

MINUTES – Special Meeting

Tuesday, January 31, 2023

Teams Meeting

The Education Standards and Practices Board (ESPB) meeting was called to order at 8:00am by Chair Brenda Tufte. Board members present by video conference were Siri Coleman, Andrea Fox, Amber Fridley, Sonya Hansana, Joshua Standing Elk, Patti Stedman, and Brenda Tufte.

Also present were ESPB Executive Director Rebecca Pitkin and Amy Bigelow from ESPB, Allyson Hicks from Office of Attorney General, Crystal Rocketship from Wilmac Special Education Unit, and Shayna Shriver from Certification Central Admissions.

Board members Ben Johnson, Kathy Lentz, Cory Steiner, and Superintendent Kirsten Baesler were absent.

Shriver, Shayna – At the January 2023 regular meeting, the board motioned to request additional information on Ms. Shriver’s breach of contract, as well as to have her answer questions prepared by attorney Allyson Hicks regarding the Request for Inquiry that was received from Wilmac Special Education Unit. Quite a bit of additional information was received that was helpful. Allyson recommended that the Board move through each of the allegations and the response received in regard to that allegation.

Brenda Tufte disclosed that she does team teach with Dr. Victoria Arneson who has now provided information on the case as a witness. Brenda states that she has no outside knowledge of the case, no conflict of interest, and feels she can participate impartially. Brenda deferred to remainder of the Board to determine if she can participate in case, and if there is an appearance of bias to reasonable person, including any financial or personal interest in the matter.

Andrea Fox stated that it doesn’t appear Brenda Tufte has any personal or pecuniary interest in this case and she moved Brenda be allowed to participate in the case. Motion seconded by Amber Fridley. Board members who voted in favor of allowing Brenda Tufte to participate in discussion and voting on this case were Siri Coleman, Andrea Fox, Amber Fridley, Sonya Hansana, Joshua Standing Elk, and Patti Stedman. None opposed. Motion carried.

Principle II #6 - Shall present complete and accurate information on any document in connection with professional responsibilities. The Request for Inquiry states there is a conflict with the service agreement issued by Williston Basin School District. There is a clause in Ms. Shriver’s Wilmac contract stating she will not enter into another employment contract while under contract with Wilmac. Information provided to the Board states that Ms. Shriver had permission to have another contract, where it may have been misunderstood if this was permissible. It is up to the Board to determine if there was a violation. Board members questioned how many days Ms. Shriver was absent from her Wilmac contracted position. Based on the information received, it appears that the original agreement was for Ms. Shriver to be absent for 5 paid days. The contract with WBSD was for 10 days of training in October and November 2022, then 10 additional days that were flexible for the remainder of the 22-23 school year. Board members also had discussion on IEPs days and if her school was aware she would not be present. Ms. Shriver stated she would be participating in IEPs on her personal days, but texts provided show they may not have been aware. Brenda Tufte

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said she understands the concern but believes this would be something handled internally. Patti Stedman believes Wilmac is frustrated and is trying to establish a pattern.

Principle II #10 - Shall not breach a professional employment contract. At the last meeting, the Board was wondering if the breach was cured with payment of the fine. A copy of the check showing payment of liquidated damages was provided. Wilmac is not alleging that the contract was broken due to early resignation and if the fine was paid, it's that she breached the contract by signing another employment contract.

Brenda Tufte asked if the other contract was fulfilled on personal days, if that's considered a breach of contract. Allyson Hicks reminded the Board this would set a precedent and she's aware that many teachers have second jobs and get permission from their districts for that.

Andrea Fox stated that she would be leery about taking action, as it seems like the early resignation was cured with payment of liquidated damages.

Principle II #12 Shall not accept a gratuity, gift, or favor that might influence or appear to influence professional judgement, nor offer a gratuity, gift, or favor to obtain special advantage. The third violation listed on the Request for Inquiry is related to gratuities or gifts offered for signing a contract. Allyson clarified that a gratuity is like a tip or extra fees paid. In the RFI, it seems that that Wilmac believes that the amount paid by WBSC for services provided is extremely high. Williston had their own investigation into the matter and there was nothing found. It was pointed out that Ms. Shriver was not being contracted by WBSD to teach students, she's being contracted to develop teachers.

Siri Coleman left at 8:28am. Joshua Standing Elk left at 8:31am.

Andrea Fox made a motion to dismiss the case. She stated she's not sure there is enough evidence that there was a violation of the Code of Ethics for the breach of contract, second employment agreement, or gift that is alleged in the original Request for Inquiry. Motion seconded by Sonya Hansana. Sonya stated that much of this should have been dealt with at local level. This would be up to local districts to determine and possibly re-write their contracts with more specific language in the future. Before voting occurred, Patti Stedman asked if the payment of liquidated damages cures the breach of early resignation from Wilmac. Attorney Allyson Hicks said that is up to the Board to decide. Board members who voted in favor of dismissing the case were Andrea Fox, Amber Fridley, Sonya Hansana, Patti Stedman, and Brenda Tufte. None opposed. Motion carried.

The meeting was adjourned at 8:37am.

Chair

Secretary/Executive Director