student cell phones should be turned off during the school day and kept in their locker. Disregarding this policy disrupts student learning, and your child will be asked to turn in their phone to the administration.
2. **MSA Website** [www.mnmsa.org](http://www.mnmsa.org) Check the MSA website frequently for new information, and important events happening at our school. Our website is designed and maintained by students, staff, and parent volunteers.
3. **rSchool Calendar** For information on MSA athletic events and activities, go to the rSchool Athletic/Activities link on the front page of the MSA website
4. **Teacher Web Pages** After logging into the MSA website, parents can access teacher web pages to view class specifics.

5. **Daily Announcements** Daily Announcements on the MSA website are an excellent way for students and families to keep up with all that's going on at MSA. If you would like to receive Daily Announcements by email, please log onto the MSA website using your family access username and password, click on the Daily Announcement icon, then enter your email address.
6. **Back To School Night** This is offered each August before school starts for MSA students and their families.
7. **Conferences** This is an opportunity to discuss expectations and progress of your student at school. Conferences are held in October.
8. **Appointments** Parents are encouraged to meet with teachers and staff members at any time during the year to discuss any issue related to their student's education at MSA. Meetings with staff members should be held at mutually agreed upon time and method. Staff phone numbers are available on the MSA website on the "Our Staff" web page under the "About Us" tab.
9. **Board Meetings** These meetings are open to the public. All students and family members are welcome. The meetings are generally scheduled for the third Monday of the month. Please check the MSA website for the link to virtual board meetings.
10. **Board Committee Meetings** These meetings are open to the public. For dates and times of the BOD committee meetings, please check the Community Calendar on the MSA website or for a complete list check the About MSA tab and then Board of Directors.
11. **Twitter** Follow us on Twitter @MSA\_Dragons for general information and @MSAActivities for information regarding extracurricular activities at MSA.
12. **Skylert** This messaging service from Skyward will be used when there are immediate announcements of an emergency nature that need to be distributed to families.

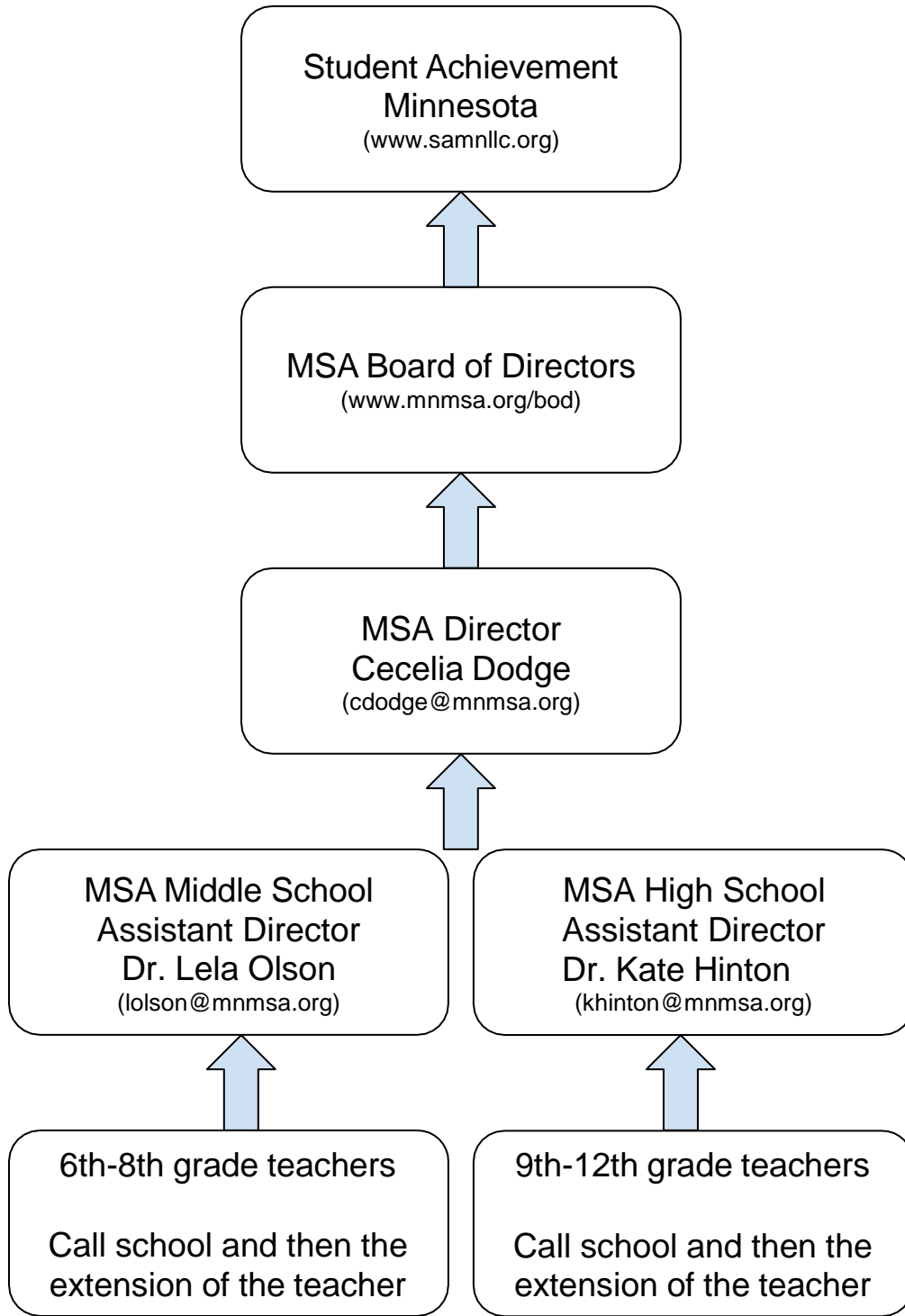
### **Communication Protocol**

MSA uses the following communication progression to make certain all questions, concerns and issues are addressed in a professional and timely manner. If your question, issue or concern is not resolved at the lowest level, please proceed to the next level. Please do not jump levels, as this causes inefficiencies to occur. A flow chart representing the proper flow of communication at MSA for General Education and Special Education questions, issues and concerns follows.

Proceeding to the next step on the progression should not occur until the contact person involved in the current step has had adequate time to address the issue at hand. This time period is typically two school days between steps:

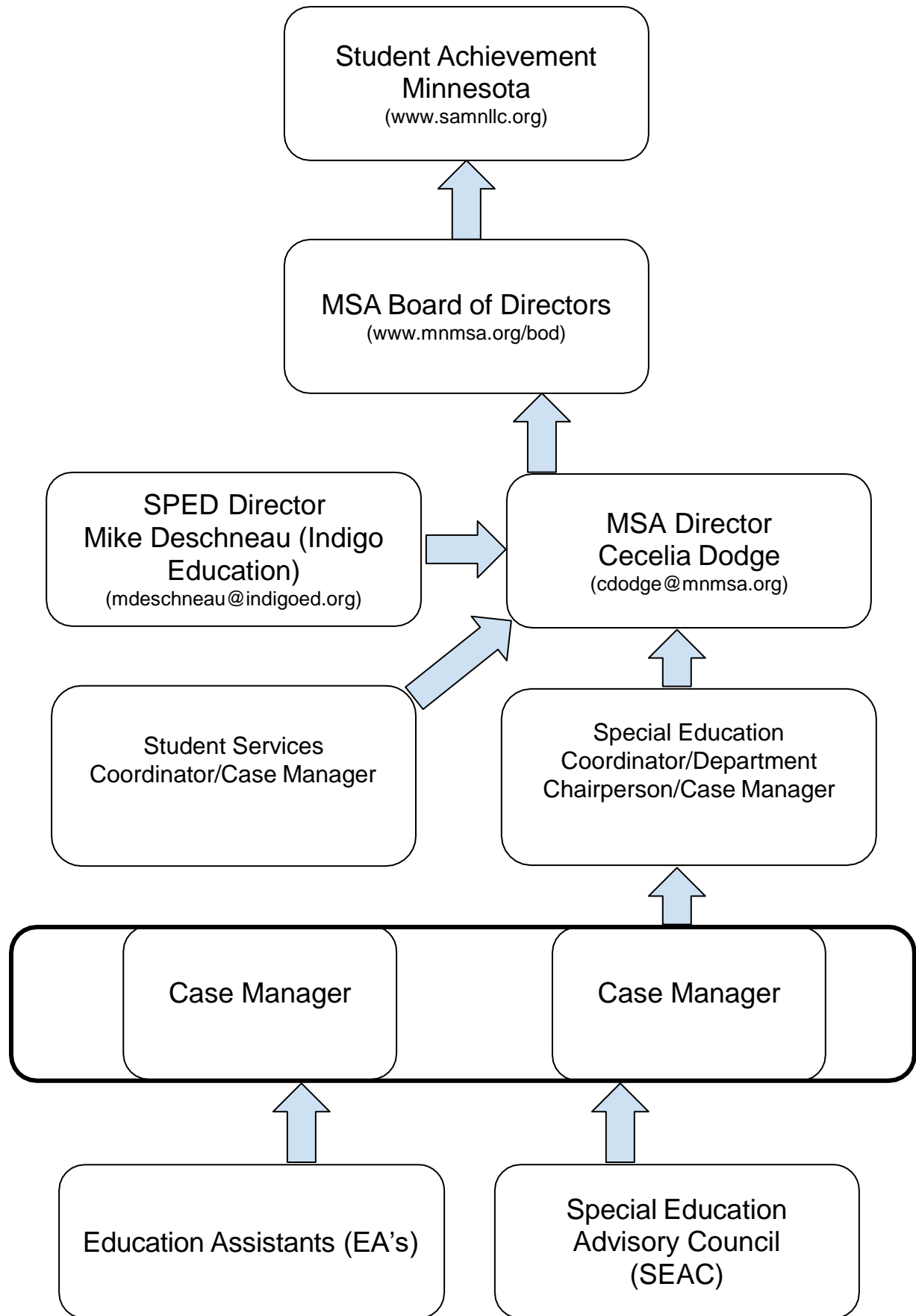
1. Student contacts teacher/staff.
2. Parent contacts teacher/staff.
3. Student contacts building administrator
4. Parent contacts building administrator.
5. Parent contacts School Director.
6. Parent contacts Board of Directors (BOD).

### 2021-2022 MSA General Education Chain of Communication





### 2021-2022 MSA Special Education Chain of Communication



2021-2022 School Year

Math & Science Academy

SUN	MON	TUE	WED	THU	FRI	SAT
August 2021						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18 NT	19 NT	20	21
22	23	24	25	26 B	27	28
29	30	31 F				
					1	1

SUN	MON	TUE	WED	THU	FRI	SAT
September 2021						
			1	2	3 X	4
5	6 H	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
					20	21

SUN	MON	TUE	WED	THU	FRI	SAT
October 2021						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20 PD	21 X	22 X	23
24	25	26	27	28	29	30
31					18	39

SUN	MON	TUE	WED	THU	FRI	SAT
November 2021						
	1 C	2 C	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24 X	25 H	26	27
28	29	30				
					18	57

SUN	MON	TUE	WED	THU	FRI	SAT
December 2021						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20WB	21WB	22WB	23WB	24 H	25
26	27WB	28WB	29WB	30WB	31 H	
					13	70

SUN	MON	TUE	WED	THU	FRI	SAT
January 2022						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14 SE	15
16	17 H	18 W	19	20	21	22
23	24	25OH	26	27	28	29
30	31				19	89

SUN	MON	TUE	WED	THU	FRI	SAT
February 2022						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18PD	19
20	21 H	22	23	24	25	26
27	28					
					18	107

SUN	MON	TUE	WED	THU	FRI	SAT
March 2022						
		1	2	3	4	5
6	7 SB	8 SB	9 SB	10 SB	11 SB	12
13	14 SB	15	16	17	18	19
20	21	22 I	23	24	25	26
27	28	29	30	31		
					17	124

SUN	MON	TUE	WED	THU	FRI	SAT
April 2022						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15 X	16
17	18	19	20	21	22	23
24	25 W	26	27	28	29	30
					19	143

SUN	MON	TUE	WED	THU	FRI	SAT
May 2022						
1	2	3	4	5	6	7
8	9 W	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30 H	31				
					21	164

SUN	MON	TUE	WED	THU	FRI	SAT
June 2022						
			1	2 L	3 G	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
					2	166

SUN	MON	TUE	WED	THU	FRI	SAT
July 2022						
					1	2
3	4 H	5	6	7	8	9
10	11	12	13	14	15	16
17	18 H	19	20	21	22	23
24	25	26	27	28	29	30
31						

KEY:

- F/L** First/Last Day of School
- H** Holiday (No School)
- X** No School Day
- SE** Semester End (Jan 13 or 14)
- OH** Open House (6:00-7:30 pm)
- B** Back To School Night (1-7 pm)

- I** 6th Grade Informational Meeting
- W** Teacher Work Day (No School)
- PD** Prof. Dev. Day (No School)
- SB** Spring Break (No School)
- WB** Winter Break (No School)
- C** Parent/Teacher Conferences (5-8pm on 1st, 9am-1pm on 2nd)
- NT** Orientation For New Teachers

Number of days in 2021/2022 Calendar:

- # of Days in 1st Semester = 80
- # of Days in 2nd Semester = 86
- Total # of School Days = 166
- Number of teacher days = 176
- 1 Snow Day

Last Edit

## TOPICS - A to Z

**ACTIVITIES** (*See Activities Handbook*)

### ADMISSION AND ENROLLMENT

As a public charter school, MSA provides free public education and is open to any Minnesota student. Students may first apply for enrollment in the winter of their fifth-grade year.

Parents/guardians must apply between December 1 and February 15 to be part of the lottery. MSA usually has a waiting list for most grades. A lottery is typically held for all registered student applicants to determine who is accepted for the upcoming academic year; preference is given to siblings of an enrolled student.

For more information, updates and registration deadlines, please see “The Admission Process” under “Prospective Families” on the MSA website. Because MSA usually has more students registered for admission than there is capacity, timely registration does not guarantee admission to MSA.

The Minnesota Statute 124E.11 Charter Schools, Subdivision (b) reads: A charter school, including its preschool or prekindergarten program established under section [124E.06, subdivision 3](#), paragraph (b), shall enroll an eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In this case, pupils must be accepted by lot. The charter school must develop and publish, including on its website, a lottery policy and process that it must use when accepting pupils by lot.

### Late Enrollment

Enrollment applications received after the start of the school year for grades 6-8 will be placed on the waiting list. Enrollment of students for grades 9-12 is closed at the end of the first week of the school year.

**ATHLETICS** (*See Activities Handbook*)

### ATTENDANCE

MSA is committed to the philosophy that every student should attend every class every day. Regular attendance and promptness to class are essential for success in school. Learning that is lost due to absence cannot be adequately replaced. For detailed information on attendance, absences, tardiness, and consequences, please see a summary of Policy 503-Student Attendance under “District Policies,” or the complete policy under “Board of Directors” on the MSA website.

**When a student is not able to attend school**, parents/guardians must inform the school by calling the attendance line (651-578-8061) before 10 a.m. A phone call must be made every day that the student is absent unless previous arrangements have been made with the school. Should a student be absent for three (3) consecutive school days for a health-related absence, a doctor’s note will be requested in order for the student’s absence to be excused.

**When a student needs to leave school during the day**, parents must come into the office to sign out their student (for students in grades 6-8 only), and provide a note from the medical provider upon return. For students in grades 9-12, parents must either call the main office number, email, or bring a note stating that they have permission to leave, and the specifics about the appointment.

### Absences

#### Excused

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.

#### Unexcused

The following are examples of absences which will not be excused unless reviewed by the Director and determined as an excused absence:

- truancy
- any absence in which the student failed to comply with any reporting requirements of MSA’s attendance procedures
- work at home
- work at a business, except under a school-sponsored work release program
- vacations with family, unless a plan is put in place to make up the school work and the plan is approved by the MSA Director at least five school days in advance of the start of the family vacation
- personal trips to schools or colleges that exceed the parameters under “Excused Absences)
- absences resulting from accumulated unexcused tardies; three (3) tardies equal one unexcused absence
- any other absence not included under the attendance procedures set out in this policy.

#### Due to School-Sponsored Activities or Programs

- School-initiated absences, during or outside the school day, will be accepted and participation permitted.
- A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
- If a student is suspended from any class, he or she may not participate in any activity or program that day.
- If a student is absent from school due to medical reasons, he or she must present a physician’s statement clearing the student for participation that day. The note must be presented to the coach or advisor and the MSA Activities Director before the student participates in the activity or program.

#### Family Trips

Family trips scheduled when school is in session is discouraged. If the family trip is absolutely necessary, a parent/guardian must complete and submit “503 Unexcused Absence Request” form, which is available in Building A and B offices, and under the ‘Printable Forms’ web page under “Current Families” on the MSA website. The

completed form, with all the required signatures, needs to be returned to the director **at least five (5) days** prior to the absence. Students must make up all work assigned during the absence.

### **Tardiness**

Students are expected to be in their assigned class and/or area at designated times. Failure to do so constitutes tardiness.

**Students who are tardy at the start of the school day must be signed into the office by a parent/guardian.** The student will receive an admission slip to their first period class.

#### **Excused**

Valid excuses for tardiness are:

- illness
- serious illness in the student's immediate family
- a death or funeral in the student's immediate family or of a close friend or relative
- medical, dental, orthodontic, or mental health treatment
- court appearances occasioned by family or personal action
- physical emergency conditions such as fire, flood, storm, etc.
- any tardiness for which the student has been excused in writing by an MSA administrator or teacher

#### **Unexcused**

- Unexcused tardiness is failing to be in an assigned class and/or area at the designated time a class period commences without a valid excuse.
- Consequences of tardiness may include detention after one unexcused tardy. In addition, three (3) unexcused tardies are equivalent to one (1) unexcused absence.

### **BACKPACKS AND BAGS**

Students are encouraged to bring only necessary items to school and class, and are not allowed to bring backpacks and bags to classes. Having backpacks and bags in classrooms creates a safety hazard for students and there is not enough room for them in the classrooms. Rolling backpacks are not allowed at MSA as the lockers are not large enough to hold them.

### **BEHAVIOR AND DISCIPLINE**

Nurturing the maturity of each student is of primary importance at MSA, and is closely linked with the balance that must be maintained between authority and self-discipline as a student progresses from dependence on authority to the more mature behavior of self-control. All students are entitled to learn and develop in a setting which promotes respect for self, others, and property.

Proper positive discipline can only result from an environment which provides options, and stresses student self-direction, decision-making, and responsibility. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement. MSA recognizes that there are instances when it is necessary to administer disciplinary measures. The position of MSA is that a fair and equitable school-wide student discipline policy contributes to the quality of the student's educational experience.

For more information on student discipline, in-school and out-of-school suspension, expulsion, or exclusion policies, please see the summary of Policy 506-Student Discipline under "District

Policies". For the complete policy, please see the "Board of Directors" web page under the "About Us" tab on the MSA website.

### **Academic Integrity**

Having integrity means doing the right thing, even when no one is looking. As part of MSA's community, students are expected to maintain the highest ethical academic standards. Students can maintain academic integrity by avoiding: cheating; passing off someone else's work as their own; copying the work of others; and using technology for wrongful purposes. Occurrences of unethical academic behavior are handled on a case-by-case basis.

### **Bullying**

MSA does not tolerate bullying by any of its students, staff or parents/guardians.

#### ● **Reporting Procedures**

In the event that a student has been bullied, a report should be completed following Policy 514-Bullying Prohibition Policy. In order for an incident to be classified as bullying three things must occur:

1. The existence of the unwanted behavior must be communicated to the person conducting the behavior. (example - "Please don't stand next to me.")
2. The unwanted behavior continues after step 1.
3. There is a power imbalance between the parties involved.

If all three of these criteria are met, a report should be made to an MSA staff member.

### **Chemical Use and Abuse**

The use of chemical substances is not tolerated. Students who use chemical substances on campus, on school transportation, or at school sponsored events will be disciplined appropriately up to, and including, expulsion.

### **Harassment and Violence**

Everyone at MSA has the right to be treated respectfully at all times in a community free from any kind of harassment or violence. Policy 413-Harassment and Violence was created for the purpose of maintaining a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.

For the complete policy, please see the "Board of Directors" web page on the MSA website.

### **Tennessee Warning**

When a student (or parent, on behalf of a student) is asked to provide private or confidential data concerning themselves, they may be given the Tennessee Warning. The warning informs the student about: the purpose and intended use of the requested data; their legal rights regarding supplying the requested data; consequences for sharing, or not sharing data; and the identity of people or entities authorized by state or federal law to receive the data.

**COUNSELING SERVICES** (*See Student Support Services*)

**COURSE DROP DEADLINE** (*See Course Guide*)**DRESS CODE**

In May 2019, MSA's Board of Directors approved an updated dress code policy, Policy 504-Student Dress and Appearance. This new policy appears in its complete form under "Policies" on the MSA website under the "Board of Directors" tab.

**E-LEARNING DAYS** (*see School Closing Procedures*)**ELECTRONIC DEVICES - POLICIES AND PROCEDURES****1:1 Computer Program**

The focus of the 1:1 computer program is to provide technology tools and resources to help all students prepare for 21st century learning expectations. Middle school students will be issued Chromebooks, and high school students will be issued laptops. It is the student's responsibility to provide proper care for their MSA-provided device, to keep their MSA-provided computer safe from damage and theft, and to be sure it is charged and ready for use in the classroom. Students will be responsible for loss of, or any damage to, their device.

- **Chromebooks** – Middle school students will all be issued an MSA Chromebook. Students will be required to use their MSA issued Chromebooks, and will not be allowed to use personal laptops or Chromebooks due to monitoring and software management needs.
- **Laptops** – High school students have the option of being issued an MSA laptop or using their own. Using their own laptop is a privilege that MSA may revoke if a student misuses their laptop in any way, including but not limited to breaking other school policies.

Students and parents must review the "Student Laptop Guidebook" (available on the MSA website under "Current Families") as well as the school's "524 Internet Acceptable Use Policy" prior to their student receiving their usernames and passwords and accessing the MSA network. All school-owned devices must be returned to the school upon termination of enrollment or at the end of the school year.

If you have any questions about MSA-issued technology, or need assistance getting technology repaired, please contact Justin Gehring, technology coordinator, at [webmaster@mnmsa.org](mailto:webmaster@mnmsa.org).

**Cellphones**

**Student cell phones and all Smart technology devices (i.e., watches, iPods, etc.) are to be turned off during the school day and should be kept in their school locker.** Unless permitted by the classroom teacher, students who have cell phones out during the school day during class will be asked to turn in their cell phones to MSA staff, who will give it to the Administration. Parents who need to contact their student during

the school day should call the main school line, (651) 578-7507, and the information will be delivered to the student.

**Internet Use at School**

MSA provides students and employees with access to the MSA computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The MSA computer system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the MSA computer system to further educational and personal goals consistent with the mission of MSA and school policies.

Policy 524-Internet Acceptable Use and Safety Policy sets forth policies and guidelines for access to the MSA computer system and acceptable and safe use of the internet, including electronic communications. For a summary of the policy, please see "District Policies" or the complete policy on the MSA website on the "Board of Directors" web page.

In alignment with the policy, beyond school, **parents must take responsibility for monitoring student use of MSA-provided educational technology, including MSA email and cloud accounts, as well as the internet.** This includes internet use at home, or any other remote locations outside of school.

**Misuse**

The use of the MSA computer system and access to the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the MSA computer system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate MSA policies including suspension, expulsion, or exclusion; or civil or criminal liability under applicable laws.

**EMERGENCIES**

Should an emergency event occur at MSA during the school day, parents will be notified via the Skylert notification system as to where to proceed to pick up their child. Depending on the type and scope of the emergency, students would be picked up at the YMCA, located north of the school property.

**FRAGRANCE-FREE CAMPUS**

Students are not allowed to use perfumes, body sprays, colognes or scented lotions/hand sanitizers in the building due to allergies that some students and staff have to fragrances found in these products. Please see a summary of Policy 902.1-Fragrance Free Statement under "District Policies" or the complete policy on the "Board of Directors" web page.

**GENDER INCLUSION**

MSA's commitment to provide a safe, respectful, and non-discriminatory environment extends to all students, including students of all genders. To provide support for all gender identities, MSA has gender-neutral bathrooms in buildings A, B, and D.

MSA allows students to change their name and gender to their preferred name and gender on school documents as allowed by state law provided that a “Preferred Name/Gender Change Request Form” is completed. To receive a form, students should contact the MSA enrollment coordinator.

### **GRADING SYSTEM** (*see Grading Handbook*)

### **GRADUATION REQUIREMENTS** (*see Course Guide*)

#### **HEALTH SERVICES**

For the health of all of our students, if your child experiences a fever, vomits, or has diarrhea, they are to remain away from school for a minimum of 24 hours.

Students who become ill or injured during the school day must report to the office in the building in which they are in. If the student is in Building D, they should report to the Building B office. MSA’s school nurse is on campus one day a week. In the absence of the school nurse, students will be treated for minor illnesses or injuries by first-aid trained office personnel. If it is necessary for the student to go home, the persons designated as the emergency contact will be contacted.

Notes for exclusion from Physical Education class should be given to the Building B Office Manager, who will inform the teacher of the exclusion.

#### **Emergency Contact Update**

It is important to update any emergency contact information at MSA if it has changed since completing the initial emergency information.

#### **Health Concerns**

If your child has a potentially life-threatening health concern (i.e., allergies, asthma or seizures), an emergency action plan needs to be completed and signed by both a parent and physician.

Emergency action forms are available online.

#### **Immunizations**

State law requires immunizations for measles, mumps, rubella, diphtheria, pertussis, tetanus, adult tetanus booster, hepatitis, varicella and polio. All students entering 7<sup>th</sup> grade must show documentation of two MMR (measles, mumps, rubella), the hepatitis B series (a series of 3 shots) and two varicella vaccines or the date of chickenpox disease (month/day/year). You must present a certificate of completion, or medical/conscientious exemption of these immunizations to MSA for verification. A “Pupil Immunization Record” form is available on the MSA website on the “Printable Forms” web page under the “Current Families” tab.

#### **Medications**

If it is possible, medications should be given at home before and after school. If it is necessary to take medication during the school day, the student must bring medication, and a note from their parent/guardian to the office. Medications for middle school students are kept in Building A; medications for high school students are kept in Building B. Students in grades 9-12 are allowed to carry over the counter medications with them while on school grounds provided they have turned in a completed “Authorization for Administration of Medication at School” form to the school from their parents. The form is

available from the Building B Office Manager, or on the MSA website on the “Printable Forms” web page under the “Current Families” tab.

#### **Physical Examinations**

General physical examinations are strongly suggested for students entering 7<sup>th</sup> and 10<sup>th</sup> grades. It is important, though, that a medical professional be consulted whenever a concern is suspected. Students who participate in Minnesota State High School League sports sponsored by MSA need to have a passing physical every three years. The MSHSL physical form is available under the MSA website under “Current Families.” Go to the “Printable Forms” webpage and “MSHSL Forms.”

#### **HOMEWORK EXPECTATIONS**

Homework is an important part of the school program. Middle school students can expect to spend 1.5 hours each night to complete homework; high school students can expect to spend about 30 minutes of homework for each class in which they are enrolled. Students should plan for regular study time each night.

#### **LOCKERS**

Hallway lockers for students in grades 6-8 are located in Building A, lockers for students in grades 9-11 are located in Building B, and lockers for 11th-12th grade students are in Building C. Physical Education teachers will assign lockers in the PE locker room. MSA students are encouraged to take proper care of their lockers.

Students are provided locks, and should not share their locker combination, or their locker, with other students. For security and safety purposes, students should keep their items locked in their locker; no food or beverages are allowed to be kept in the locker unless sealed. Lockers are considered school property and may be inspected by school authorities for any reason, at any time, without notice.

#### **Locker Decoration**

During occasions where students would like to decorate a locker, the students doing the decorating will contact the building administrator where the locker is located to receive approval to decorate at least one day prior to the decorating. Decorations may be left on the locker for up to three weeks.

#### **LOST AND FOUND**

If students lose anything, they should check the Lost and Found bin in each building. All unclaimed articles will be donated to a charitable organization before winter break and spring break, and at the end of the school year.

#### **LUNCH**

MSA does not provide a hot lunch program for the students. Families are asked to be certain their students are packing a nutritious lunch each day. **Due to several students with severe nut allergies, MSA requests that items with nuts be minimized.** MSA will provide a nut-free table for use during lunch.

We also recommend your student have a good breakfast before the start of each school day. Students are not allowed to order food for delivery during the school day.

Five minutes before lunch ends, the expectation of each student is that they clean up their lunch table with the towels and soap spray bottles provided at the tables. All students, except for those that are granted Open Campus Lunch privileges, are required to eat lunch on campus. Lunch may be eaten outside on school grounds only with administrative permission and adult supervision.

### Lunchroom Conduct

No food or beverages, other than water, are allowed to be consumed outside of the cafeteria. Lunch items may be stored in the student's locker provided that it is sealed.

Students shall follow FIRE expectations specific to the lunchroom (*see PBIS*). These include:

#### Focus

- Be on time for lunch
- Eat in a timely manner

#### Integrity

- Have positive conversations
- Report unfriendly behavior

#### Respect

- Clean up your space
- Help your friends clean up
- Sweep underneath your table
- Follow instructions from lunchroom staff
- Use table manners

#### Excellence

- Be social
- Include others

### Open Campus Lunch Procedures

Open campus lunch is a privilege for 11th and 12th grade students only. Students need to complete an open lunch form, available from the high school counselor, and have it signed by the counselor and director before they are allowed to leave for open campus lunch.

### MCAs (Minnesota Comprehensive Assessments)

According to the Minnesota Department of Education (MDE) website, Minnesota Comprehensive Assessments (MCA) are annual statewide assessments that are used to evaluate student achievement. Although it is just one measure of achievement, your student's participation is important to understand how effectively MSA academic standards are aligned to the state standards.

- Students not participating in the statewide assessments will not receive an individual score and for the purpose of school and district accountability calculations, including opportunities for support and recognition, will not be considered "proficient."
- Students who receive a college-ready score on the high school MCA are not required to take a remedial, non-credit course at a Minnesota State college or university in the corresponding subject area, potentially saving the student time and money.
- Educators and policy makers use information from assessments to make decisions about resources and support provided.
- Parents/guardians have a right to not have their student participate in state-required standardized assessments. Minnesota Statutes require the department to provide

information about statewide assessments to parents/guardians and include a form to complete if they refuse to have their student participate. The form, located in the attached "MCA Parent/Guardian Guide" at the back of this handbook includes an area to note the reason for the refusal to participate. Your student's district may require additional information.

### PARENT INVOLVEMENT

Parents/guardians are important members of the MSA community, and are essential in helping students experience success in school. Parents/guardians are encouraged to participate in Back-to-School night, Parent-Teacher conferences, BOD (Board of Director) meetings, PTO (Parent Teacher Organization) meetings and events, fundraising events (Give to the Max, Dragon Dinner), student concerts, and various extracurricular activities.

Volunteers are always welcome and needed. We are grateful for the support parents/guardians give to MSA. For more information, contact the Middle School Assistant Director (for students in grades 6-8) or the High School Assistant Director (for students in grades 9-12).

### PBIS (Positive Behavioral Interventions and Supports)

PBIS is a framework for maximizing the use of selected evidence-based prevention and intervention practices along a multi-tiered continuum that supports the academic, social, emotional, and behavioral competence of all students. At MSA, we treat each other with respect, take responsibility for our learning, and maintain a safe and positive school environment.

#### FIRE Expectations

To encourage and support positive student behavior, MSA has established four school-wide expectations using the acronym **FIRE: Focus, Integrity, Respect, and Excellence**. Students are recognized for their achievements in these areas by receiving a FIRE slip to put into a drawing for weekly rewards.

### POLICIES (*see last section, District Policies*)

#### POSTERS

Students wishing to display decorations or announcements for events will contact the director or assistant director in the building where the material is to be displayed, and receive approval prior to putting anything up. Only posters for MSA sponsored events will be permitted. All decorations must be taken down within 24 hours of the conclusion of the event.

If an announcement is to be posted, the following procedures will be followed:

- 1) Obtain approval from the building administrator (they will initial the announcement).
- 2) Staple the announcements on the pin strips whenever possible.
- 3) Utilize **only blue painter's tape** when posting announcements on painted surfaces. This tape should NOT be visible.
- 4) Do not post any announcements on the entrance areas of the buildings.
- 5) Post no more than 5 announcements in a building.

- 6) Remove announcements within 24 hours of the conclusion of the event.

**PSEO (Post-Secondary Enrollment Options)** PSEO is a program that allows MSA students, grades 10-12, to pursue high school and college credit through enrollment in college-level courses. The courses are offered by eligible post-secondary institutions. Each participating institution sets its own requirements for enrollment in, and successful completion of, a PSEO course. In order to receive credit to meet MSA's course requirement, students must take the approved equivalent PSEO course. Please contact the high school Counseling Office if you have any questions about MSA graduation requirements and PSEO equivalent courses.

### **PTO (Parent Teacher Organization)**

The PTO is an organization in which parents meet and work together to support MSA. The purpose of the MSA PTO is to:

- facilitate effective and positive communication among parents, teachers and school staff;
- raise funds for programs, activities and supplies that enhance the student experience at MSA;
- recruit volunteers for PTO-sponsored activities and MSA sponsored activities;
- maintain a relationship with the Math and Science Academy Board of Directors (BOD); working with the BOD on issues of common interest.

All parents/guardians of students who currently attend MSA and all current faculty and staff are considered PTO members. Notice of meetings and upcoming events are sent out with the Daily Announcements. Attending PTO meetings & volunteering for various events are great ways to meet other parents, staff and students.

The MSA PTO is a separately registered non-profit entity. The PTO funds a number of areas not covered by the MSA general fund. Some examples include: refreshments at the Back To School Open House and the Open House for prospective students in January, garden supplies, staff appreciation meals, Battle of the Books, picture frames for the Art Department, the staff lounge coffee makers and much more.

The MSA PTO does not run school-wide fundraisers (e.g., selling gift wrap/candy etc.) but instead receives its only funding through direct donations from MSA parents and families. The suggested amount is \$35 per child or \$50 per family with more than one child. You may donate by check made out to MSA PTO and drop it off at any office or donate online via PayPal. Please feel free to email current officers directly or email general questions and requests at: [generalinfo@msapto.org](mailto:generalinfo@msapto.org)

For more information about the PTO, including its current officers and contact information, please go to the "Support MSA" tab on the MSA website.

### **RECYCLING**

School recycling can inspire students to care about the planet, examine the resources that we use to make our world sustainable, and to look at the consequences of using resources, and generating pollution and waste. MSA encourages students to recycle paper, and aluminum cans, and plastic and glass bottles as

part of its recycling program. Blue recycling containers are located in MSA classrooms, offices, and lunchrooms.

### **SAFETY AND SECURITY DRILLS**

According to Minnesota State law, schools must conduct safety drills, including fire, lockdown, and tornado. Fire and lockdown drills are conducted several times during the year. Tornado drills are conducted at least once per year. MSA will send out email notifications after a drill has been conducted.

### **On-Campus Drug Searches**

In an effort to ensure the MSA campus is drug-free, there will be periodic, unannounced drug searches conducted by local law enforcement utilizing drug dogs. A minimum of two searches will be conducted with additional searches conducted as determined by the administration. MSA will cooperate fully with law enforcement should a discovery be made.

### **SCHEDULE CHANGES**

Once students have been scheduled into classes, changes are very difficult to make. In general, changes will be made only when a computer error has been made, or the student has failed a course and needs to retake it. A student who has a schedule with a computer error should contact the Student Data Coordinator. Students who fail a course will automatically have their schedule updated by August 1 for the following school year.

### **SCHOOL CLOSING PROCEDURES**

Our transportation is provided by South Washington County Schools, so if the South Washington County School District cancels school for the day, MSA will cancel classes as well. If South Washington County Schools are listed as a late start, MSA will not be open.

MSA will list our school closings, due to weather and emergencies, with the four major news networks: ABC (KSTP), CBS (WCCO), FOX (Fox9), and NBC (KARE11). We will also update the banner on the MSA website, leave a message on the main school phone line, and notify parents/guardians using the Skylert system.

For the first five (5) weather-related closings, MSA will conduct e-learning days (*see below*). Any additional weather-related closings will result in the school year being extended in June.

**If school is closed during the course of the school day**, students who normally ride the bus to school will be bused home. Students who normally walk home, will walk. Students who are transported to school by parents will need to be picked up by parent-arranged transportation.

### **E-Learning Days**

On e-learning days, students should receive an email from their teachers with a description of the e-learning assignment for the day and an e-learning posting on the teacher's website by 10:00 am. Teachers will post their office hours along with how to contact them with any questions concerning the assignment. It is expected that students will complete the assignment prior to the next day's class, or as described in the e-lesson.

**SCHOOL DANCES AND EVENTS** (*see Activities Handbook*)



### **SKYWARD ACCESS**

Parents/guardians are encouraged to monitor their student's grades, attendance, and schedule through the Skyward online parent access portal. At the beginning of the school year, parents and students are assigned passwords to enable secure access to student information and teacher websites. For more information about Skyward access please contact the Building A or B office managers.

**SNOW DAY** (*see School Closing Procedures*)

### **STUDENT ID**

Students who have their picture taken at MSA with the school photographer will receive a photo identification card at no cost. Student IDs are used for entry at school dances and other student events.

### **STUDENT PLANNER**

Students in grades 6-8 are required to purchase and use an MSA planner to keep track of their class work and assignments; planners are optional for students in grades 9-12. The planners are a good source for families to track the work being assigned in the various classes. If you have any questions regarding an assignment, ask your student, check the planner, check the teacher website, and if you still have questions, contact the teacher. The cost of the planner is \$5.50.

### **STUDENT PUBLICATION (Slice of Pi)**

Slice of Pi is MSA's school newspaper, written and illustrated by MSA students.

### **STUDENT RECORDS**

State law provides that all data collected, created, received, or maintained by MSA are public unless classified by state or federal law as not public or private or confidential. State law classifies all data maintained by MSA which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

Parents and eligible students may inspect, review, and seek amendment of education records by notifying the director. Parents and eligible students also have the right to consent to disclosures of personally identifiable information contained in their student's records and to file a complaint with the U. S. Department of Education regarding an alleged failure by MSA to comply with the requirements of FERPA.

### **Records Request**

MSA will forward education records upon request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer. Such records may include suspension and expulsion records pursuant to the federal law and, if applicable, a student's history of violent behavior. Please refer to MSA Policy 515-Protection and Privacy of Pupil Records for specific rights of parents and students, disclosure of records, and call the MSA office at (651) 578-7507 to request specific information.

**A records request from another school contains the parent's signature and is a formal document indicating that your child**

**will not be returning to MSA.** MSA staff will not contact families to indicate that a records request has been received in the office but may contact parents to conduct a short exit survey. The student will be withdrawn from MSA upon receiving the records request. Should the student want to return to MSA after withdrawal, the student will need to reapply and may be placed on the appropriate waiting list. MSA has long wait lists for each grade.

### **STUDENT SUPPORT SERVICES**

MSA offers a range of services to help students discover their individual academic skills, to become self-sufficient, independent, life-long learners, and to support growth in their personal and social skills. Some of the major support services offered include 504 Education Plans, Academic Interventions, Counseling Services, ELL/ESL, and Special Education.

### **504 Education Plan**

MSA complies with all federal civil rights laws. In doing so, MSA will create and implement a 504 Education Plan for students meeting the criteria for having one. Families should contact the Student Support Coordinator.

### **Academic Interventions**

Students who need additional assistance with their academic endeavors may be individually identified by the teaching staff or administration and offered additional learning opportunities. These may be via our Extended Day Program, or individual help with teachers. Parents wanting more information about these academic interventions should contact the student's teacher, the Middle School Assistant Director (for students in grades 6-8) or the High School Assistant Director (for students in grades 9-12).

MSA teaching staff and administration will meet monthly to review student progress and may identify students who need additional help. Parents are expected to participate in and be a positive contributor to the student's team if their child is identified as needing additional assistance.

### **School Counseling**

MSA offers counseling services as a support and resource for students and families in the areas of academics, college, PSEO, career counseling, and personal/social counseling. The counselor for middle school students is located in Building A; the high school counselor is located in Building B. Students are welcome to make an appointment anytime, and counselors are available to meet with parents/guardians regarding questions and concerns. For more information, please see the "Student Support Services" web page under the "Current Families" tab on the MSA website.

### **ELL/ESL (English Language Learner/ English as a Second Language)**

MSA offers support for those students who meet the criteria to be eligible for English Learner (EL) services. If you believe your student could qualify for these services please contact MSA's EL Coordinator.

### **Extra Help**

- **Teachers** - Students are encouraged to contact teachers when they do not understand an assignment or encounter challenging academic concepts. All teachers have posted

office hours on their websites and students are highly encouraged to take advantage of them.

### **SPECIAL EDUCATION**

MSA supports the learning needs of all students, especially those who have identified needs and qualify for additional support. Special education services are offered for students with learning disabilities, physical handicaps, and emotional or behavioral problems as allowed by Minnesota State Statutes. Please contact the Special Education department for more information if you believe your student may qualify for these services.

MSA offers special education and related services, as well as plans under Section 504 of the Rehabilitation Act for those students who are eligible. If you suspect that your child may have a disability and that disability is adversely affecting instruction, please contact the assistant director. If your child is already receiving special education and you have questions or concerns please contact your child's case manager or the special education coordinator. If your child is on a 504 plan and you have questions or concerns, please contact your guidance counselor or assistant director.

MSA has a Special Education Advisory Committee (SEAC) that meets at least annually. Additional information about special education and section 504 at MSA may be found on the MSA website.

### **SUMMER CREDIT RECOVERY**

MSA students who fall behind in their graduation requirements may need to attend summer credit recovery classes. MSA allows students who fall behind in meeting their graduation requirements to **transfer in a maximum of two courses to fulfill their graduation requirements**. These classes may be offered by the student's home school district, or by another educational institution. MSA will accept credit for a recovery class if the student has a meeting with an MSA Counselor prior to attending any credit recovery course, receives approval for attendance in such a class, and successfully passes the course. Please contact the High School Counselor with any questions.

### **TEXTBOOKS**

Textbooks are MSA property and loaned to students for their use. Students should inspect their books upon receipt and report any damage to their instructor immediately. It is the student's responsibility to keep the textbook in good condition; some classes require that students cover their textbooks, whether homemade or purchased. Students are expected to return their books at a time determined by their teacher. Lost or stolen textbooks will result in a replacement cost to the student.

### **TITLE IX**

MSA complies with all laws and regulations regarding Title IX, which states that "[n]o person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance." 20 U.S.C. § 1681(a). Any questions or concerns regarding Title IX, or to file a formal complaint, please contact MSA's Title IX Coordinator. Please see MSA's website for further information.

### **TRANSCRIPTS**

Students needing a copy of their transcript, or have questions regarding their transcript, can contact the high school counselor.

### **TRANSFER STUDENTS**

MSA will not accept high school transfer students after the completion of the first week of school. New 9th grade students will be enrolled in Freshman Seminar class.

The Middle School Counselor will check with middle school transfer students periodically to support a smooth transition to MSA.

### **TRANSPORTATION**

MSA is located within the boundaries of the South Washington County (District 833) school district. As required by law, District 833 works with MSA to provide transportation to students who live within the boundaries of 833.

Students living outside District 833 boundaries must find alternate forms of transportation which may include contacting the District 833 Transportation Department to arrange a mutually agreed upon pickup stop. The rules of District 833 apply for any student riding on their buses. If you have questions about routes, stops, times, etc., please contact the District 833 Transportation department at **(651) 425-5303**.

**Students may not ride on another student's bus without a bus pass signed by a parent.** You can obtain a bus pass from the MSA office, or online at the South Washington County Schools website at:

[www.sowashco.k12.mn.us/Departments/Transportation](http://www.sowashco.k12.mn.us/Departments/Transportation).

### **Bus Conduct**

Riding the bus is a privilege; All MSA and District 833 school rules of conduct apply to bus transportation and bus stops. Students violating these rules are subject to corrective action that could include the revocation of bus riding privileges.

### **Student Driving and Parking**

Student parking during the school day is available on an assigned parking spot basis. Students must be registered to obtain an assigned parking spot each semester. Students parking in spots not assigned to them will be asked to move their vehicle. There is no fee for parking at the current time. Students should contact the High School Counselor to complete parking requirements and obtain a spot. If all parking spots are taken, students should follow all city and state parking regulations when utilizing on street parking. No parking is allowed on Woodbury Crossing during normal school hours.

**Extracurricular Transportation** (*see Activities Handbook*)

### **VISITORS**

MSA encourages families to visit the school. Formal events scheduled throughout the year are one way to get acquainted. Informal visits can be made to observe a class, help out at lunch, help with activities, or just observe the school in action. When you do plan your visit, you will need to call ahead to let us know. A current background check must be on file through the Business Manager's office. When you arrive, you will sign in and out at the front office and wear a visitor's badge. (*See Parent Involvement.*)

### **WITHDRAWAL PROCEDURES**

If you are withdrawing your student from MSA, please contact the Enrollment Coordinator for procedures.

**Please be aware that a records request from another school**

**contains the parent's signature and is a formal document indicating that your student will not be returning to MSA.**

MSA staff will not contact families to indicate that a records request has been received in the office but may contact parents to conduct a short exit survey. The student will be withdrawn from MSA upon receiving the records request. Should the student want to return to MSA after withdrawal, the student will need to reapply and may then be placed on the appropriate waiting list. MSA has long wait lists for each grade.



## Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing

This information will help parents/guardians make informed decisions that benefit their children, schools, and communities.

### Why statewide testing?

Minnesota values its educational system and the professionalism of its educators. Minnesota educators created the academic standards which are rigorous and prepare our students for career and college.

The statewide assessments are how we as a state measure that curriculum and daily instruction in our schools are being aligned to the academics standards, ensuring all students are being provided an equitable education. Statewide assessment results are just one tool to monitor that we are providing our students with the education that will ensure a strong workforce and knowledgeable citizens.

### Why does participation matter?

A statewide assessment is just one measure of your student's achievement, but your student's participation is important to understand how effectively the education at your student's school is aligned to the academic standards.

- In Minnesota's implementation of the federal Every Student Succeeds Act, a student not participating in the statewide assessments will not receive an individual score and for the purpose of school and district accountability calculations, including opportunities for support and recognition, will not be considered "proficient."
- Students who receive a college-ready score on the high school MCA are not required to take a remedial, noncredit course at a Minnesota State college or university in the corresponding subject area, potentially saving the student time and money.
- Educators and policy makers use information from assessments to make decisions about resources and support provided.
- Parents and the general public use assessment information to compare schools and make decisions about where to purchase a home or to enroll their children.
- School performance results that are publicly released and used by families and communities, are negatively impacted if students do not participate in assessments.
- English learners not taking ACCESS or Alternate ACCESS for ELLs will not receive a score to meet English learner program exiting criteria.

### Academic Standards and Assessments

#### What are academic standards?

The [Minnesota K-12 Academic Standards](#) are the statewide expectations for student academic achievement. They identify the knowledge and skills that all students must achieve in a content area and are organized by grade level. School districts determine how students will meet the standards by developing courses and curriculum aligned to the academic standards.

#### What is the relationship between academic statewide assessments and the academic standards?

The statewide assessments in mathematics, reading, and science are used to measure whether students, and their school and district, are meeting the academic standards. Statewide assessments are one measure of how well students are doing on the content that is part of their daily instruction. It is also a measure of how well schools and districts are doing in aligning their curriculum and teaching the standards.

Minnesota Comprehensive Assessments (MCA) and Minnesota Test of Academic Skills (MTAS)	ACCESS and Alternate ACCESS for English Learners
<ul style="list-style-type: none"> <li>• Based on the Minnesota Academic Standards; given annually in grades 3-8 and high school in reading and mathematics; given annually in grades 5, 8, and high school for science.</li> <li>• Majority of students take the MCA.</li> <li>• MTAS is an option for students with the most significant cognitive disabilities.</li> </ul>	<ul style="list-style-type: none"> <li>• Based on the WIDA English Language Development Standards.</li> <li>• Given annually to English learners in grades K-12 in reading, writing, listening, and speaking.</li> <li>• Majority of English learners take ACCESS for ELLs.</li> <li>• Alternate ACCESS for ELLs is an option for English learners with the most significant cognitive disabilities.</li> </ul>

### Why are these assessments effective?

Minnesota believes that in order to effectively measure what students are learning, testing needs to be more than answering multiple choice questions.

- To answer questions, students may need to type in answers, drag and drop images and words, or manipulate a graph or information.
- The Reading and Mathematics MCA are adaptive, which means the answers a student provides determine the next questions the student will answer.
- The Science MCA incorporates simulations, which require students to perform experiments in order to answer questions.

All of these provide students the opportunity to apply critical thinking needed for success in college and careers and show what they know and can do.

### Are there limits on local testing?

As stated in Minnesota Statutes, section 120B.301, for students in grades 1–6, the cumulative total amount of time spent taking locally adopted districtwide or schoolwide assessments must not exceed 10 hours per school year. For students in grades 7–12, the cumulative total amount of time spent taking locally adopted districtwide or schoolwide assessments must not exceed 11 hours per school year. These limits do not include statewide testing.

In an effort to encourage transparency, the statute also requires a district or charter school, before the first day of each school year, to publish on its website a comprehensive calendar of standardized tests to be administered in the district or charter school during that school year. The calendar must provide the rationale for administering each assessment and indicate whether the assessment is a local option or required by state or federal law.

### What if I choose not to have my student participate?

Parents/guardians have a right to not have their student participate in state-required standardized assessments. Minnesota Statutes require the department to provide information about statewide assessments to parents/guardians and include a form to complete if they refuse to have their student participate. This form follows on the next page and includes an area to note the reason for the refusal to participate. Your student's district may require additional information.

A school or district may have additional consequences beyond those mentioned in this document for a student not participating in the state-required standardized assessments. There may also be consequences for not participating in assessments selected and administered at the local level. Please contact your school for more information regarding local decisions.

### When do students take the assessments?

Each school sets their testing schedule within the state testing window. Contact your student's school for information on specific testing days.

- The MCA and MTAS testing window begins in March and ends in May.
- The ACCESS and Alternate ACCESS for ELLs testing window begins at the end of January and ends in March.

### When do I receive my student's results?

Each summer, individual student reports are sent to school districts and are provided to families no later than fall conferences. The reports can be used to see your child's progress and help guide future instruction.

### How much time is spent on testing?

Statewide assessments are taken one time each year; the majority of students test online. On average, the amount of time spent taking statewide assessments is **less than 1 percent of instructional time** in a school year. The assessments are not timed and students can continue working as long as they need.

### Why does it seem like my student is taking more tests?

The statewide required tests are limited to those outlined in this document. Many districts make local decisions to administer additional tests that the state does not require. Contact your district for more information.

### Where do I get more information?

Students and families can find out more on our [Statewide Testing page](https://education.mn.gov) (education.mn.gov > Students and Families > Programs and Initiatives > Statewide Testing).



Minnesota Statutes, section 120B.31, subdivision 4a, requires the commissioner to create and publish a form for parents and guardians to complete if they refuse to have their student participate in state-required standardized assessments. Your student's district may require additional information. School districts must post this three-page form on the district website and include it in district student handbooks.

## Parent/Guardian Refusal for Student Participation in Statewide Assessments

To opt out of statewide assessments, the parent/guardian must complete this form and return it to the student's school.

*To best support school district planning, please submit this form to the student's school no later than January 15 of the academic school year. For students who enroll after a statewide testing window begins, please submit the form within two weeks of enrollment. A new refusal form is required **each year** parents/guardians wish to opt the student out of statewide assessments.*

Date \_\_\_\_\_ (This form is **only** applicable for the 20\_\_\_\_ to 20\_\_\_\_ school year.)

Student's Legal First Name \_\_\_\_\_ Student's Legal Middle Initial \_\_\_\_\_

Student's Legal Last Name \_\_\_\_\_ Student's Date of Birth \_\_\_\_\_

Student's District/School \_\_\_\_\_ Grade \_\_\_\_\_

**Please initial to indicate you have received and reviewed information about statewide testing.**

\_\_\_\_\_ I received information on statewide assessments and choose to opt my student out. MDE provides the *Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing* on the [MDE website](http://education.mn.gov) (education.mn.gov > Students and Families > Programs and Initiatives > Statewide Testing).

Reason for refusal:

Please indicate the statewide assessment(s) you are opting the student out of this school year:

\_\_\_\_\_ MCA/MTAS Reading

\_\_\_\_\_ MCA/MTAS Science

\_\_\_\_\_ MCA/MTAS Mathematics

\_\_\_\_\_ ACCESS/Alternate ACCESS for ELLs

Contact your school or district for the form to opt out of local assessments.

**I understand that by signing this form, my school and I may lose valuable information about how well my student is progressing academically. As a result, my student will not receive an individual score. Refusing to participate in statewide assessments may impact the school, district, and state's efforts to equitably distribute resources and support student learning; for the purpose of school and district accountability calculations, my student will not be considered "proficient."**

**If my student is in high school, I understand that by signing this form my student will not have an MCA score that could potentially save time and money by not having to take remedial, non-credit courses at a Minnesota State college or university.**

Parent/Guardian Name (print) \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

To be completed by school or district staff only.

Student ID or MARSS Number \_\_\_\_\_

Posted May 2019

## 102-EQUAL EDUCATIONAL OPPORTUNITY

### Purpose

The purpose of this policy is to ensure that equal educational opportunities are provided for all students of the Math and Science Academy (MSA).

### General Statement of Policy

It is MSA's policy to provide equal educational opportunity for all students. MSA does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender identity, marital status, parental status, status with regard to public assistance, disability, sexual orientation age, or gender identity. MSA also makes reasonable accommodations for disabled students.

Enrollment is on a grade-by-grade basis. If a particular grade has more registrations than capacity, an annual lottery is used to establish the acceptance and waiting lists. Applications received after the lottery will be added to the end of the grade level waiting list. If an opening occurs, students on the waiting list will be admitted based on their number on the waiting list.

Students currently enrolled in the school are automatically re-enrolled. Siblings of currently enrolled students are given automatic preference for enrollment and on the waiting lists.

## 414-MANDATED CHILD ABUSE AND NEGLECT REPORTING

Minnesota State Statute requires all school employees to report suspected cases of child abuse/neglect to the appropriate authorities. Please see the full policy on MSA's website for more details.

## 418-DRUG-FREE SCHOOL

The purpose of this policy is to maintain a safe and healthful environment for students by prohibiting the use or possession of alcohol, toxic substances, medical cannabis, and other controlled substances without a physician prescription, in any MSA location and all off-campus MSA-sponsored events. Paraphernalia associated with controlled substances is also prohibited.

## 419-TOBACCO-FREE ENVIRONMENT

The purpose of this policy is to maintain a learning environment that is tobacco-free. It shall be a violation of this policy for any student to use or possess tobacco or tobacco-related devices.

This prohibition includes all MSA property and all off-school property at any school sponsored or school-approved activity, event, or function, where students are under the jurisdiction of MSA. Policy 419 was recently updated to include the prohibition of "electronic cigarettes". Please see the full policy on MSA's website for more details.

## 501-SCHOOL WEAPONS POLICY

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. Consequences for students possessing, using, or distributing weapons shall include:

immediate out-of-school suspension, confiscation of the weapon, immediate notification of police, parent or guardian notification, and recommendation to the director of dismissal for a period of time not to exceed one year. There are limited exceptions to this policy which include:

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.
- B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:
  1. active licensed peace officers;
  2. military personnel, or students or non-students participating in military training, who are on duty performing official duties;
  3. persons authorized to carry a pistol under Minn. Stat. § 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from the trunk or rear area of the vehicle;
  4. persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat. §§ 624.714 or 624.715 or other firearms in accordance with § 97B.045;
    - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."
    - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with §§ 624.714 and 624.715.
  5. firearm safety or marksmanship courses or activities for students or non-students conducted on school property;
  6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
  7. a gun or knife show held on school property;
  8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or
  9. persons who are on unimproved property owned or leased by a child care center, school or MSA unless the person knows that a student is currently present on the land for a school-related activity.

## 502-SEARCH OF STUDENT LOCKERS, DESKS, PERSONAL POSSESSIONS AND STUDENT'S PERSON

### Purpose

The purpose of this policy is to provide for a safe and healthful educational environment by enforcing the Math and Science Academy's (MSA) policies against contraband.

### I. General Statement of Policy

- A. Lockers and Personal Possessions Within a Locker. Pursuant to Minnesota statutes, school lockers are the property of MSA. At no time does MSA relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.
- B. Desks. School desks are the property of MSA. At no time does MSA relinquish its exclusive control of desks provided for the convenience of students. Inspection of the interior of desks may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.
- C. Personal Possessions and Student's Person. The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.
- D. A violation of this policy occurs when students use lockers and desks for unauthorized purposes or to store contraband. A violation occurs when students carry contraband on their person or in their personal possessions.

## 503-STUDENT ATTENDANCE

### PURPOSE

MSA 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.

### RESPONSIBILITIES

#### Student

It is the student's responsibility to attend all assigned classes and study halls every day that school is in session, follow the correct procedures when absent, and request any missed assignments due to an absence.

### Parent/Guardian

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

## ABSENCES

### Excused

To be considered an excused absence, the student's parent or 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. The following reasons constitute excused absences:

- Illness/injury/surgery
- Serious illness in immediate family, or of a close friend or relative
- Death or funeral in immediate family, or of a close friend or relative
- Medical, dental, or orthodontic, or counseling appointment
- **Family trips** with a director-approved plan (In order to excuse the absence, families need to complete and return a '503 Unexcused Absence Request Form' with all the required signatures, at least five (5) days prior to the absences.)
- School-sponsored field trip or other school-sponsored outing (*see below*)
- Family emergencies
- Court appearance
- Religious instruction (not to exceed three [3] hours in any week)
- Active duty in the United States military
- College visits (for students in grades 10-12 only), not to exceed five (5) days per year
- Ongoing treatment for a mental health diagnosis

### Due to School-Sponsored Activities or Programs

- School-initiated absences, during or outside the school day, will be accepted and participation permitted.
- A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
- If a student is suspended from any class, he or she may not participate in any activity or program that day.
- If a student is absent from school due to medical reasons, he or she must present a physician's statement clearing the student for participation that day. The note must be presented to the coach or advisor, and the MSA Activities Director before the student participates in the activity or program.

### Consequences of Excused Absences

1. Students are required to make up all assignments missed or complete alternative assignments as assigned by the teacher, this includes students missing classes due to school-sponsored activities.
2. Every day the student is absent equals the number of days the student has to make up and



turn in missing work (grace period). Any work not turned in within this period will result in “no credit.” Middle school students receive “half credit” for the missed assignment if the assignment is turned in after the grace period but before the end of the current unit; if the assignment is turned in after the unit is completed, the student will receive “no credit”. The director or the teacher may extend the time allowed for work completion in the case of an extended illness or other extenuating circumstances.

### **Unexcused**

The following are examples of absences which will not be excused unless reviewed by the director and determined as an excused absence. An accumulated amount of unexcused absences will result in additional consequences.

- Truancy (An absence by a student which was not approved by the parent and/or MSA.)
- Noncompliance with any reporting requirements of MSA’s attendance procedures
- Work at home or a business
- **Family trips** without a director-approved plan. (*See Excused Absences*)
- Absences cumulated through unexcused tardies. Three (3) tardies equal one unexcused absence.
- Any other absence not included under the attendance procedures set out in this policy.

### **TARDINESS**

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

**Excused** - Tardiness is excused for the following reasons:

- Illness/injury/surgery
- Serious illness in immediate family, or of a close friend or relative
- Death or funeral in immediate family, or of a close friend or relative
- Medical, dental, or orthodontic, or counseling appointment
- Court appearances
- Family emergencies
- Any tardiness for which the student has been excused in writing by an MSA administrator or teacher.

### **Unexcused**

An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse. Consequences of tardiness may include detention after one unexcused tardy. In addition, three (3) unexcused tardies are equivalent to one unexcused absence.

## **504-STUDENT DRESS AND APPEARANCE (Revised: May 20, 2019)**

### **I. PURPOSE**

MSA believes that the responsibility for the dress and grooming of a student rests primarily with the student and their parents or guardians and that appropriate dress and grooming contribute to a productive learning environment. We expect students to give

proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate.

School-directed changes to a student’s attire or grooming should be the least restrictive and disruptive to the student’s school day. Any dress code enforcement actions should minimize the potential loss of educational time. Administration and enforcement of the dress code will be gender neutral and consistent. Enforcement should not reinforce or increase marginalization or oppression of any group based on race, sex, gender, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, body type/size, body maturity, or personal style.

Our values include:

- maintaining a safe learning environment in classes where protective or supportive clothing is needed, such as chemistry/biology (eye or body protection) or PE (athletic attire/shoes).
- recognizing all students should be able to dress comfortably for school without fear of unnecessary discipline or body shaming.
- recognizing all students should be able to wear religious attire without fear of discipline or discrimination.
- recognizing all students should be able to wear clothing that expresses their self-identified gender.
- understanding all students and staff are responsible for managing their own personal “distractions” without regulating individual students’ clothing/self-expression.
- maintaining teachers’ ability to focus on teaching without the additional and often uncomfortable burden of dress code enforcement.
- recognizing students should not face unnecessary barriers to school attendance or lose educational time.
- maintaining that students should not wear clothing with offensive images or language, including profanity, hate speech, and pornography.
- maintaining that students should not wear clothing with images or language depicting or advocating violence or the use of alcohol or drugs.
- ensuring all students are treated equitably regardless of race, sex, gender, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, body type/size, body maturity, or personal style.

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

A. The primary responsibility for a student’s attire resides with the student and their parents or guardians. MSA is responsible for seeing that student attire does not interfere with the health or safety of any student, and that the student attire does not contribute to a hostile or intimidating atmosphere for any student.

B. Certain body parts must be covered for all students. Genitals, buttocks, and nipples must be covered with opaque material. The policy is divided into three areas:

#### 1. Students Must Wear\*:

- a. A shirt (with fabric on the front, back, and on the sides under the arms) AND
- b. Pants or the equivalent (jeans/sweatpants/shorts/skirts/ dresses/leggings) AND

c. Shoes

*\*Courses that include attire as part of the curriculum (for example public speaking, job readiness, PE, performances, science, engineering, or field trips) may require assignment-specific dress, but they should not focus on the covering of bodies in a particular way or demand attire from a specific culture.*

2. Students May Wear:

- a. Religious headwear
- b. Fitted pants, including leggings, yoga pants, and skinny jeans
- c. Pajamas
- d. Ripped jeans, as long as underwear is not intentionally exposed
- e. Athletic attire
- f. Tank tops, including spaghetti straps
- g. Shirts that bare shoulders.
- h. Garments with hoods as long the hood is not covering the head.
- i. Headwear that does not include a brim or bill, and does not cover the ears or eyes
- j. Prescriptive sunglasses, with permission from administration

3. Students Cannot Wear:

- a. Violent language or violent images
- b. \*Hate speech, profanity, pornography
- c. Images or language depicting drugs or alcohol or any illegal item
- d. Images or language that create a hostile or intimidating learning environment
- e. Visible underwear - if straps or waistbands are visible, but they are worn under clothing, this does not violate the policy
- f. Bathing suits (unless PE requires swimming)
- g. Non-prescriptive sunglasses

*\*Hate speech is a communication that carries no meaning other than the expression of hatred for some group, especially in circumstances in which the communication is likely to provoke violence. It is an incitement to hatred primarily against a group of persons defined in terms of race, ethnicity, national origin, gender, religion, sexual orientation, and the like. Hate speech can be any form of expression regarded as offensive to racial, ethnic and religious groups and other discrete minorities or to women.*

### III. ENFORCEMENT

A. Our dress code is based on the health and safety of the students, not the morality of their choice in clothing. Dress code violators will be sent to the office as soon as possible (in a way that does not shame the student nor cause loss of learning time). Once in the office, students will have three options for following the dress code:

1. Students will be asked to put on their alternative clothing, if already available at school;
2. Students may be provided with temporary school clothing for the remainder of the school day;
3. If necessary, students' parents/guardians may be called to bring alternative clothing.

B. No student should be disproportionately affected by dress code enforcement because of race, sex, gender, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, body type/size, body maturity, or personal style.

C. No student should be shamed or required to display their body in front of others (students, parents/guardians, or staff) in school. Any discussion of the dress code for a specific student should be done discreetly and privately. "Shaming" includes but is not limited to:

1. Kneeling or bending over to check attire fit;
2. Measuring items of clothing or the body;
3. Asking for students to account for their attire in front of others;
4. Calling out students in spaces, hallways, or classrooms about perceived dress code violations in front of others;
5. Accusing students of "distracting" other students with their clothing.

D. These guidelines shall apply to regular and non-regular school days and any other school-related activities.

### 505-DISTRIBUTION OF NON-SCHOOL-SPONSORED MATERIALS

To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of MSA, the school recognizes that students have the right to express themselves on school property. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions and procedures of the policy.

### 506-STUDENT DISCIPLINE

#### PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with MSA's expectations for student conduct. Such compliance will enhance MSA's ability to maintain discipline and ensure that there is no interference with the educational process. MSA will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

#### GENERAL STATEMENT OF POLICY

MSA recognizes that individual responsibility and mutual respect are essential components of the educational process. MSA further recognizes that the nurturance of the maturing process for 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.

All students are entitled to learn and develop in a setting which promotes respect for self, others and property. Proper positive discipline can only result from an environment that provides options and stresses student self-direction, decision-making and responsibility. Schools can function effectively only with internal

discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the educational process and to create an atmosphere conducive to high student achievement.

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. It is the position of the MSA that a fair and equitable student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 127.26 through 127.39.

In view of the foregoing and in accordance with Minn. Stat. § 127.41, MSA, with the participation of school administrators, teachers, employees, students, parents and community members and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of MSA.

## **RESPONSIBILITIES**

### **Parent/Guardian**

Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

### **Student**

All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy. All students have the responsibility:

- for their behavior and for knowing and obeying all school rules, regulations, policies, and procedures.
- to attend school daily, except when excused, and to be on time to all classes and other school functions.
- to pursue and attempt to complete the courses of study prescribed by the state and local school authorities.
- to make necessary arrangements for making up work when absent from school.
- to assist the school staff in maintaining a safe school for all students.
- to be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them.
- to assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect.
- to be aware of and comply with federal, state, and local laws.
- to volunteer information in disciplinary cases should they have any knowledge relating to

such cases and to cooperate with school staff as appropriate.

- to respect and maintain the school's property and the property of others.
- 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.
- to avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language.
- to conduct themselves in an appropriate physical or verbal manner.
- to recognize and respect the rights of others.

## **CODE OF CONDUCT**

### **Unacceptable Behavior**

The following are examples of unacceptable behavior subject to disciplinary action by MSA. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. 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 MSA purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. MSA property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, MSA does not represent that it will provide supervision or assume liability at these locations and events. 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 MSA or the safety or welfare of the student, other students, or employees.

- Violations against property
- The use of profanity or obscene language, or the possession of obscene materials
- Gambling
- Violation of any BOD-approved policy
- Attendance problems
- Opposition to authority using physical force or violence
- Using, possessing, or distributing tobacco, tobacco related devices, electronic cigarettes, or tobacco paraphernalia
- Using, possessing, distributing, intending to distribute, soliciting, or being under the influence of alcohol or other intoxicating substances or look-alike substances
- Using, possessing, distributing, intending to distribute, soliciting, or being under the influence of narcotics, drugs, or other controlled substances, or look-alike substances, except as prescribed by a physician, including one student sharing prescription medication with another student
- Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia

- Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects
- Possession of ammunition
- Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive
- Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation
- Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school
- Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats
- Possession of nuisance devices or objects which cause distractions and may facilitate cheating including electronic devices
- Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property
- Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker
- Possession or distribution of slanderous, libelous, or pornographic materials
- Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership
- Criminal activity
- Falsification of any records, documents, notes, or signatures
- Tampering with, changing, or altering records or documents of MSA by any method including, but not limited to, computer access or other electronic means
- Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end
- Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other MSA personnel
- Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other MSA personnel, or other persons
- Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment

- Violations against persons
- Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property
- Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist
- Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation
- Violation of school rules, regulations, policies, or procedures
- Other acts, as determined by MSA, which are disruptive of the educational process or dangerous or detrimental to the student or other students, MSA personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of MSA or the safety or welfare of students or employees.

### **DISCIPLINARY ACTION OPTIONS**

The general policy of MSA is to use 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 MSA. At a minimum, violation of MSA rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. MSA shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by MSA.

Disciplinary action may include, but is not limited to, one or more of the following:

- Verbal warning and student conference with teacher, Director, counselor, Building Administrator, or other MSA personnel
- Confiscation by MSA personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in violation of, any MSA policy, rule, regulation, procedure, or state or federal law. If confiscated by MSA, 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.
  - Parent contact
  - Parent conference
  - Removal from class
  - In-school suspension
  - Suspension from extracurricular activities
  - Detention or restriction of privileges
  - Loss of school privileges
  - In-school monitoring or revised class schedule
  - Referral to in-school support services, community resources or outside agency services, police, other law enforcement agencies, or other appropriate authorities

- Financial restitution
- A request for a petition to be filed in district court for juvenile delinquency adjudication
- Out-of-school suspension under the Pupil Fair Dismissal Act
- Preparation of an admission or readmission plan
- Expulsion or Exclusion under the Pupil Fair Dismissal
- Other disciplinary action as deemed appropriate by MSA.

### REMOVAL OF STUDENTS FROM CLASS

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. "Removal from class" and "removal" mean any actions taken by a teacher, director, building administrator or other school employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

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

1. Willful conduct that disrupts the rights of others to an education;
2. Willful conduct that endangers surrounding persons or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; 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 (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

#### Procedures for Notification

The Building Administrator will determine if parent/guardian notification is needed. If notification is deemed appropriate, it can be either in written form or by telephone. Additional discussion will occur concerning length of suspension from class, work to be made up, and further consequences. If necessary, the Building Administrator will 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.

### 510.1 EXTRACURRICULAR ELIGIBILITY

#### **Purpose**

The Math and Science Academy (MSA) recognizes that extracurricular and athletic activities enrich the educational experience and social development of students. Participation in extracurricular activities is a privilege. Care must be taken to ensure that these activities do not take precedence over subject

matter areas, but remain supplemental to the basic courses. It is desirable that students participate in such activities to the extent that they further their educational and social development. It is important that such participation not jeopardize student academic achievement. The purpose of this policy is to assist MSA in maintaining its educational goals.

This policy relates to all extracurricular activities, including competitive activities, lettering activities, and student clubs.

#### **General Statement of Policy**

- A. This policy applies to students in grades 6 through 12. This policy will be in effect throughout the school year.
- B. Student grades will be checked: Oct 1st, Mid-semester (for Semester 1), Dec 1st, End of semester 1, March 1, Mid-semester (for Semester 2), and May 1. Starting with the first grade check, students who have D or F grades will be ineligible to participate in any extracurricular activities and will receive notice of their ineligibility.
- C. Students who have lost eligibility will not be able to participate in any extracurricular activities; including practices, planning, and events unless they create an academic improvement plan with the MSA Activities Director (Activities Director). Students will remain on the Academic Improvement Plan until the next grade check that is run by the Activities Director, and will be removed from the Academic Improvement Plan only if the student is showing academic improvement to a grade of C- or better in each of the probationary classes.

The academic improvement plan will allow the students to participate in extracurricular activities by completing the Academic Improvement Plan and by showing progress (academic improvement) for four or five consecutive weeks (based on the weeks that grades are checked listed in Section II) and by obtaining signatures from teachers involved in the applicable classes requiring improvement.

The plan should be completed every week, by appointment, with the teachers involved in the applicable classes requiring improvement. This is mandatory in order to participate in an extracurricular activity or activities the following week.

Special education students will work with their case manager and the Activities Director to create an academic improvement plan. Special education students will have their academic improvement plans signed by their case manager.

- D. Once a student is on Academic Ineligibility, they will remain on it until the next grade report is run. If a student enrolled in a semester-long class is on Academic Ineligibility for that class at the end of semester one, they will not be on Academic Ineligibility at the beginning of semester two (for that course) because they would be unable to complete the above plan requirements.

## Definitions

- A. Extracurricular activities are defined as having the following characteristics:
  1. The activity is sponsored, supervised, or financed by MSA.
  2. Students participating in the activity represent MSA.
  3. The activity is not part of the regular school curriculum and does not take place during the regular school day.
  4. The activity is not graded or offered for credit.
- B. Extracurricular activities include competitive activities, lettering activities and student clubs.

## Appeals

Appeals will be addressed according to MSA policy 103.

## 514-BULLYING PROHIBITION POLICY

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The Math and Science Academy (MSA) cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of MSA and the rights and welfare of its students and is within the control of MSA in its normal operations, MSA intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist MSA in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

## 516-STUDENT MEDICATION

MSA acknowledges that some students may require prescribed drugs or medication during the school day. MSA's licensed school nurse, trained health clerk, MSA Director, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and MSA procedures.

## Requirements

- The administration of prescription or nonprescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be followed up in writing within two school days.
- An "Administering Prescription/Nonprescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.
- Prescription medication must come to school in the original container labeled for the student (labeled by a pharmacist in accordance with law if prescription medication), and

must be administered in a manner consistent with the instructions on the label.

- Prescription and nonprescription medications are not to be carried by the student, but will be left with appropriate MSA personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and nonprescription pain relief medications administered as noted in a written agreement between MSA and the parent (See Part J.7. below), or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
  - MSA has received a written authorization from the pupil's parent permitting the student to self-administer the medication;
  - the inhaler is properly labeled for that student; and
  - the parent has not requested school personnel to administer the medication to the student. The parent must submit written authorization for the student to self-administer the medication each school year. If MSA does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If MSA employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- **A high school student (students in grades 9 to 12)** may possess and use nonprescription pain relief in a manner consistent with the labeling, if MSA has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. MSA may revoke a student's privilege to possess and use nonprescription pain relievers if MSA determines that the student is abusing the privilege. **This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients.** Except as stated in this paragraph, only prescription medications are governed by this policy.

## 524-INTERNET ACCEPTABLE USE AND SAFETY POLICY

MSA is providing students and employees with access to the MSA computer system, which includes Internet access. The MSA computer system has a limited educational purpose, which includes use of the system for classroom activities and

educational research. Users are expected to use Internet access through the MSA computer system to further educational and personal goals consistent with the mission of MSA and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

The use of the MSA computer system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the MSA computer system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate MSA policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

By authorizing use of the MSA computer system, MSA does not relinquish control over materials on the system or contained in files on the MSA computer system. Users should expect only limited privacy in the contents of personal files on the MSA computer system.

#### **902.1-FRAGRANCE FREE STATEMENT**

Fragranced products can cause some people with chronic illnesses to suffer additional symptoms and medical expenses. Symptoms include asthma, allergies, sinus problems, rhinitis, and migraine headaches. Given that chemically sensitive individuals may react to different fragranced products with widely varying degrees of severity, it is very difficult to ensure a consistently comfortable and accommodating learning and work environment. However, it is the intent of the Math and Science Academy (MSA) to minimize the difficulties experienced in the school building by employees, students, parents, and community members subject to chemical and fragrance sensitivities.

The MSA building shall remain free of scented products. These products include but are not limited to: perfume, cologne, aftershave, body spray, scented lotion, fragranced hair spray, room deodorizers, and air fresheners.



## 2021 MSA Summer Session Planning Guide

Updated July 2, 2021

### INTRODUCTION

The Spring of 2020 brought unprecedented changes to society and our MSA community that caused multiple changes to the way MSA prepared for and executed the 2020-21 School Year. As we plan for the 2021 Summer Session, MSA will continue following information from the Minnesota Department of Education (MDE) and the Minnesota Department of Health (MDH) to monitor the COVID-19 pandemic and determine how to keep our students, families, and staff healthy and safe. As of the date this plan was approved, the Safe Learning Plan for the 2020-21 School Year is set to expire on June 13, 2021 with additional guidelines being provided to schools for summer programming in coming weeks. In general, MSA will follow current MDH, MDE and CDC guidelines for a school setting while reserving the right to opt for more stringent guidelines that will be communicated to the MSA community via Skyward, through our email communications, and on the MSA website. With the end of the Safe Learning Plan, the ability to offer virtual learning opportunities is no longer available. All 2021 Summer School teaching will be conducted in person unless additional government mandates are put into place.

MSA will have multiple programs in session on the MSA campus over the summer and they will be utilizing different planning guidelines. This planning guide is for the MSA summer school session and summer sponsored activities/athletics only. MSA may conduct summer programming in Building A and B. The YMCA program will conduct summer programming in Building D and will use their plan that will be on file at MSA. MSA Athletics will be taking place on campus this summer with coaches present and will follow MSHSL guidelines. Building C is not currently set to offer programming opportunities.

We have developed and refined our plans for in person learning for the summer session.

On May 17th, the MSA School Board approved opening the school for the Summer Session. Teachers will continue utilizing the Google Learning Management System platform, as well as other platforms used to supplement instruction as needed.

While it is not possible to account for every scenario that we may encounter over the course of summer session, MSA continues to monitor the following five key requirements to determine if



changes to our current summer planning guide is warranted at any point during the remainder of the school year:

1. Meet all MDE and MDH safety requirements, as well as follow guidance from the Governor of Minnesota.
2. Provide transportation for eligible students.
3. Sufficient information technology (IT) support is in place.
4. Adequate staffing is available.
5. Budgetary considerations are met.

MSA will continue to adjust this summer session planning guide as needed to reflect current changes in MDE and MDH guidelines and requirements. These changes will be communicated to the MSA community via Skyward, through our email communications, and on the MSA website.

**PURPOSE:** Ensure that every MSA student receives an equitable education and has equal access to learning and instruction during the summer session while staying true to our Mission and Vision.

**CONTENTS:**

Introduction .....1

In Person Learning for the 2020-2021 Summer Session.....3

Public Health and Safety.....3

Other School Operations and Logistics .....6

Teaching and Learning.....6

Equity and Family Needs.....6

Appendix A (In-Person COVID-19 Building Procedures) .....7

Appendix B (Partial In-Person and Distance Learning Modified Plans)

## IN PERSON LEARNING FOR THE 2020/2021 SUMMER SESSION

1. Students will attend classes in-person for 4 days per week (M-Th) from 9:00am - 12:00pm. Programming will run June 14-18, June 21-25, June 28-July1, July 6-8, July 12-15, and July 19-22.
2. MSA maintains current MDH/MDE/CDC recommendations for physical space between people (students and staff) as is feasible during the day.
3. Students and families should be prepared that MSA may need to quarantine a class.
4. MSA observes all health and safety procedures and precautions for any in-person experience and for any person on campus.
5. Bus transportation for eligible students is provided.
6. Activities and extracurricular programming continue to follow the current MDE COVID-19 Sports Guidance for Youth and Adults guidelines and the Minnesota High School League (MSHSL), and programming may be reduced as needed for health and safety concerns.

## PUBLIC HEALTH AND SAFETY

### Who to Contact at MSA

1. Point of contact for COVID-19 is Cecelia Dodge.
2. School Health Official contact is the school-contracted nurse and in his or her absence, the Interim Directors

### Face Masks/Coverings

1. Masks will remain required for all students, staff, and guests while inside MSA buildings until July 16, 2021 while students are present. Potential changes to this procedure will be communicated to the MSA community via Skyward, through our email communications, and on the MSA website.
2. Vaccinated adults meeting within the buildings have the option of removing masks if all adults are comfortable.
3. Beginning July 17, 2021, masks for students, staff, and visitors are still highly recommended but optional for vaccinated individuals. No one is required to disclose their vaccination status.
4. Any student who has a pre-approved medical exemption to this mask requirement must have appropriate medical documentation on file with the health office. The student and family must contact administration to set up a team meeting to create a plan for in-person learning.
5. Exceptions:
  - a. During indoor practices or performances involving singing, acting or playing musical instruments, masks may be removed. A strict minimum of 6 feet of physical distance is enforced.
  - b. Lowering masks for water breaks may take place outside of class, in the hallway and at the teacher's discretion, if the student does not have a straw as part of their water bottle.

- c. Student mask breaks may occur at teachers' discretion and under adult supervision, in designated areas outside the buildings, while adhering to social distancing rules.
  - d. When a staff member is working alone in their office, classroom or other job location where there is no person-to-person interaction
  - e. Brief lowering of masks for identification purposes of visitors
6. Masks and face shields are on site for all staff. Substitute teachers are issued any needed safety items in the Building B office.
  7. MSA provides clear screen masks for over-the-mouth for use when deaf or hard of hearing students or staff are present.
  8. Students who forget their mask may go to the office to get a disposable or reusable mask. However, MSA does not have an endless supply and if a student continues to come to school without a mask or refuses to wear a mask, a parent will be contacted and the student will wait in the COVID room for the parent to bring a mask and/or pick their student up from school.

### **Occupancy and Physical Distancing**

1. MSA provides plastic barriers for each teacher's desk, at the teacher's request.

### **Sanitation**

1. Hand sanitizer is in place throughout each building.
2. MSA minimizes the transfer of shared physical items between people, including using digital resources to share information where appropriate.
3. Lockers are not in use.
4. Water fountains are taped off and not available. Water filling stations are provided, along with signage on how to use them without touching one's water bottle to the water dispenser. Water-filling stations may not be used during passing time.
5. Vending machines are removed.
6. Contracted custodial staff sanitize restrooms and high-touch surfaces in classrooms and common areas nightly.

### **Ventilation**

1. When possible, classroom doors and windows remain open during class time to increase airflow. Classrooms may have fans.
2. During passing time, teachers open classroom doors and office staff open entry doors.
3. Air purifiers are in lunchrooms, COVID rooms and the music room.
4. HVAC system is in the best working condition possible.

### **Signage and Traffic Flow**

1. Hallways are cleared of items to minimize the congregation of people.
2. Passing time in hallways and between buildings is monitored by staff to keep students moving to classes. End-of-day dismissal is monitored by staff.

## Attendance, Seating Charts and Sign-Ins for Contact Tracing Purposes

1. Teachers record attendance digitally.

### Student Arrival and Departure

1. Students may not be dropped off before 9:00 a.m. unless prior arrangements have been made with a staff member.
2. Buildings will not be open for student entry until students report directly to their classroom upon arrival to school.
3. Teachers dismiss students at the end of each class period.
4. Masks may be removed outside if social distancing is being observed.

### Health and Safety Screening of Students and Quarantine Procedures

1. A Health screening form will be given to parents/guardians and students with directions on self screening. This form must be completed before the student participates in Summer Sessions. If any screening questions are positive, the person must stay home, or leave campus immediately, and call the attendance line. The person must present a negative Covid test or alternate diagnosis prior to returning to campus.
2. The Minnesota Department of Health (MDH) decision tree/health expectations for parents, which describe conditions under which a student must be excluded from in-person learning and activities, is shared with families and digitized for stakeholder reference and reporting.
3. If a student is deemed by staff to be removed to a COVID isolation room, all household members of that student must also be moved to an isolation room unless they are fully vaccinated. The parent/guardian (or an emergency contact) must pick up the student(s) within one hour of notification by MSA.
4. Quarantine will be required for 14 days for close contacts who are not fully vaccinated, proof of vaccination may be requested if you opt not to quarantine due to vaccination.

### Restrooms

1. All restrooms have limited occupancy:
  - a. Building A: maximum of 2 people
  - b. Building B: maximum of 2 people
2. Students may go to the restroom only during class time (not during passing time), unless it is an emergency.
3. Teachers have individual, disposable bathroom passes that students hang outside the bathrooms so people can see if the bathroom is occupied. Hooks are in place on the wall outside each bathroom for displaying passes.
4. Exterior bathroom doors have foot pedals in place for hand-free exiting.
5. Signage is in place to remind students to wash their hands for 20 seconds.

## OTHER SCHOOL OPERATIONS AND LOGISTICS

### Communication and Meetings

1. The High School Office Manager sends out emails to communicate with families.
2. The school website includes any updates to MSA's Summer Planning Guide.
3. Small group meetings (such as task force meetings, committee meetings, staff/department/building meetings, student support meetings, IEPs, 504s) can be held in person with an option of virtual participants, when possible. Distancing and masks are recommended.

## TEACHING AND LEARNING

### Attendance

1. Students attend classes from **9:00 am until Noon** M-Th
2. Teachers record attendance in Skyward for students at the beginning of each period.
3. For COVID contact tracing purposes, It is **critical** for parents/guardians to call the school attendance line if their student(s) is absent or if there are any circumstances that may change their student's schedule or attendance. **This includes sharing if the student or any of their household members is isolating or quarantining, or if the student or any household member is experiencing any potential symptoms of COVID. MSA's COVID-19 Contact Tracer will follow-up with parents/guardians to conduct contact tracing.**
4. After two consecutive days of absence with no teacher contact from a student, the interim director communicates with the family.

## EQUITY AND FAMILY NEEDS

### IEP, 504 and EL Support

1. Students continue to receive special education IEP service minutes.
2. All IEPs and 504 plans are followed as they would be in a typical school year.
3. Educational Assistants (EAs) are assigned to support students as needed.
4. EL students are supported directly by the EL Coordinator.

### Technology/Internet Access

1. All students have received the opportunity to receive a laptop or Chromebook.
2. All students have access to the school's Wi-Fi during school hours.

### Athletics/Clubs/Activities

1. Athletics meet per MSHSL guidelines but MSA administration may alter athletics at their discretion.

## Transportation

MSA receives transportation for eligible students from ISD #833 for a 9:00 am start time and a Noon release time. Transportation will not be available all six weeks of summer school, information will be emailed to families as it becomes available. Masks are currently required on all busses.

## Communication

1. All summer programming information via email to those involved families.
2. All communication regarding COVID-19 is sent by administration or posted on the website.
3. Signage is posted in each building to inform occupants of expectations regarding masking, physical distancing and other safety requirements.

## Protecting Vulnerable Populations (per Minnesota Department of Health requirements)

1. MSA monitors for students/families and staff that self-identify as high risk for illness due to COVID-19. MSA addresses requests for alternative learning arrangements or work assignments.
2. MSA monitors, re-evaluates, and updates current plans (individual healthcare plans, IEPs, or 504 plans) for accommodating students with special healthcare needs as needed to decrease their risk of exposure to COVID-19.

## Appendix A

### In-Person COVID-19 Building Procedures (through July 16th, 2021)

#### ANYWHERE ON CAMPUS - GENERAL EXPECTATIONS

- Physically distance whenever possible.
- In general, MSA will follow current MDH, MDE and CDC guidelines for a school setting while reserving the right to opt for more stringent guidelines that will be communicated to the MSA community via Skyward, through our email communications, and on the MSA website.
- Wash hands with soap and water for 20 seconds periodically throughout the day, including after using the restroom and before lunch.
- Use hand sanitizer often.
- Wipe down any area you have used (desk, lunch table, etc.)
- Students exit busses and go directly to 1st class. (If students have items that must be dropped off before school starts (such as musical instruments or athletic equipment), they may bring those items to a pre-approved location, then report directly to their classroom in time for the day to begin.)
- Follow all physical distancing markers in the hallways.

- Walking to classes during passing time:
  - Traffic flow directions will be sent to students prior to the start of in-person classes by the middle school assistant director.
  - Students must maintain physical distancing outside as well as inside.
  - Administrators will provide visual supervision.
- No lockers are to be used.
- Drinking fountains will not be available but there are hydration stations in buildings A and B. Students will provide their own water bottles. Water bottles may be filled only during class time (not during passing times) when allowed by the classroom teacher.
- Vending machines have been removed

## **BUILDING A**

### **Entry, Exit, Hallways & Passing Times**

- Masks must be worn at all times.
- Enter and exit the building through doors by the main office.

### **Bathrooms**

- Masks must be worn at all times.
- 2 students maximum per bathroom.
- No using bathrooms during passing time unless it is an emergency.
- Students must sign out and in with their teacher in order to go to the bathroom.
- Teachers will have disposable passes to give to students if they need to use the bathroom.
- Hooks are located outside of the door to hang passes so people know how many are in the bathroom
- 6-foot distancing stickers on the floor for students waiting.
- Students will throw out passes upon returning to classrooms.
- Exterior door latches will be disabled.
- Exterior doors have a foot pedal attached on the inside.

### **Classrooms**

- Masks must be worn whenever students are present in the classroom.
- Hand sanitizer and gloves are in each classroom.
- Students will remain 6 feet from each other as much as possible.
- Students will bring backpacks into the classroom.
- Teachers are in charge of wiping down common or high-touch areas in their own classrooms. Students may assist with this before leaving the room at the end of class.
- Students will wipe down their desk area at the end of class.
- Teachers must have a sign out for any students leaving their classroom during class period.
- Sign out should have exit time, location, return time.
- Teachers must have an accurate seating chart for each period easily accessible if needed for contact tracing.

### **Common Areas**

- Masks must be worn at all times.
- The contracted cleaning crew will wipe/spray down common areas nightly.
- Offices:
  - Masks are to be worn whenever students are present in an office.
  - Everyone will wipe down their own office space daily.
  - Every office will have hand sanitizer available.

### **Nurses Office/COVID rooms**

- Masks must be worn at all times.
- Students who are sent to the office due to illness will be required to use hand sanitizer upon entry.
- Teachers will call the office letting the office manager know a student is coming.
- Office manager will check in student:
  - Temperature will be taken.
  - COVID questionnaire will be given.
- Students with COVID symptoms will be placed in COVID room in building A.
- Parents/guardians (or other emergency contact) will be called to pick up the student as soon as possible.
- Office manager will wipe down the room and replace bed paper after the student has left.
- Office manager will utilize a clean/not clean sign to signify that a bed needs to be sanitized prior to the next use.
- Student Pickup will be in Building A

## **BUILDING B**

### **Entry, Exit, Staircases, Hallways & Passing Times**

- Masks must be worn at all times.
- Entry and exit the front (east end) of the building.

### **Bathrooms**

- Masks must be worn at all times.
- 2 students maximum per bathroom.
- No using bathrooms during passing time unless it is an emergency.
- Students must sign out and in with their teacher in order to go to the bathroom.
- Teachers will have disposable passes to give to students if they need to use the bathroom.
- Hooks are located outside of the door to hang passes so people know how many are in the bathroom
- 6-foot distancing stickers on the floor for students waiting.
- Students will throw out passes upon returning to classrooms.
- Exterior door latches will be disabled.
- Exterior doors have a foot pedal attached on the inside.

### **Classrooms**

- Masks must be worn whenever students are present in the classroom.
- Hand sanitizer and gloves are in each classroom.
- Students will remain 6 feet from each other as much as possible.
- Students will bring backpacks into the classroom.



- Teachers are in charge of wiping down common or high-touch areas in their own classrooms. Students may assist with this before leaving the room at the end of class.
- Students will wipe down their desk area at the end of class.
- Teachers must have a sign out for any students leaving their classroom during class period.
- Sign out should have exit time, location, return time.

### **Common Areas**

- Masks must be worn at all times.
- The contracted cleaning crew will wipe/spray down common areas nightly.
- Workrooms: 1 staff member working at time, 1 other staff member may stop for mail or to pass through
- Staff kitchen: maximum of 2 staff members present at a time
- Offices:
  - Masks are to be worn whenever there is more than one person in an office.
  - Everyone will wipe down their own office space daily.
  - Every office will have hand sanitizer available.