

**INDEPENDENT SCHOOL
DISTRICT #624**



**SCHOOL BOARD
AGENDA**

August 8, 2011

MISSION STATEMENT

The mission of the White Bear Lake Area School District, a leader in innovative education and community partnerships, is to ensure our students:

- **develop a love for learning,**
- **excel academically,**
- **are inspired to realize their dreams, and**
- **become engaged citizens with a global understanding**

by challenging each student with a dynamic, respectful and inclusive environment that nurtures the unique talents and abilities of every student.

**INDEPENDENT SCHOOL DISTRICT NO. 624
WHITE BEAR LAKE, MN 55110**

To: Members of the School Board

From: Dr. Michael J. Lovett
Superintendent of Schools

Date: August 3, 2011

A meeting of the White Bear Lake Area School Board will be held on **Monday, August 8, 2011** at 7:00 p.m. in Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN.

AGENDA

A. PROCEDURAL ITEMS

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Consent Agenda
 - a) Approval of Minutes
 - b) Payment of Invoices
 - c) Correspondence
 - d) Acceptance of Gifts
 - e) Approve Field Trips
 - f) Human Resources Items

B. PUBLIC FORUM

During the Public Forum any person may address the School Board on a topic of interest or concern. Listed below are the procedures for Public Forum.

1. Public Forum will follow the Procedural Items on the agenda.
2. Public Forum will be open for 30 minutes (3 minutes per speaker, 10 minutes per topic, and no more than 3 speakers per topic as a general rule). Comments should be brief, and repetition of other public comments should be avoided.
3. Those wishing to address the Board should fill out a card to be turned into the Clerk.
4. Questions may be asked on any topic, excluding those on the agenda.
5. School District policy and data privacy laws preclude the Board from publicly discussing personnel matters or data, including information, which, if discussed in a public meeting could violate law or policy. Under School Board Policy 206, complaints or concerns regarding individual school district employees should be presented in writing to school administration and signed by the person making the complaint.
6. An attempt will be made to answer questions. In those cases where an answer is not available or is not possible to give that evening, a phone call from someone in the administration will be made as a follow-up.
7. A handout on the purpose of School Board meetings and the meeting process is available.

8. Citizens may be asked to address the school board on a particular subject during the discussion of that item.
9. The Chair will attempt to reasonably honor requests to speak, but shall also exercise discretion to recognize time restraints and may limit the number of such presentations accordingly.

C. INFORMATION ITEMS

1. Superintendent's Report
2. Acknowledge Award of Excellence from the National Public Relations Association
3. Highlights of Summer Programs

D. DISCUSSION ITEMS

1. Update on Measures of Student Success for the 2010-11 School Year
2. Preliminary Review of School Board/Superintendent Goals for 2011-12
3. Overview of 2011 Legislative Actions
4. Annual Review of School Board Policy 410, Family and Medical Leave Policy
5. Annual Review of School Board Policy 413, Harassment and Violence
6. Annual Review of School Board Policy 415, Mandated Reporting of Maltreatment of Vulnerable Adults
7. First Reading of School Board Policy 515, Protection and Privacy of Pupil Records

E. OPERATIONAL ITEMS

1. Action on Joint Powers Agreement for Participating in Cooperative Purchasing with Roseville Area Schools, District #623
2. Action on Food Service Bids for 2011-12
3. Action on Calling for School District General Election
4. Action on Student Teacher Agreement with St. Olaf College

F. BOARD FORUM

G. ADJOURNMENT

A. PROCEDURAL ITEMS

AGENDA ITEM: Consent Agenda
MEETING DATE: August 8, 2011
SUGGESTED DISPOSITION: Procedural Items
CONTACT PERSON(S): Dr. Michael J. Lovett, Superintendent

Consent Agenda

- a) Approval of Minutes
- b) Payment of Invoices
- c) Correspondence
- d) Acceptance of Gifts
- e) Field Trip Request(s)
- f) Human Resources Items

RECOMMENDATION:

Approve the items listed on the Consent Agenda.

AGENDA ITEM: School Board Minutes
MEETING DATE: August 8, 2011
SUGGESTED DISPOSITION: Consent Agenda
CONTACT PERSON(S): Cathy Storey, School Board Clerk

Background:

The School Board minutes from last month's meeting are being presented for approval by the School Board.

Recommendation: Approve the minutes.

**INDEPENDENT SCHOOL DISTRICT NO. 624
WHITE BEAR LAKE, MN 55110**

A meeting of the White Bear Lake Area School Board was held on Monday, July 11, 2011 at 7:00 p.m. in Community Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN.

A. PROCEDURAL ITEM

- 1 Chair Swanson called the meeting to order at 7:01 p.m.
- 2 Roll Call- Present: *Chapman, Hiniker, Kimball, Newberg, Shevik, Storey, Swanson.*
Ex-Officio: Lovett
Cabinet: Present – Daniels, Guenther, Picha, Willcoxon
- 3 Pledge of Allegiance
- 4 Newberg moved, Hiniker seconded to approve the revised agenda (agenda item E7 tabled). *Voice vote: all ayes. Motion carried.*
- 5 Storey moved, Shevik seconded to approve the consent agenda consisting of:
 - approval of minutes of regular meeting on June 13;
 - payment of invoices based upon a random sample, all of which met the standards and guidelines as set by the Board;
 - passage of resolution regarding acceptance of gifts with thank you letters directed to the donors;
 - approve field trips;
 - passage of resolution to approve personnel issues to include:
 - Resignation/Terminations – Classified Staff
 - Linda Mercado – Pupil Support Assistant, Normandy Park, effective date: 6/9/11
 - Steven Sundberg – Custodian, Vadnais Heights Elementary/South Campus, effective date: 06/17/11
 - Declined LTS Position – Certified Staff
 - Lisa Schenk – Science Teacher, Central Middle School
 - Change in Continuing Contract – Certified Staff
 - Laura Brovold – Kindergarten Teacher, from .50 f.t.e. to 1.00 f.t.e., effective date: 2011-12 School Year
 - Janet Ehrlich – ECFE Teacher, from .40 f.t.e. to .50 f.t.e., effective date: 2011-12 School Year
 - Annette Smith – Kindergarten Teacher, from .50 f.t.e. to 1.00 f.t.e., effective date: 2011-12 School Year
 - Leaves of Absence – Certified Staff
 - Ron Miller – Special Education Teacher, Central Middle School, effective date: First Semester of 2011-12
 - Marie Myrlie – Special Education Teacher, Golfview – ALC, effective date: 2011-12 School Year
 - New Personnel – Classified Staff
 - Deanna Foty – Computer/Playground Assistant, Hugo Elementary, effective date: 8/31/11
 - Jo Ellen Haustein – Health Assistant, Matoska International, effective date: 8/31/11

- New Personnel – Certified Staff
 - Diane Burg – Special Education Teacher, Central Middle School, effective date: 2011-12 School Year
- Long-Term Substitutes – Certified Staff
 - Lara Conrad - .9 Mathematics Teacher, South Campus, effective date: 2011-12 School Year
 - Lynsey Fast – Science Teacher, Central Middle School, effective date: 2011-12 School Year
 - Shannon Grant - .95 Health Teacher, North Campus, effective date: 2011-12 School Year

Roll call vote: ayes- Chapman, Hiniker, Kimball, Newberg, Shevik, Storey, Swanson; nays – none; Motion carried.

B. PUBLIC FORUM – Bill Haugen, 2009 graduate of White Bear Area High School, Luther College student and a resident of Vadnais Heights spoke to his support of the upcoming levy and its importance to the vitality our community.

C. INFORMATION ITEMS

1. Superintendent’s Report – Dr. Lovett reported on the following:

- As the state shutdown continues, the District continues to honor its commitments to Meals on Wheels and fee based STEM and summer programming. We continue to proceed with great caution and keep in regular communication with our legislators.
- We continue to see excellent student results in the areas of MCA/GRAD and MAP testing. We are currently tied for the top score in the east metro on our Writing test this year and are one of only two Districts in the area seeing an increase over last year’s results.
- Over the past two years we have reduced \$1 million from our operating budget. Additional cost savings also are seen in such areas as the Schools for Energy Efficiency (SEE) program implemented this past October. Amy Harker, representing SEE, provided an update that shows our energy use reduction from October-March at 5% and our cost avoidance was \$54,151.

D. DISCUSSION ITEMS – There were no Discussion Items on the agenda this month.

E. OPERATIONAL ITEMS

1. Kimball motioned and Newberg seconded to approve the 2011-2012 membership in the Minnesota State High School League. ***Roll call vote: ayes – Chapman, Hiniker, Kimball, Newberg, Shevik, Storey, Swanson. Nays – none; motion carried.***
2. Hiniker motioned and Storey seconded to approve the 2011-12 School Board meeting dates. ***Roll call vote: ayes – Chapman, Hiniker, Kimball, Newberg, Shevik, Storey, Swanson. Nays – none; motion carried.***
3. Chapman motioned and Shevik seconded to approve the resolution to renewing the expiring referendum revenue authorization of the School District and calling an election thereon. ***Roll call vote: ayes – Chapman, Hiniker, Kimball, Newberg, Shevik, Storey, Swanson. Nays – none; motion carried.***

4. Newberg motioned and Hiniker seconded to approve the resolution approving Northeast Metro Intermediate School District #916's Health & Safety Program budget and authorizing the inclusion of a proportionate share of those projects in the District's application for Health & Safety revenue. ***Roll call vote: ayes – Chapman, Hiniker, Kimball, Newberg, Shevik, Storey, Swanson. Nays – none; motion carried.***
 5. Storey motioned and Kimball seconded to approve the Health and Safety "Attachment 10" Program revenue application for submission to the Minnesota Department of Education. ***Roll call vote: ayes – Chapman, Hiniker, Kimball, Newberg, Shevik, Storey, Swanson. Nays – none; motion carried.***
 6. Chapman motioned and Newberg seconded to approve the shared service agreement with the Roseville Area School District for Management Services – Nutrition Services. ***Roll call vote: ayes – Chapman, Hiniker, Kimball, Newberg, Shevik, Storey, Swanson. Nays – none; motion carried.***
 7. **Tabled:** Approval of food service bids.
- E. BOARD FORUM** – Kimball thanked Bill Haugen for speaking during our Board meeting this evening and for acknowledging one of his high school teachers. Shevik invited all to visit our booth during Marketfest in July.
- F. ADJOURNMENT** - Newberg motioned and Kimball seconded to adjourn the meeting at 7:35 p.m. ***Voice vote: all ayes. Motioned carried.***

Cathy Storey, Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 624
WHITE BEAR LAKE, MN 55110**

A special meeting of the White Bear Lake Area School Board was held on Monday, July 11, 2011 at 10:00 a.m. in Room 201 at the District Center, 4855 Bloom Avenue, White Bear Lake, MN.

SPECIAL MEETING AGENDA

A. PROCEDURAL ITEMS

1. Call to Order – Swanson called the meeting to order at 10:07 a.m.
2. Roll Call– Present: Chapman, Hiniker, Newberg, Storey, Swanson
Absent: Kimball, Shevik
Ex-Officio - Lovett
Cabinet – Daniels, Guenther, Picha, Willcoxon

B. STRATEGIC ITEMS

Board members, Dr. Lovett and Cabinet members reviewed and discussed the following items:

1. Reflections on Accomplishments during 2010-11, including
 - a. School Board/Superintendent Goals
 - b. Strategic Planning
2. Implementing the Strategic Plan
3. Consideration of priority Board/Superintendent goals for 2011-12
4. School District Vision
5. Preparation for the Referendum Levy

C. OPERATIONAL ITEMS

Board members and Dr. Lovett reviewed and discussed the following items:

1. Evaluation of School Board and Superintendent
 - a. How did we do in 2010-11?
 - b. How should we proceed in 2011-12?
2. Ramifications of the State Shutdown and Contingency Plans
3. Public Engagement

- a. How did we do in 2010-11
- b. How should we proceed in 2011-12?

4. School Board Working Protocols

5. Policy Development

6. School Board Training – tabled for discussion at a future meeting.

D. ADJOURNMENT - Newberg moved; Hiniker seconded to adjourn the meeting at 4:00 p.m. Voice vote: *All ayes. Motion carried.*

Submitted by: Cathy Storey, Clerk

AGENDA ITEM: Monthly Check Registers

MEETING DATE: August 8, 2011

SUGGESTED DISPOSITION: Consent Agenda

CONTACT PERSON(S): Pete Willcoxon Sr., Executive Director of Business Services
Mary Vaske, Accountant

Background:

Enclosed in this packet are the monthly check registers for the previous period.

Recommendation:

Administration recommends that the Board approve the payments itemized in the check registers.

White Bear Lake Area Schools Electronic Transfers - July

	7/13/2011	7/15/2011	7/27/2011	7/29/2011
State of MN - Unemployment Insurance	14,363.94			
Direct Deposit 303233-303827		463,486.88		
U.S. Treasury (FICA, Medicare, withholding)		145,811.46		
MN State Income Tax		25,540.10		
PERA		42,862.50		
TRA		34,615.12		
ING		445.83		
Bond Payments - US Bank			812,642.51	
Bond Payments - Bremer			1,441,681.25	
Direct Deposit 303828-304288				384,174.03
U.S. Treasury (FICA, Medicare, withholding)				125,373.71
MN State Income Tax				22,207.01
PERA				41,411.17
TRA				25,975.66
ING				445.83

Check Nbr	Vendor Name	Check Date	Check Amount
20930	A M LEONARD INC	07/07/2011	636.20
20931	A-1 HYDRAULIC SALES & SERVICE	07/07/2011	15.18
20932	ABRAKADOODLE	07/07/2011	2,112.00
20933	ADAMS, LINDA	07/07/2011	366.45
20934	AMAZON	07/07/2011	746.53
20935	ANDERSON, AMY C	07/07/2011	162.11
20936	ANDERSON, EDWARD	07/07/2011	172.12
20937	ANDERSON, MARGARET M	07/07/2011	174.42
20938	ANDERSON, WILLIAM	07/07/2011	20.00
20939	ANOKA COUNTY PARKS & RECREATIO	07/07/2011	60.00
20940	APPLIED ENVIRONMENTAL SCI INC	07/07/2011	2,376.00
20941	ARMSTRONG TORSETH SKOLD & RYDE	07/07/2011	6,102.30
20942	AT & T MOBILITY	07/07/2011	1,488.16
20943	Vendor Continued Check	07/07/2011	0.00
20944	AV AVENUE LLC	07/07/2011	17,250.00
20945	AVID CENTER	07/07/2011	789.60
20946	BARNES & NOBLE	07/07/2011	464.40
20947	BARNETT WB CHRYSLER JEEP DODGE	07/07/2011	104.64
20948	BARNHART PERCUSSION SERVICES	07/07/2011	275.00
20949	BATTLE CREEK WATER WORKS	07/07/2011	570.00
20950	BERNAL, BREANNA	07/07/2011	59.00
20951	BERNIER, TIMMY G	07/07/2011	41.06
20952	BLICK ART MATERIALS	07/07/2011	730.27
20953	BLUELINE COATINGS LLC	07/07/2011	7,904.00
20954	BOND TRUST SERVICES CORP	07/07/2011	900.00
20955	BOWMAN, LISA	07/07/2011	20.00
20956	THE BUG COMPANY	07/07/2011	16.00
20957	CA POLYTECHNIC STATE UNIV	07/07/2011	2,000.00
20958	CAMBIUM LEARNING INC	07/07/2011	4,321.14
20959	CARNEGIE LEARNING INC	07/07/2011	1,458.70
20960	CATLIN, AMY	07/07/2011	150.00
20961	CDW GOVERNMENT INC	07/07/2011	238.10
20962	CLOSING THE GAP INC	07/07/2011	1,830.00
20963	COMCAST	07/07/2011	33.95
20964	CONTINENTAL RESEARCH CORP	07/07/2011	318.85
20965	COPY IMAGES INC	07/07/2011	499.93
20966	CORE, TARA	07/07/2011	20.00
20967	COTTER BASKETBALL	07/07/2011	185.00
20968	CTB INC	07/07/2011	1,779.00
20969	CUB FOODS OF WHITE BEAR TWSHP	07/07/2011	330.80
20970	CUB FOODS OF WOODBURY	07/07/2011	434.13
20971	CURRICULUM ASSOCIATES LLC	07/07/2011	175.12
20972	Vendor Continued Check	07/07/2011	0.00
20973	Vendor Continued Check	07/07/2011	0.00
20974	DALCO CORPORATION	07/07/2011	4,776.51
20975	DANIELS, JAKE	07/07/2011	25.00
20976	DANIELS, KATHLEEN	07/07/2011	846.53
20977	DELTA EDUCATION	07/07/2011	237.78
20978	Vendor Continued Check	07/07/2011	0.00
20979	DELTA DENTAL PLAN OF MN	07/07/2011	63,251.00

Check Nbr	Vendor Name	Check Date	Check Amount
20980	DETERMAN, THOMAS S	07/07/2011	191.00
20981	DILLER, REBECCA	07/07/2011	70.00
20982	DISCOUNT SCHOOL SUPPLY	07/07/2011	736.00
20983	DIVERSIFIED SNACK DISTRIBUTION	07/07/2011	1,831.70
20984	DOOR SERVICE COMPANY	07/07/2011	185.00
20985	DRAMM, MATTHEW R	07/07/2011	46.92
20986	E.L. REINHARDT COMPANY INC	07/07/2011	24.73
20987	EAST METRO INTEGRATION DIST 60	07/07/2011	149,888.10
20988	EBSCO SUBSCRIPTION SERVICES	07/07/2011	1,124.65
20989	EDINA AQUATIC CENTER	07/07/2011	440.00
20990	EDUCATIONAL RESEARCH AND DEV	07/07/2011	3,948.33
20991	ELLSWORTH, ANNE M	07/07/2011	304.91
20992	ESSON, ANN	07/07/2011	62.50
20993	FASTENAL COMPANY	07/07/2011	80.26
20994	FAULKNER, JULIE	07/07/2011	99.00
20995	FEDEX	07/07/2011	20.10
20996	FIRST STUDENT INC	07/07/2011	11,761.86
20997	FISHER, PHILLIP E	07/07/2011	702.78
20998	FOLLETT LIBRARY RESOURCES	07/07/2011	183.23
20999	FORRESTS	07/07/2011	35.95
21000	FOSTER, CATHERINE A	07/07/2011	60.95
21001	FRA-DOR INC	07/07/2011	221.25
21002	FRANSEN, BRIAN J	07/07/2011	24.99
21003	FREEFIND.COM	07/07/2011	108.00
21004	GALLAGHERS NORTHWESTERN TIRE C	07/07/2011	485.34
21005	GARNER, DEBORAH L	07/07/2011	97.00
21006	GE MONEY BANK	07/07/2011	725.38
21007	GRAFFIC TRAFFIC LLC	07/07/2011	535.50
21008	Vendor Continued Check	07/07/2011	0.00
21009	GRAINGER	07/07/2011	1,986.62
21010	GREATAMERICA LEASING CORP	07/07/2011	725.70
21011	Vendor Continued Check	07/07/2011	0.00
21012	GREEN VALUE NURSERY INC	07/07/2011	1,674.10
21013	GREENE, JESSICA	07/07/2011	20.00
21014	GREER, MATTHEW J	07/07/2011	181.85
21015	GRIMM, ELIZABETH J	07/07/2011	96.39
21016	GRITZMACHER, SHAWN	07/07/2011	1,615.50
21017	GROTH MUSIC CO	07/07/2011	146.72
21018	GUENTHER, DAVID A	07/07/2011	479.81
21019	HAAS MUSICAL INSTRUMENT REPAIR	07/07/2011	47.00
21020	HANSON, MAGGIE	07/07/2011	20.00
21021	HAREIN, LISA	07/07/2011	20.00
21022	Vendor Continued Check	07/07/2011	0.00
21023	Vendor Continued Check	07/07/2011	0.00
21024	Vendor Continued Check	07/07/2011	0.00
21025	HEALTHPARTNERS	07/07/2011	1,113,204.55
21026	HEDBERG AGGREGATES	07/07/2011	44.78
21027	HOME DEPOT CREDIT SERVICES	07/07/2011	105.00
21028	HUGO MILL	07/07/2011	155.67
21029	H W WILSON CO	07/07/2011	192.00

Check Nbr	Vendor Name	Check Date	Check Amount
21030	IMMEL, COLLEEN	07/07/2011	29.33
21031	INDUSTRIAL PAINTING SPECIALIST	07/07/2011	135.00
21032	INK JET SUPERSTORE INC	07/07/2011	266.94
21033	INTEGRA TELECOM	07/07/2011	463.20
21034	IPEVO INC	07/07/2011	690.00
21035	ISD #623 ROSEVILLE AREA SCHOOL	07/07/2011	23,500.00
21036	JILEK, JULIA	07/07/2011	373.99
21037	JOHN DEERE LANDSCAPES	07/07/2011	983.25
21038	JOHNSON, CYNTHIA	07/07/2011	20.00
21039	JOHNSON, TAMI	07/07/2011	99.00
21040	JOHNSON, VIRGINIA C	07/07/2011	732.15
21041	JOINING HANDS CHILD & FAMILY	07/07/2011	3,333.34
21042	JOSTENS/AMIOT SCHOLASTIC RECOG	07/07/2011	800.00
21043	K PEARSON MECHANICAL LLC	07/07/2011	2,608.40
21044	K12 TRANSPORTATION MGMT SERVIC	07/07/2011	27,407.01
21045	KATH FUEL OIL SERVICE CO	07/07/2011	27,088.35
21046	KINGS CITY RESTAURANT INC	07/07/2011	543.75
21047	KIPPELS, JANNAE	07/07/2011	20.00
21048	KITTS, HARRY	07/07/2011	284.75
21049	KRUSEMARK, CARY L	07/07/2011	509.85
21050	L'ALLIER CONCRETE INC	07/07/2011	3,850.00
21051	LAMINATOR.COM	07/07/2011	102.32
21052	LANDS BEST FOODS	07/07/2011	2,489.90
21053	LANGER'S TREE SERVICE	07/07/2011	1,120.00
21054	LARSON-BAUER, CHRISTINE M	07/07/2011	20.00
21055	LAW, DAVID W	07/07/2011	439.62
21056	LCSC	07/07/2011	1,086.00
21057	LEE CHARLOTTE LOUISE	07/07/2011	226.00
21058	LEMON, SARAH E	07/07/2011	39.21
21059	LIDS TEAM SPORTS	07/07/2011	690.00
21060	Vendor Continued Check	07/07/2011	0.00
21061	Vendor Continued Check	07/07/2011	0.00
21062	Vendor Continued Check	07/07/2011	0.00
21063	MADISON NATIONAL LIFE INS CO I	07/07/2011	54,344.21
21064	MALWITZ, ANN	07/07/2011	1,443.91
21065	MAPLEWOOD COMMUNITY CENTER	07/07/2011	365.60
21066	MN ASSOC OF SCH BUSINESS OFFIC	07/07/2011	299.00
21067	MAYER, ANTHONY G	07/07/2011	388.88
21068	MCGRANE, MARY E	07/07/2011	240.00
21069	MEDICAL GRAPHICS CORP	07/07/2011	7,545.44
21070	MIDAMERICA ADMIN & RETIREMENT	07/07/2011	3,706.25
21071	MIDWEST BUS PARTS INC	07/07/2011	253.38
21072	MIDWEST HYDRAULIC	07/07/2011	181.75
21073	MILES, MARY T	07/07/2011	120.00
21074	MLA	07/07/2011	11,499.00
21075	MN CHILDRENS MUSEUM	07/07/2011	380.00
21076	MN DNR ECO-WATERS	07/07/2011	32.00
21077	MN ELEVATOR INC	07/07/2011	290.77
21078	MN NCPERS LIFE INSURANCE	07/07/2011	512.00
21079	MN TWINS	07/07/2011	585.00

Check Nbr	Vendor Name	Check Date	Check Amount
21080	MONTESSORI N' SUCH INC	07/07/2011	34.92
21081	MOORE, CYNTHIA	07/07/2011	879.50
21082	MOORE, KATHERINE D	07/07/2011	706.37
21083	MUNDELL, GERALD	07/07/2011	383.77
21084	MUSIC CONNECTION INC	07/07/2011	4,254.00
21085	MUSIC THEATER INTL	07/07/2011	15.00
21086	MUSTAR, BETH	07/07/2011	90.00
21087	NARDINI FIRE EQUIPMENT CO INC	07/07/2011	155.55
21088	NATL COUNCIL OF TEACHERS OF EN	07/07/2011	75.00
21089	NATURE EXPLORE	07/07/2011	156.00
21090	NORTHEAST METRO INTERMEDIATE D	07/07/2011	114,569.79
21091	NORTHERN VOICES	07/07/2011	3,379.80
21092	NORTHWEST YOUTH & FAMILY SERV	07/07/2011	63,417.00
21093	NYREN, DELROY	07/07/2011	315.70
21094	O'REILLY AUTOMOTIVE INC	07/07/2011	1,584.62
21095	OFFICE DEPOT	07/07/2011	1,731.78
21096	ON SITE SANITATION INC	07/07/2011	263.00
21097	OPEN EYE FIGURE THEATRE	07/07/2011	300.00
21098	ORIENTAL TRADING CO INC	07/07/2011	72.00
21099	Vendor Continued Check	07/07/2011	0.00
21100	ORIGINS	07/07/2011	8,340.00
21101	OSTERBAUER, TODD E	07/07/2011	140.24
21102	PARKOS CONSTRUCTION CO INC	07/07/2011	86,419.60
21103	PARTSMaster	07/07/2011	95.93
21104	PAYPAL INC-VPS	07/07/2011	108.20
21105	PERLSTEIN, SOPHIE E	07/07/2011	194.00
21106	PETERSON BROS ROOFING & CONST	07/07/2011	5,015.00
21107	PITLICK, GREG	07/07/2011	447.26
21108	PLADSON ENVIRONMENTAL INC	07/07/2011	27,730.00
21109	PLANTRA INC	07/07/2011	290.12
21110	PLAY FIT EDUCATION	07/07/2011	766.00
21111	POSAVAD, SUE	07/07/2011	20.00
21112	PRESS PUBLICATIONS	07/07/2011	530.63
21113	PROFESSIONAL TURF & RENOVATION	07/07/2011	8,715.00
21114	PROGRESSIVE BUSINESS PUBL	07/07/2011	299.00
21115	RA PEARSON & ASSOCIATES LLC	07/07/2011	6,617.00
21116	RAMSEY COUNTY PARKS/REC DEPT	07/07/2011	18.00
21117	REASON	07/07/2011	100.00
21118	REFRIGERATION HARDWARE SUPPLY	07/07/2011	449.62
21119	RICOH AMERICAS CORP	07/07/2011	415.59
21120	RITTENHOUSE, PAULA	07/07/2011	80.51
21121	ROY, DEBRA A	07/07/2011	48.44
21122	SAINTS NORTH MAPLEWOOD	07/07/2011	822.00
21123	SAM'S CLUB/GEMB	07/07/2011	807.46
21124	SAM'S CLUB/GEMB	07/07/2011	564.54
21125	SCAN AIR FILTER INC	07/07/2011	56.38
21126	SCHARBER & SONS	07/07/2011	365.13
21127	SCHOLASTIC INC	07/07/2011	835.38
21128	SCHOLASTIC MAGAZINES	07/07/2011	733.11
21129	SCHOOL HEALTH CORP	07/07/2011	189.88

Check Nbr	Vendor Name	Check Date	Check Amount
21130	SCHOOL OUTFITTERS.COM	07/07/2011	242.94
21131	SCHOOL SPECIALTY	07/07/2011	1,789.90
21132	SENTRY SYSTEMS INC	07/07/2011	29,689.52
21133	SHELHORN, JAMES F	07/07/2011	20.65
21134	SHRED-IT	07/07/2011	1,646.50
21135	SOUTH SWELL SPORTS	07/07/2011	1,070.00
21136	SPARK	07/07/2011	708.50
21137	SPECIAL PAY TRUST AUL	07/07/2011	335,373.88
21138	SQUILLACE, SHERI	07/07/2011	20.00
21139	ST PAUL LINOLEUM & CARPET COMP	07/07/2011	1,300.00
21140	STEWART, SCOTT	07/07/2011	60.18
21141	SUBSCRIPTION SERV OF AMER INC	07/07/2011	826.15
21142	SVIR, SARA A	07/07/2011	59.00
21143	TATGE, DAVID A	07/07/2011	95.12
21144	TDS METROCOM - MN	07/07/2011	4,873.56
21145	TEACHERS DISCOVERY	07/07/2011	167.65
21146	THOMPSON, BRUCE	07/07/2011	20.00
21147	THOMPSON PUBLISHING GROUP	07/07/2011	328.50
21148	TIES	07/07/2011	250.00
21149	TIME FOR KIDS	07/07/2011	167.96
21150	TOUSSAINT, JANEL PHYLLIS	07/07/2011	45.90
21151	TYLER TECHNOLOGIES INC	07/07/2011	4,284.80
21152	U.S. ENERGY SERVICES INC	07/07/2011	5,118.95
21153	UPPER LAKES FOODS INC	07/07/2011	18,286.64
21154	VAIL, ANNE B	07/07/2011	83.39
21155	VENBURG TIRE CO	07/07/2011	426.96
21156	VETTE, MARISA AA	07/07/2011	59.86
21157	WAHOO! ADVENTURES	07/07/2011	70.00
21158	WHITE BEAR SOCCER CLUB	07/07/2011	1,500.00
21159	WHITE BEAR LAKE CITY	07/07/2011	7.50
21160	WHITE BEAR LAKE (CITY OF)	07/07/2011	3,453.71
21161	WHITE BEAR LAKE CITY	07/07/2011	4,250.00
21162	WELSH, SUE	07/07/2011	107.25
21163	WHITCOMB-BREMER, JACLYN ANN	07/07/2011	65.33
21164	WILDMAN HILAL, ANDREA L	07/07/2011	41.31
21165	XIONG, XUE	07/07/2011	777.68
21166	ZAPPA'S SPORTING GOODS	07/07/2011	513.00
21167	ZIROMEDIA	07/07/2011	4,712.50

238	Computer	Check(s) For a Total of	2,369,429.26
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Check Nbr	Vendor Name	Check Date	Check Amount
20310	CATLIN, ANN	07/07/2011	150.00
20812	4TH STREET DANCE CENTRE	07/07/2011	1,000.00
2	Void	Check(s) For a Total of	1,150.00

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	238	Computer	Checks For a Total of	2,369,429.26
Total For	238	Manual, Wire Tran, ACH & Computer	Checks	2,369,429.26
Less	2	Voided	Checks For a Total of	1,150.00
		Net Amount		2,368,279.26

Payroll

Check Nbr	Vendor Name	Check Date	Check Amount
21168	AMERICAN FUNDS	07/12/2011	7,978.88
21169	AMERICAN UNITED LIFE	07/12/2011	291,673.81
21170	AMERIPRISE FINANCIAL SERVICES	07/12/2011	2,166.64
21171	AXA EQUITABLE	07/12/2011	2,865.02
21172	EDUCATION MN ESI BILLING TRUST	07/12/2011	2,883.48
21173	IUOE #70	07/12/2011	1,236.89
21174	MESSERLI & KRAMER PA	07/12/2011	287.61
21175	METROPOLITAN LIFE	07/12/2011	851.67
21176	MN CHILD SUPPORT	07/12/2011	1,336.26
21177	MN DEPT OF REVENUE	07/12/2011	423.00
21178	SCHOOL SERVICE EMPLOYEES	07/12/2011	674.56
21179	VANGUARD SMALL BUSINESS SERVIC	07/12/2011	3,645.83
12	Computer	Check(s) For a Total of	316,023.65

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	12	Computer	Checks For a Total of	316,023.65
Total For	12	Manual, Wire Tran, ACH & Computer	Checks	316,023.65
Less	0	Voided	Checks For a Total of	0.00
		Net Amount		316,023.65

Check Nbr	Vendor Name	Check Date	Check Amount
21180	ABBOTT PAINT & CARPET INC	07/14/2011	1,170.53
21181	ADVANCED WIRELESS COMMUNICATIO	07/14/2011	309.94
21182	AGROPUR INC	07/14/2011	7,184.95
21183	ALL STAR FOOTBALL	07/14/2011	60.00
21184	AMERIPRIDE SERVICES	07/14/2011	464.71
21185	APPLIED ENVIRONMENTAL SCI INC	07/14/2011	444.42
21186	BALD EAGLE SPORTSMANS ASSOC	07/14/2011	3,280.00
21187	BARNES & NOBLE	07/14/2011	372.07
21188	BARTH, CARRIE M	07/14/2011	1,220.90
21189	BATENHORST, LYNSEY K	07/14/2011	475.83
21190	BEACON ATHLETICS	07/14/2011	1,030.00
21191	BENILDE ST MARGARETS SCHOOL	07/14/2011	242.64
21192	BLUELINE COATINGS LLC	07/14/2011	1,976.00
21193	BRAMECHER, JUDEE	07/14/2011	64.45
21194	CALVIN CHRISTIAN SCHOOL	07/14/2011	175.00
21195	CAMBRIDGE STRATEGIC SERVICES	07/14/2011	6,766.68
21196	CDW GOVERNMENT INC	07/14/2011	761.79
21197	CENGAGE LEARNING	07/14/2011	73.93
21198	CHAPPELL CENTRAL INC	07/14/2011	141,584.96
21199	CHRIST EV LUTHERAN SCHOOL	07/14/2011	326.36
21200	CITY OF LAKES WALDORF SCHOOL	07/14/2011	175.00
21201	CODERRE, DIANE	07/14/2011	17.00
21202	COMCAST	07/14/2011	5.26
21203	COMMUNICATION MAILING SERVICES	07/14/2011	601.31
21204	COMPLIANCE SIGNS INC	07/14/2011	57.00
21205	CONCORDIA ACADEMY	07/14/2011	6,143.28
21206	CONVENT OF THE VISITATION	07/14/2011	175.00
21207	COOPS SPORTSWEAR	07/14/2011	1,410.00
21208	COPY IMAGES INC	07/14/2011	4,926.77
21209	Vendor Continued Check	07/14/2011	0.00
21210	COPY IMAGES INC	07/14/2011	743.28
21211	CRETIN-DERHAM HALL	07/14/2011	2,836.40
21212	DALCO ROOFING & SHEET METAL	07/14/2011	556.65
21213	DARTS VMS INC	07/14/2011	69.55
21214	DAVY, MARY	07/14/2011	12.75
21215	DEEN, DENISE	07/14/2011	858.33
21216	DEJARLAIS, MARILYN	07/14/2011	40.17
21217	DELASALLE HIGH SCHOOL	07/14/2011	175.00
21218	Vendor Continued Check	07/14/2011	0.00
21219	DELL MARKETING LP	07/14/2011	256,933.96
21220	EDUCATION TO GO	07/14/2011	186.75
21221	EHRlich, JANET	07/14/2011	56.55
21222	ENGSTRAN, PAUL	07/14/2011	40.00
21223	ERICKSON, CAMILLE	07/14/2011	42.84
21224	ETA/CUISENAIRE	07/14/2011	156.24
21225	FAIRVIEW	07/14/2011	6,675.83
21226	FESTIVAL FOODS-KNOWLAN'S	07/14/2011	294.22
21227	FIRST STUDENT INC	07/14/2011	6,736.80
21228	FISHER, PHILLIP E	07/14/2011	250.00
21229	FITCH, KATHLEEN K	07/14/2011	1,842.48

Check Nbr	Vendor Name	Check Date	Check Amount
21230	FOLLETT LIBRARY RESOURCES	07/14/2011	389.47
21231	FRATTALONES HARDWARE STORES	07/14/2011	1,549.29
21232	G&K SERVICES INC	07/14/2011	542.60
21233	G&K SERVICES INC	07/14/2011	720.24
21234	GALLAGHERS NORTHWESTERN TIRE C	07/14/2011	781.65
21235	GE MONEY BANK	07/14/2011	1,730.44
21236	GETHSEMANE LUTHERAN SCHOOL	07/14/2011	175.00
21237	GOLDCOM INC	07/14/2011	797.02
21238	GRAINGER	07/14/2011	1,535.49
21239	GREATAMERICA LEASING CORP	07/14/2011	925.90
21240	GROVES ACADEMY	07/14/2011	175.00
21241	HANSON, DONNA	07/14/2011	15.30
21242	HILL MURRAY HIGH SCHOOL	07/14/2011	6,644.00
21243	HOEFS, MARSHALL	07/14/2011	50.80
21244	HOWARD, JOAN	07/14/2011	17.00
21245	JAYTECH INC	07/14/2011	1,220.04
21246	JOHN DEERE LANDSCAPES	07/14/2011	13,324.97
21247	JOHNSON, WILLIAM	07/14/2011	5.00
21248	KAISER, PHYLLIS	07/14/2011	14.44
21249	KING OF KINGS LUTHERAN SCHOOL	07/14/2011	525.00
21250	LAKESHORE LEARNING MATERIALS	07/14/2011	110.04
21251	LANGER'S TREE SERVICE	07/14/2011	2,045.31
21252	LANGUAGE LINE SERVICES	07/14/2011	51.75
21253	LAW, DAVID W	07/14/2011	215.73
21254	LEIGH, ANNETTA K	07/14/2011	1,278.57
21255	LIBERTY CLASSICAL ACADEMY	07/14/2011	1,127.00
21256	LIDS TEAM SPORTS	07/14/2011	929.64
21257	LOVETT, MICHAEL J	07/14/2011	672.41
21258	MALWITZ, ANN	07/14/2011	60.00
21259	MARANATHA CHRISTIAN ACADEMY	07/14/2011	1,246.60
21260	MARIS LLC	07/14/2011	180.00
21261	MASLOWSKI, KELSEY	07/14/2011	31.99
21262	MCCOLLOUGH, MICK	07/14/2011	31.88
21263	MCDONALD, MARIE	07/14/2011	28.90
21264	MCDONOUGH'S WATERJETTING AND	07/14/2011	1,269.20
21265	MCGRANE, MARY E	07/14/2011	20.00
21266	MINNEHAHA ACADEMY	07/14/2011	863.20
21267	MINVALCO INC	07/14/2011	376.90
21268	MN DEPT OF EDUCATION	07/14/2011	147.50
21269	MN REC & PARK ASSN (MRPA)	07/14/2011	600.00
21270	MN WALDORF SCHOOL	07/14/2011	850.48
21271	MONTESORI SERVICES	07/14/2011	529.92
21272	MOORHEAD MACHINERY & BOILER CO	07/14/2011	4,893.48
21273	MOUNDS PARK ACADEMY	07/14/2011	7,653.40
21274	MUNDELL, KARLA J	07/14/2011	17.34
21275	NCS PEARSON INC	07/14/2011	803.00
21276	NEOPOST INC	07/14/2011	411.40
21277	NEW LIFE ACADEMY	07/14/2011	525.00
21278	NORTH CENTRAL TRUCK EQUIPMENT	07/14/2011	57.77
21279	NORTH HEIGHTS CHRISTIAN ACADEM	07/14/2011	5,772.52

Check Nbr	Vendor Name	Check Date	Check Amount
21280	O'NEIL, LOIS	07/14/2011	49.87
21281	OAK HILL MONTESSORI SCHOOL	07/14/2011	1,502.20
21282	OLD DUTCH FOODS INC	07/14/2011	847.14
21283	OLSON, DAVID J	07/14/2011	40.45
21284	ON SITE SANITATION INC	07/14/2011	875.00
21285	OPEN ARMS OF MN	07/14/2011	6,939.49
21286	PAMS LUNCHROOM LLC	07/14/2011	1,072.76
21287	PAN-O-GOLD	07/14/2011	977.47
21288	PAUL VADNAIS PLUMBING & WELL	07/14/2011	1,033.75
21289	PCI EDUCATIONAL PUBLISHING	07/14/2011	74.69
21290	PEARSON EDUCATION	07/14/2011	225.94
21291	PHILIP, PATRICIA	07/14/2011	210.00
21292	PITNEY BOWES PURCHASE POWER	07/14/2011	207.99
21293	PLADSON ENVIRONMENTAL INC	07/14/2011	440.00
21294	POPE, ELSA	07/14/2011	4,800.00
21295	PRAXAIR DISTRIBUTION INC	07/14/2011	108.54
21296	PRESS PUBLICATIONS	07/14/2011	424.50
21297	RATWIK ROSZAK & MALONEY PA	07/14/2011	11,762.13
21298	ROWMAN & LITTLEFIELD PUBLISHIN	07/14/2011	270.89
21299	SAM'S CLUB/GEMB	07/14/2011	1,881.47
21300	SCHADEGG MECHANICAL INC	07/14/2011	26,739.00
21301	SCHMID, RITA	07/14/2011	10.62
21302	Vendor Continued Check	07/14/2011	0.00
21303	Vendor Continued Check	07/14/2011	0.00
21304	Vendor Continued Check	07/14/2011	0.00
21305	Vendor Continued Check	07/14/2011	0.00
21306	SCHMITT MUSIC COMPANY	07/14/2011	1,753.00
21307	SCHOOL OUTFITTERS.COM	07/14/2011	802.74
21308	SCHOOL SPECIALTY	07/14/2011	1,552.43
21309	SOUTHWEST BINDING & LAMINATING	07/14/2011	236.80
21310	ST AGNES HIGH SCHOOL	07/14/2011	1,192.76
21311	ST CROIX LUTHERAN SCHOOL	07/14/2011	968.84
21312	ST JOHN THE BAPTIST SCHOOL	07/14/2011	959.36
21313	ST PAUL ACADEMY	07/14/2011	3,725.96
21314	ST THOMAS ACADEMY	07/14/2011	1,225.00
21315	TACHENY, DEBRA A	07/14/2011	9.95
21316	TEKTON CONSTRUCTION CO	07/14/2011	18,563.00
21317	TELIN TRANSPORTATION GROUP LLC	07/14/2011	20,046.00
21318	THUNDER COMMUNICATIONS DESIGN	07/14/2011	680.00
21319	THYSSENKRUPP ELEVATOR CORP	07/14/2011	600.84
21320	TOTINO-GRACE HIGH SCHOOL	07/14/2011	8,177.92
21321	TRINITY FIRST LUTHERAN SCHOOL	07/14/2011	140.36
21322	TRUSTED EMPLOYEES	07/14/2011	1,735.00
21323	TWIN CITY ACOUSTICS INC	07/14/2011	4,096.40
21324	UHL CO INC	07/14/2011	324.76
21325	UNIVERSITY OF WI STEVENS POINT	07/14/2011	1,600.00
21326	VERIZON WIRELESS	07/14/2011	34.89
21327	WALD, TIM	07/14/2011	2,134.79
21328	WASTE MANAGEMENT OF WI-MN	07/14/2011	9,180.46
21329	WELLS, SHARON	07/14/2011	12.75

Check Nbr	Vendor Name	Check Date	Check Amount
21330	WILLIAMS, LAURA L	07/14/2011	670.65
21331	WINDSTREAM	07/14/2011	2,641.92
21332	WL HALL COMPANY	07/14/2011	87,339.20
21333	WOODCREST BAPTIST ACADEMY	07/14/2011	308.00
21334	WORLD'S FINEST CHOCOLATE INC	07/14/2011	139.16
21335	XEROX CORPORATION	07/14/2011	510.00
21336	ZEPHYR GRAF-X	07/14/2011	871.77
21337	ZIROMEDIA	07/14/2011	2,275.00
158	Computer	Check(s) For a Total of	758,946.77

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	158	Computer	Checks For a Total of	758,946.77
Total For	158	Manual, Wire Tran, ACH & Computer	Checks	758,946.77
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	758,946.77

Check Nbr	Vendor Name	Check Date	Check Amount
21338	1ST LINE/LEEWES VENTURES LLC	07/20/2011	302.75
21339	4IMPRINT INC	07/20/2011	260.40
21340	AARP DRIVER SAFETY PROGRAM	07/20/2011	446.00
21341	AARP DRIVER SAFETY PROGRAM	07/20/2011	426.00
21342	AMERICAN ASSOC OF SCHOOL PERSONS	07/20/2011	175.00
21343	ABRAKADOODLE	07/20/2011	792.00
21344	AMAZON	07/20/2011	2,307.28
21345	AMAZON	07/20/2011	102.77
21346	AMERICAN MESSAGING	07/20/2011	113.46
21347	ASSOC OF METROPOLITAN SCHOOL DISTRICTS	07/20/2011	11,467.00
21348	APPERSON	07/20/2011	39.06
21349	APPLE COMPUTER INC	07/20/2011	16,140.00
21350	BAHE, CONNETTE J	07/20/2011	81.08
21351	BARTHOLD	07/20/2011	486.00
21352	BERGSRUD, EMILY OLIVE	07/20/2011	35.00
21353	BEST WESTERN AMERICAN INN	07/20/2011	421.40
21354	BILL WEIGEL SIGNS	07/20/2011	120.00
21355	BLUNDELL, MATT	07/20/2011	20.00
21356	BOWERMASTER, TRACI	07/20/2011	440.00
21357	BRAKE & EQUIPMENT WAREHOUSE, INC	07/20/2011	76.38
21358	THE BUG COMPANY	07/20/2011	16.00
21359	CDW GOVERNMENT INC	07/20/2011	1,097.28
21360	CENGAGE LEARNING	07/20/2011	1,178.22
21361	CITI-CARGO & STORAGE CO INC	07/20/2011	85.00
21362	CM CONSTRUCTION COMPANY INC	07/20/2011	54,560.40
21363	COMCAST	07/20/2011	63.95
21364	COMCAST	07/20/2011	63.95
21365	CONTINENTAL RESEARCH CORP	07/20/2011	3,535.27
21366	COOPER, ANN	07/20/2011	55.00
21367	Vendor Continued Check	07/20/2011	0.00
21368	COPY IMAGES INC	07/20/2011	14,888.59
21369	COPY IMAGES INC	07/20/2011	1,229.61
21370	COUNTRY INN BY CARLSON	07/20/2011	457.10
21371	CUB FOODS	07/20/2011	243.64
21372	CUP AND CONE	07/20/2011	356.51
21373	CURRICULUM ASSOCIATES LLC	07/20/2011	302.50
21374	Vendor Continued Check	07/20/2011	0.00
21375	DALCO CORPORATION	07/20/2011	6,201.20
21376	DARTS VMS INC	07/20/2011	21.60
21377	DISCOUNT SCHOOL SUPPLY	07/20/2011	44.79
21378	DISCOUNT MAGAZINE SUBSCRIPTION SERVICE INC	07/20/2011	589.47
21379	DOOR SERVICE COMPANY	07/20/2011	511.00
21380	EAST METRO INTEGRATION DISTRICT 60	07/20/2011	5,410.40
21381	EDUCATIONAL RESEARCH AND DEVELOPMENT	07/20/2011	25,599.80
21382	EPA AUDIO VISUAL INC	07/20/2011	1,121.00
21383	ERBERT & GERBERTS SUBS & CLUBS	07/20/2011	138.57
21384	FASTENAL COMPANY	07/20/2011	206.75
21385	FESTIVAL FOODS-KNOWLAN'S	07/20/2011	609.47
21386	FISHER SCIENTIFIC	07/20/2011	232.40
21387	FLORIN, JOLYN A	07/20/2011	514.95

Check Nbr	Vendor Name	Check Date	Check Amount
21388	FOLLETT SOFTWARE COMPANY	07/20/2011	12,744.43
21389	FULL SPECTRUM FINISHING INC	07/20/2011	8,210.75
21390	GALLAGHERS NORTHWESTERN TIRE C	07/20/2011	301.95
21391	GARRISON, MARK S	07/20/2011	1,412.86
21392	GEPHART, MARK	07/20/2011	59.00
21393	GERALD INC JIMMY'S GRILLE	07/20/2011	450.00
21394	GRAINGER	07/20/2011	335.87
21395	GREAT RIVER OFFICE PRODUCTS	07/20/2011	53.25
21396	GREEN VALUE NURSERY INC	07/20/2011	91.35
21397	GROUP HEALTH INC - WORKSITE	07/20/2011	181.50
21398	GUENTHER, DAVID A	07/20/2011	100.00
21399	HALLBERG ENGINEERING INC	07/20/2011	55,979.58
21400	HANDY HITCH & WELDING CO INC	07/20/2011	106.80
21401	HOGLUND BUS AND TRUCK CO	07/20/2011	781.10
21402	HOGLUND BUS & TRUCK CO	07/20/2011	172,895.84
21403	HUGO CITY OF	07/20/2011	434,048.00
21404	HULTMAN, CAROL LINDA	07/20/2011	2,005.96
21405	HUMAN SERVICES INC	07/20/2011	322.00
21406	INSIGHT INVESTMENTS LLC	07/20/2011	20,543.95
21407	JOHNSON PH D, VIVIAN	07/20/2011	250.00
21408	JOSTENS/AMIOT SCHOLASTIC RECOG	07/20/2011	15,026.05
21409	K PEARSON MECHANICAL LLC	07/20/2011	35,400.00
21410	KENNEDY & GRAVEN SCHOOL LAW SE	07/20/2011	85.00
21411	KOECKERITZ, JEANNE	07/20/2011	39.98
21412	KOTILINEK, FAY	07/20/2011	55.86
21413	KOWALSKIS MARKET	07/20/2011	167.63
21414	KOWITZ, MARY J	07/20/2011	26.67
21415	L'ALLIER CONCRETE INC	07/20/2011	6,515.00
21416	LAW, DAVID W	07/20/2011	109.98
21417	LOFFLER COMPANIES INC	07/20/2011	2,571.72
21418	LOGOS SCHOOL	07/20/2011	225.00
21419	L T G POWER EQUIPMENT	07/20/2011	1,086.80
21420	LUNDBERG, ROBERT A	07/20/2011	29.96
21421	M.A. APPAREL & PROMOTIONS	07/20/2011	1,842.47
21422	MAD SCIENCE OF MINNESOTA	07/20/2011	935.00
21423	MAHONEY, SUSAN	07/20/2011	55.62
21424	MALLOY/MONTAGUE/KARNOWSKI & CO	07/20/2011	5,500.00
21425	MARTIN-MCALLISTER	07/20/2011	500.00
21426	MASA	07/20/2011	810.00
21427	MN ASSOC OF SCHOOL MAINTENANCE	07/20/2011	481.00
21428	MCCOLLOUGH, MICK	07/20/2011	24.98
21429	MCDOWELL, ROBERT C	07/20/2011	75.92
21430	MCGARTHWAITE, NICOLE M	07/20/2011	53.96
21431	MCQUAY INTL	07/20/2011	321.32
21432	MERHAR BRIAN	07/20/2011	212.36
21433	MN ELEMENTARY SCH PRIN ASSOC	07/20/2011	3,504.00
21434	METRO SCHOOL BUS MAINTENANCE A	07/20/2011	180.00
21435	MIDWEST BUS PARTS INC	07/20/2011	1,539.96
21436	MINNSPRA	07/20/2011	75.00
21437	MINVALCO INC	07/20/2011	326.88

Check Nbr	Vendor Name	Check Date	Check Amount
21438	MN ASSOC OF SECONDARY SCHOOL P	07/20/2011	3,225.00
21439	MN SWORD PLAY	07/20/2011	780.00
21440	MN SCHOOL AGE CARE ALLIANCE	07/20/2011	280.00
21441	MONTESSORI OUTLET	07/20/2011	94.74
21442	MN SCHOOL BOARDS ASSN	07/20/2011	11,726.00
21443	NARDINI FIRE EQUIPMENT CO INC	07/20/2011	385.65
21444	NATL COUNCIL FOR THE SOCIAL ST	07/20/2011	139.00
21445	NATL SCHOOL PUBLIC RELATIONS A	07/20/2011	250.00
21446	NEFF, KELLY B	07/20/2011	43.96
21447	NEW VISION PRINTING	07/20/2011	603.52
21448	NIENHUIS MONTESSORI USA INC	07/20/2011	459.44
21449	NORTH CENTRAL BUS SALES	07/20/2011	272,469.48
21450	NORTH CENTRAL TRUCK EQUIPMENT	07/20/2011	739.18
21451	NORTHEAST METRO INTERMEDIATE D	07/20/2011	14,461.50
21452	OFFICE DEPOT	07/20/2011	239.60
21453	Vendor Continued Check	07/20/2011	0.00
21454	ON SITE SANITATION INC	07/20/2011	1,544.90
21455	ORKIN INC	07/20/2011	13,963.49
21456	OXYGEN SERVICE CO INC	07/20/2011	18.90
21457	PIERRE, CHRISTINA	07/20/2011	875.97
21458	PITNEY BOWES PURCHASE POWER	07/20/2011	527.98
21459	PLASTER, MARK A	07/20/2011	32.13
21460	POSTMASTER	07/20/2011	214.85
21461	PREMIUM PAINTING SERVICES LLC	07/20/2011	22,250.00
21462	PROFESSIONAL ASSOC IN EDUCATIO	07/20/2011	90.00
21463	PROPERTY PROPS	07/20/2011	1,563.80
21464	QWEST	07/20/2011	259.32
21465	RAINER, LORI	07/20/2011	175.00
21466	RATWIK ROSZAK & MALONEY PA	07/20/2011	13,530.13
21467	REASON	07/20/2011	89,039.60
21468	REBYL SPORTS INC	07/20/2011	318.00
21469	RIDDELL INC	07/20/2011	571.79
21470	RIEBAU, PATRICIA ANN	07/20/2011	167.79
21471	S & S WORLDWIDE	07/20/2011	197.89
21472	SAFETY-KLEEN CORP	07/20/2011	375.32
21473	SAFEWAY DRIVING SCHOOL	07/20/2011	7,440.00
21474	SAINTS NORTH MAPLEWOOD	07/20/2011	575.50
21475	SAM'S CLUB/GEMB	07/20/2011	40.44
21476	SAM'S CLUB/GEMB	07/20/2011	569.25
21477	SAVE	07/20/2011	50.00
21478	SCAN AIR FILTER INC	07/20/2011	130.12
21479	SCHARBER & SONS	07/20/2011	131.96
21480	SCHMIDT, NOEL	07/20/2011	315.66
21481	SCHOLASTIC MAGAZINES	07/20/2011	407.00
21482	SCHOOL HEALTH CORP	07/20/2011	197.58
21483	SCHOOL SPECIALTY	07/20/2011	7,119.10
21484	SEEVER, GRAY	07/20/2011	165.00
21485	SENTRY SYSTEMS INC	07/20/2011	310.00
21486	SFM	07/20/2011	82,842.00
21487	SHEPARD, DOUGLAS E	07/20/2011	399.99

Check Nbr	Vendor Name	Check Date	Check Amount
21488	SOLARWINDS	07/20/2011	995.00
21489	STEADLAND, KEITH	07/20/2011	20.30
21490	STILLWATER EXPRESS SOLUTIONS	07/20/2011	360.00
21491	SUPERIOR AUTOMOTIVE	07/20/2011	2,150.00
21492	TDS METROCOM - MN	07/20/2011	6,793.38
21493	TENNANT, MELISA	07/20/2011	146.21
21494	TERRA GENERAL CONTRACTORS	07/20/2011	33,483.92
21495	TIERNEY BROTHERS INC	07/20/2011	2,034.00
21496	TOYOTA-LIFT OF MINNESOTA	07/20/2011	549.00
21497	CITY OF VADNAIS HEIGHTS	07/20/2011	2,265.53
21498	VERIZON WIRELESS	07/20/2011	39.47
21499	VERTICAL ENDEAVORS INC	07/20/2011	125.91
21500	VETTE, MARISA AA	07/20/2011	207.97
21501	WHITE BEAR BOWL	07/20/2011	324.00
21502	WHITE BEAR GLASS INC	07/20/2011	480.00
21503	WHITE BEAR RENTAL EQUIPMENT	07/20/2011	47.52
21504	WHITE BEAR LAKE (CITY OF)	07/20/2011	3,851.55
21505	XEROX CORPORATION	07/20/2011	461.30
21506	YMCA OF GREATER SAINT PAUL	07/20/2011	81,806.09
21507	YOGA DEVOTION LLC	07/20/2011	550.00
21508	ZAHL PETROLEUM MAINTENANCE CO	07/20/2011	272.78

171 Computer Check(s) For a Total of 1,631,509.77

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	171	Computer	Checks For a Total of	1,631,509.77
Total For	171	Manual, Wire Tran, ACH & Computer	Checks	1,631,509.77
Less	0	Voided	Checks For a Total of	0.00
		Net Amount		1,631,509.77

Payroll

Check Nbr	Vendor Name	Check Date	Check Amount
21509	AMERICAN FUNDS	07/25/2011	7,978.88
21510	AMERIPRISE FINANCIAL SERVICES	07/25/2011	2,166.64
21511	AXA EQUITABLE	07/25/2011	3,198.34
21512	EDUCATION MN ESI BILLING TRUST	07/25/2011	2,883.48
21513	IUOE #70	07/25/2011	1,236.89
21514	MESSERLI & KRAMER PA	07/25/2011	287.61
21515	METROPOLITAN LIFE	07/25/2011	851.67
21516	MN CHILD SUPPORT	07/25/2011	1,322.55
21517	MN DEPT OF REVENUE	07/25/2011	423.00
21518	SCHOOL SERVICE EMPLOYEES	07/25/2011	674.56
21519	VANGUARD SMALL BUSINESS SERVIC	07/25/2011	3,645.83
11	Computer	Check(s) For a Total of	24,669.45

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	11	Computer	Checks For a Total of	24,669.45
Total For	11	Manual, Wire Tran, ACH & Computer	Checks	24,669.45
Less	0	Voided	Checks For a Total of	0.00
		Net Amount		24,669.45

Check Nbr	Vendor Name	Check Date	Check Amount
21520	AARP DRIVER SAFETY PROGRAM	07/28/2011	178.00
21521	ACCESS COMMUNICATIONS INC	07/28/2011	101.25
21522	AMAZON	07/28/2011	3,642.97
21523	AMAZON	07/28/2011	178.52
21524	AMAZON	07/28/2011	1,115.33
21525	AMERICAN RED CROSS MN	07/28/2011	300.00
21526	AMERICAN RED CROSS MN	07/28/2011	387.00
21527	AMF MAPLEWOOD LANES	07/28/2011	411.22
21528	ANDERSON, AMY C	07/28/2011	39.99
21529	APPLE COMPUTER INC	07/28/2011	25,018.95
21530	APPLIED ENVIRONMENTAL SCI INC	07/28/2011	4,737.72
21531	ARCHETYPE SIGNMAKERS	07/28/2011	306.81
21532	ARROWWOOD RESORT AND CONFERENC	07/28/2011	927.71
21533	AT & T MOBILITY	07/28/2011	1,315.84
21534	AYD, RHONDA	07/28/2011	104.68
21535	BEST WESTERN WB COUNTRY INN	07/28/2011	1,874.88
21536	BOMI INTERNATIONAL	07/28/2011	610.00
21537	BRAUN INTERTEC CORPORATION	07/28/2011	841.00
21538	BUILDING RESTORATION CORPORATI	07/28/2011	20,662.00
21539	CALHOUN TECHNOLOGIES	07/28/2011	260.00
21540	CAMBIUM LEARNING INC	07/28/2011	2,741.06
21541	CARA ENTERPRISES INC	07/28/2011	550.00
21542	CARROT-TOP INDUSTRIES INC	07/28/2011	100.99
21543	CDW GOVERNMENT INC	07/28/2011	999.49
21544	CERTIFIED LABORATORIES	07/28/2011	577.73
21545	CITI-CARGO & STORAGE CO INC	07/28/2011	125.00
21546	CLIMB THEATRE	07/28/2011	1,241.00
21547	COMCAST	07/28/2011	33.95
21548	COMSTOCK & SONS INC	07/28/2011	3,057.00
21549	CONSTRUCTIVE PLAYTHINGS	07/28/2011	46.99
21550	CONTINENTAL RESEARCH CORP	07/28/2011	441.26
21551	COOL AIR MECHANICAL	07/28/2011	3,198.22
21552	COOPS SPORTSWEAR	07/28/2011	699.00
21553	COPY IMAGES INC	07/28/2011	573.32
21554	COPY IMAGES INC	07/28/2011	294.80
21555	CRESS, ROMAN W	07/28/2011	540.00
21556	CUB FOODS OF WHITE BEAR TWSHP	07/28/2011	583.30
21557	CUMMINS NPOWER LLC	07/28/2011	1,692.76
21558	Vendor Continued Check	07/28/2011	0.00
21559	DALCO CORPORATION	07/28/2011	2,693.62
21560	DELTA DENTAL PLAN OF MN	07/28/2011	63,314.90
21561	DEVETTER DESIGN GROUP	07/28/2011	4,690.50
21562	DODGE OF BURNSVILLE	07/28/2011	23,583.40
21563	DON STEVENS INC	07/28/2011	644.75
21564	DOOR SERVICE COMPANY	07/28/2011	31,635.00
21565	E.L. REINHARDT COMPANY INC	07/28/2011	56.70
21566	EDUCATION TO GO	07/28/2011	124.50
21567	ELECTRO WATCHMAN INC	07/28/2011	4,446.67
21568	ESS BROTHERS AND SONS INC	07/28/2011	105.00
21569	EVERSON, MARK	07/28/2011	1,275.00

Check Nbr	Vendor Name	Check Date	Check Amount
21570	FASTENAL COMPANY	07/28/2011	80.44
21571	FOLLETT SOFTWARE COMPANY	07/28/2011	569.81
21572	FOODSMITH	07/28/2011	206.22
21573	GCS SERVICE INC	07/28/2011	398.91
21574	GEIKEN, BRENDA	07/28/2011	408.54
21575	GOLDCOM INC	07/28/2011	5,763.13
21576	GOOGLE INC	07/28/2011	14,102.00
21577	GOPHER	07/28/2011	566.95
21578	Vendor Continued Check	07/28/2011	0.00
21579	GRAINGER	07/28/2011	2,245.26
21580	GREATAMERICA LEASING CORP	07/28/2011	405.68
21581	GREEN VALUE NURSERY INC	07/28/2011	592.35
21582	GREEN, BARBARA J	07/28/2011	83.88
21583	GUSTAVE A LARSON CO	07/28/2011	232.04
21584	HD SUPPLY WATERWORKS LTD	07/28/2011	42.63
21585	Vendor Continued Check	07/28/2011	0.00
21586	Vendor Continued Check	07/28/2011	0.00
21587	HEALTHPARTNERS	07/28/2011	1,125,734.70
21588	HEINEMANN	07/28/2011	2,376.00
21589	HOGLUND BUS AND TRUCK CO	07/28/2011	353.10
21590	HUMAN SERVICES INC	07/28/2011	9,341.42
21591	HUTCHINSON, JOANNE R	07/28/2011	62.73
21592	INNOVATIVE OFFICE SOLUTIONS	07/28/2011	6,124.73
21593	JACKSON, ROBERT	07/28/2011	31.50
21594	JOHN DEERE LANDSCAPES	07/28/2011	444.24
21595	JOINING HANDS CHILD & FAMILY	07/28/2011	1,666.67
21596	JUNIOR ACHIEVEMENT OF THE UPPE	07/28/2011	1,386.00
21597	KALLGREN, BETH	07/28/2011	330.00
21598	KIMBALL MIDWEST	07/28/2011	743.49
21599	KINGS CITY RESTAURANT INC	07/28/2011	665.00
21600	KITTS, HARRY	07/28/2011	284.75
21601	LASSILA, BECKY M	07/28/2011	95.56
21602	LEE, CHARLOTTE L	07/28/2011	226.00
21603	LICHTY, JOE	07/28/2011	675.00
21604	LIDS TEAM SPORTS	07/28/2011	902.16
21605	LUNDBERG, DANIEL J	07/28/2011	143.64
21606	MACKIN EDUCATIONAL RESOURCES	07/28/2011	1,083.93
21607	MAD SCIENCE OF MINNESOTA	07/28/2011	1,275.00
21608	Vendor Continued Check	07/28/2011	0.00
21609	Vendor Continued Check	07/28/2011	0.00
21610	Vendor Continued Check	07/28/2011	0.00
21611	MADISON NATIONAL LIFE	07/28/2011	54,138.73
21612	MARANATHA CHRISTIAN ACADEMY	07/28/2011	153.40
21613	MINVALCO INC	07/28/2011	1,282.20
21614	MN COACHES INC	07/28/2011	1,175.13
21615	MN DEPT OF HEALTH	07/28/2011	15.00
21616	STATE OF MINNESOTA	07/28/2011	1,032.00
21617	MN SWORD PLAY	07/28/2011	780.00
21618	MN ZOO	07/28/2011	1,267.50
21619	MOORE, CYNTHIA	07/28/2011	879.50

Check Nbr	Vendor Name	Check Date	Check Amount
21620	MULLER FAMILY THEATRES	07/28/2011	162.50
21621	NARDINI FIRE EQUIPMENT CO INC	07/28/2011	251.05
21622	NATL GEOGRAPHY CHALLENGE	07/28/2011	70.00
21623	NATL GEOGRAPHY BEE	07/28/2011	90.00
21624	NELCO	07/28/2011	818.15
21625	NEXTEL COMMUNICATIONS	07/28/2011	710.31
21626	NGUYEN, HUONG	07/28/2011	250.00
21627	NISSSEN, BILL	07/28/2011	45.00
21628	NORTH CENTRAL TRUCK EQUIPMENT	07/28/2011	143.94
21629	OPEN ARMS OF MN	07/28/2011	350.00
21630	ORDWAY CENTER FOR PERFORMING	07/28/2011	647.50
21631	OXYGEN SERVICE CO INC	07/28/2011	216.83
21632	P B B S EQUIPMENT CORP	07/28/2011	404.43
21633	PELCO CONSTRUCTION LLC	07/28/2011	7,230.00
21634	PICHA, CHRISTINA K	07/28/2011	28.31
21635	PITNEY BOWES PURCHASE POWER	07/28/2011	212.48
21636	PLASTER, MARK A	07/28/2011	107.67
21637	PREMIER AGENDAS INC	07/28/2011	486.50
21638	RACINE, MARY	07/28/2011	125.00
21639	RAINBOW PRINTING	07/28/2011	575.90
21640	REALLY GOOD STUFF INC	07/28/2011	1,068.68
21641	REINDERS INC	07/28/2011	5,760.25
21642	RESERVE ACCOUNT	07/28/2011	5,000.00
21643	RIGHTWAY GLASS INC	07/28/2011	105.00
21644	RISING STAR STUDIOS	07/28/2011	553.00
21645	ROSSITER, DANIEL J	07/28/2011	60.00
21646	RUETTIMANN, DEANNA	07/28/2011	55.00
21647	SAINTS NORTH MAPLEWOOD	07/28/2011	513.50
21648	SCHERTZ, CLETUS	07/28/2011	123.42
21649	SCHOLASTIC MAGAZINES	07/28/2011	17.55
21650	SCHOOL SPECIALTY	07/28/2011	225.83
21651	SEARS COMMERCIAL ONE	07/28/2011	660.90
21652	Vendor Continued Check	07/28/2011	0.00
21653	SENTRY SYSTEMS INC	07/28/2011	6,080.00
21654	SHAVER, MATTHEW	07/28/2011	40.00
21655	SOCIETY FOR HUMAN RESOURCE MGM	07/28/2011	180.00
21656	SOFTERWARE	07/28/2011	525.00
21657	SPARK	07/28/2011	7,287.60
21658	SPECIALTY PROMOTIONS	07/28/2011	2,604.60
21659	STAPLES ADVANTAGE	07/28/2011	5,197.13
21660	STATE SUPPLY CO	07/28/2011	182.66
21661	STEICHENS SPORTING GOODS	07/28/2011	29.98
21662	TALLY'S DOCKSIDE	07/28/2011	720.00
21663	TESSMAN SEED CO	07/28/2011	227.94
21664	TRADE PRESS INC	07/28/2011	156.00
21665	TRANE US INC	07/28/2011	384.00
21666	TURFWERKS INC	07/28/2011	96.10
21667	TWIN CITY NURSERY INC	07/28/2011	65.59
21668	U.S. ENERGY SERVICES INC	07/28/2011	4,764.66
21669	UHL CO INC	07/28/2011	338.00

Check Nbr	Vendor Name	Check Date	Check Amount
21670	WABASH VALLEY MFG INC	07/28/2011	11,502.78
21671	WASTE MANAGEMENT OF WI-MN	07/28/2011	1,938.05
21672	WAY COOL COOKING SCHOOL	07/28/2011	812.50
21673	WHITE BEAR BOWL	07/28/2011	544.00
21674	WHITE BEAR GLASS INC	07/28/2011	807.00
21675	WHITE BEAR RENTAL EQUIPMENT	07/28/2011	53.46
21676	WEEKLY READER	07/28/2011	43.95
21677	WILL, JENNIFER	07/28/2011	30.00
21678	WRS GROUP LTD	07/28/2011	163.41
21679	XCEL ENERGY	07/28/2011	53,474.05
21680	XEROX CORPORATION	07/28/2011	250.47
21681	YMCA CAMP WIDJIWAGAN	07/28/2011	200.00
21682	YOUNKER, KATHRYN R	07/28/2011	163.95
163	Computer	Check(s) For a Total of	1,579,378.28

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	163	Computer	Checks For a Total of	1,579,378.28
Total For	163	Manual, Wire Tran, ACH & Computer	Checks	1,579,378.28
Less	0	Voided	Checks For a Total of	0.00
		Net Amount		1,579,378.28

RESOLUTION FOR ACCEPTANCE OF GIFTS

WHEREAS, the School Board believes it necessary and appropriate to accept the gifts that are reflected upon the following pages; and

WHEREAS, these gifts are consistent with State laws, School Board policy, and administrative practices; and

WHEREAS, acceptance of these gifts are consistent with the mission and educational programs of the White Bear Lake Area Schools; and

THEREFORE BE IT RESOLVED, that the School Board authorizes the acceptance and use of the following gifts:

AGENDA ITEM: **Acceptance of Gifts**

MEETING DATE: **August 8, 2011**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Pete Willcoxon, Sr.**
Executive Director of Business Services

Donation	Donor	Recipient
\$100 for school supplies	Pauline Havenor	White Bear Lake Area Public Schools
\$42.42	Coca-Cola	Willow Lane Elementary
\$32.44	Cory Huberty	White Bear Lake Area Schools ECFE Program
\$73.00 for Angel Fund	Coca-Cola	White Bear Lake Area Public Schools
\$4,190.05	Wells Fargo Foundation Educational Matching Gift Program	White Bear Lake Area High School North Campus
\$201.95 for Band Boosters	Wells Fargo Foundation Educational Matching Gift Program	White Bear Lake Area High School North Campus
\$404	Wells Fargo Foundation Educational Matching Gift Program	Willow Lane Elementary
\$198.78	Coca-Cola	Area Learning Center
\$25.53	Coca-Cola	Area Learning Center
\$3,000	Wells Fargo Foundation Educational Matching Gift Program	Sunrise Park Middle School
\$126.75	Deans Food Company	Oneka Elementary
\$62.73	Coca-Cola	Oneka Elementary
\$200	Midwest Golf Domes Management, Inc.	White Bear Lake Area High School Boys' Golf Program
\$100	Birch Lake Animal Hospital	White Bear Lake Area High School Boys' Wrestling Program
\$100	Imperial Tool, Inc.	White Bear Lake Area High School Boys' Wrestling Program

\$200	VMC Enterprises, LLC DBA McDonald's	White Bear Lake Area High School Boys' Wrestling Program
\$50 for Homecoming	Hisdahl, Inc.	White Bear Lake Area High School

RECOMMENDATION: Accept donations.

AGENDA ITEM: Field Trip Request

MEETING DATE: August 8, 2011

SUGGESTED DISPOSITION: Consent Agenda

CONTACT PERSON(S): David Law, Assistant Superintendent

Background:

School Board Policy #610 – Field Trips requires School Board approval of any overnight field trip. The following field trips are being presented by the administration to the School Board for approval.

Date of Trip and Destination	Requesting Staff Member	Grade/Team	Number of School Days Missed	Number of Students Attending	Total Cost per Student and Source of Revenue	Means of Transportation	Purpose of Field Trip
Friday, 8/19/11 - Saturday 8/20/11 Duluth, Minnesota	John Sanny	Girls' Varsity/JV/C Tennis Team	0	35-40	Total cost to student: \$55	Bussette	Annual Match Play Tournament vs. Duluth East, Virginia, and Hastings High Schools.
Wednesday, 9/21/11 - Friday 9/23/11 Deep Portage, MN	Max DeRaad	Otter Lake Elementary School 1- 5 th Grade Students	3	95	Total cost to student: \$180 Source: Any fund-raising by student will reduce their cost	Chartered buses	Environmental studies that tie into the 5 th grade science curriculum.
Thursday, 4/26/12 - Sunday, 4/29/12 New York City, New York	Shannon Anderson	South Campus Band	2	80-100	Total cost to student: \$1,000-\$1,200 Source: Any fund-raising by student will reduce their cost	Airplane and coach bus	Enhance the music education and lives of students by exposing them to the sites, varied cultures, and sounds of New York City. Tour will include site seeing, performing, a clinic with a music professional, a Broadway musical, a professional jazz concert, and a professional classical concert.

Recommendation: Administration recommends the School Board approve the field trips.

RESOLUTION FOR HUMAN RESOURCES ITEMS

WHEREAS, the School Board believes it necessary and appropriate to approve the human resources items that are reflected upon the following pages; and

WHEREAS, that human resources items, A-5(f), as revised be approved on the premise that they conform to previously Board approved actions or contractual agreements.

THEREFORE BE IT RESOLVED, that the School Board authorizes the approval of the human resources items listed in Consent Agenda Items A-5(f).

INDEPENDENT SCHOOL DISTRICT NO.624
Department of Human Resources

RETIREMENT - CLASSIFIED STAFF

JOAN CERMAK – Production Clerk, Sunrise Middle School

Employed by District 624 since 09/05/1979

Effective Date: 08/01/2011

RESIGNATIONS - CLASSIFIED STAFF

MARTHA CHARPENTIER – AV/Computer Assistant, North Campus

Employed by District 624 since 08/19/2009

Effective Date: 07/11/2011

NICHOLAS NITTI – Pupil Support Assistant, Transition Plus

Employed by District 624 since 09/01/2005

Effective Date: 07/22/2011

MATTHEW RIEBOW – Program Assistant Leader

Employed by District 624 since 09/07/2010

Effective Date: 07/22/2011

RESIGNATIONS - CERTIFIED STAFF

BRETT CARLSON – Social Studies Teacher, North Campus

Employed by District 624 since 08/21/2008

Effective Date: 07/28/2011

EMILY LARSEN – Mathematics Teacher, North Campus

Employed by District 624 since 08/23/1999

Effective Date: 07/11/2011

CHANGE IN CONTINUING CONTRACT - CERTIFIED STAFF

THOMAS WHITE – Social Worker, North Campus

From .50 f.t.e. to a 1.00 f.t.e.

Effective Date: 2011-2012 School Year

LEAVE OF ABSENCE - CERTIFIED STAFF

STEPHANIE COLORES – .7 Spanish Teacher, Sunrise Middle School

Employed by District 624 since 08/26/2010

Effective Date: 2011-2012 School Year

INDEPENDENT SCHOOL DISTRICT NO.624
Department of Human Resources

PART-TIME LEAVE REQUEST - CERTIFIED STAFF

JANE EDGELL – ECSE Teacher, Normandy Park
.30 Leave (.70 position)
Effective Date: 2011-2012 School Year

NANCY MCGINLEY MYERS – Spanish Teacher, Central Middle School
.40 Leave (.60 position) Only if a suitable replacement is found
Effective Date: 2011-2012 School Year

NEW PERSONNEL - CLASSIFIED STAFF

MARY KASS – Pupil Support Assistant, Sunrise Middle School
\$15.85/hr. 6.5 hr. /day 180 days \$18,544.50
Effective Date: 09/06/2011

JILL TONN – .5 Early Childhood Billing Clerk, Normandy Park
\$15.25/hr. 4 hr. /day 195 days \$11,895.00
Effective Date: 08/01/2011

NEW PERSONNEL - CERTIFIED STAFF

RACHEL CLARK – Business Education Teacher, South Campus
BA, Step 4 \$38,624.00
Effective Date: 2011-2012 School Year

BENJAMIN DREXLER – Mathematics Teacher, North Campus
BA, Step 1 \$35,350.00
Effective Date: 2011-2012 School Year

SARAH KNORR – Science Teacher, North Campus
BA+30, Step 1 \$37,035.00
Effective Date: 2011-2012 School Year

JENNIFER MISGEN – .5 Kindergarten Teacher, Vadnais Heights Elementary
BA, Step 1 \$17,675.00
Effective Date: 2011-2012 School Year

KENDALL RUTHERFORD – Kindergarten Teacher, Matoska International
BA, Step 2 \$36,462.00
Effective Date: 2011-2012 School Year

INDEPENDENT SCHOOL DISTRICT NO.624
Department of Human Resources

LONG TERM SUBSTITUTES - CERTIFIED STAFF

ANN BERGMAN-EWING – Special Education Teacher, Golfview ALC
BA+30, Step 12 \$55,051.00
Effective Date: 2011-2012 School Year

MICHELE GREENHALGH – .7 Language Arts Teacher, North Campus
BA+30, Step 1 \$25,924.50
Effective Date: 2011-2012 School Year

RENEE HOLT – Special Education Teacher, Central Middle School
BA+15, Step 2 \$37,366.00
Effective Date: 2011-2012 School Year

SETH SALENGER – Mathematics Teacher, Golfview ALC
MA, Step 4 \$43,704.00
Effective Date: 2011-2012 School Year

NEW PERSONNEL – NON AFFILIATED

DANIELLE MICKELSON – Early Childhood Supervisor, Normandy Park
\$65,000.00 for 210 days
Effective Date: 08/08/2011

OTHER – CHANGE IN ASSIGNMENTS

CAROL TARSA – Administrative Intern (TOSA), North Campus. The Superintendent's recommended candidate for the position of Administrative Intern/Teacher on Special Assignment at North Campus for the 2011-2012 school year. The contract is for an effective date of August 1, 2011.

B. PUBLIC FORUM

During the Public Forum any person may address the School Board on a topic of interest or concern. Listed below are the new procedures for the six month (December, 2011 through May, 2011) Public Forum pilot.

1. Public Forum will follow the Procedural Items on the agenda.
2. Public Forum will be open for 30 minutes (3 minutes per speaker, 10 minutes per topic, and no more than 3 speakers per topic as a general rule. Comments should be brief, and repetition of other public comments should be avoided.
3. Those wishing to address the Board should fill out a card to be turned into the Clerk.
4. Questions may be asked on any topic, excluding those on the agenda.
5. School District policy and data privacy laws preclude the Board from publicly discussing personnel matters or data, including information, which, if discussed in a public meeting could violate law or policy. Under School Board Policy 206, complaints or concerns regarding individual school district employees should be presented in writing to school administration and signed by the person making the complaint.
6. An attempt will be made to answer questions. In those cases where an answer is not available or is not possible to give that evening, a phone call from someone in the administration will be made as a follow-up.
7. A handout on the purpose of school board meetings and the meeting process is available.
8. Citizens may be asked to address the school board on a particular subject during the discussion of that item.
9. The Chair will attempt to reasonably honor requests to speak, but shall also exercise discretion to recognize time restraints and may limit the number of such presentations accordingly.

C. INFORMATION ITEMS

AGENDA ITEM: **Superintendent's Report**
MEETING DATE: **August 8, 2011**
SUGGESTED DISPOSITION: **Information Item**
CONTACT PERSON(S): **Dr. Michael J. Lovett, Superintendent of Schools**

BACKGROUND:

Dr. Lovett will provide information on current issues and events pertaining to the White Bear Lake Area Public School District.

AGENDA ITEM: Acknowledge Award of Excellence from the
National Public Relations Association

DATE: August 8, 2011

SUGGESTED DISPOSITION: Information Item

CONTACT PERSON(S): Marisa Vette, Director of Communications
and Community Relations

BACKGROUND:

The White Bear Lake Area School Board will officially receive awards the District has received for communications pieces at the August School Board meeting.

White Bear Lake Area Schools recently received the following awards from the National School Public Relations Association:

- Award of Merit in the Marketing Materials category for the 2011-12 Registration materials
- Award of Merit in the Calendar category for the 2010-11 Activities Calendar.
- Award of Excellence in the Annual Report category for our 2009-10 Annual Report. The District is one of only seven in the nation, and the only one in the Midwest, to receive this award.

NSPRA's Publications and Electronic Media Awards recognize outstanding education publications, e-newsletters, electronic media programs, radio/TV/cable, CD/DVD programs, and Internet web sites nation-wide.

Earlier in the spring, the District received the following Star Awards in the Communication Product Award category from Minnesota School Public Relations Association:

- 2010-11 Activities Calendar
- Monthly Community e-Newsletter

Star Awards recognize outstanding education publications and electronic media programs in Minnesota.

AGENDA ITEM: Highlights of Summer Programs

DATE: August 8, 2011

SUGGESTED DISPOSITION: Information Item

CONTACT PERSON(S): Michael J. Lovett, Superintendent

BACKGROUND:

At this meeting we will highlight two outstanding summer programs unique to White Bear Lake Area Schools.

We will give special attention to the Summer Engineering Academy for middle school students, which includes our first girls' engineering camp. These engineering programs are part of our *Project Lead the Way* STEM initiatives.

Secondly, we will highlight our high school German school partnership. Fay Kotilinek, a German teacher in our high school program and students in our German language program will be present to talk about their summer trip to Germany and about our on-going partnership with a school in Leipzig, Germany.

Finally, we will also provide a broader overview of the other programs offered this summer, both through our Community Services and Recreation programs and our regular education summer programs.

D. DISCUSSION ITEMS

AGENDA ITEM: Update on Measures of Student Success for the 2010-11 School Year

DATE: August 8, 2011

SUGGESTED DISPOSITION: Discussion Item

CONTACT PERSON(S): Michael Lovett, Superintendent
David Law, Assistant Superintendent
Mary McGrane, Student & Instructional Assessment and Accountability Coordinator

BACKGROUND:

This summer members of the administration and teaching staff have been carefully reviewing measures of student progress and achievement for the 2010-11 school year. Some data has already been reported to the public. For example, in the State GRAD writing test administered to ninth graders, White Bear Lake's percentage of students passing increased from 94% in 2009-10 to 96% for 2010-11. This ties for the highest percentage of students passing in the East Metro area.

At this evening's School Board meeting we will make public the results of student growth data in mathematics and reading based on measures of academic progress (MAP testing). This is a measure of student progress used by school districts to analyze the underlying growth and progress students are making during the year. Unlike the state testing done for graduation requirements (MCA tests) under No Child Left Behind requirements, MAP tests for progress are used by teachers almost immediately to adjust instructional strategies and help students improve.

This evening's report will highlight student achievement and give some basis of comparisons with previous years. At future School Board meetings and work-study sessions the District will continue to report data as it becomes available.

RECOMMENDATION:

That the School Board receive a report on Measures of Student Success for the 2010-11 School Year and ask questions as appropriate.

SUMMARY OF STUDENT PERFORMANCE DATA REPORTED AT THE AUGUST 8, 2011 SCHOOL BOARD MEETING

Measure of Student Growth

This evening we will be reporting on measures of student growth during the 2010-11 school year. The MAP (Measures of Academic Progress) assessment given to students in grades 1 through 10 is a commonly reported source of data on achievement growth, and is one of our most important leading indicators on how our students are doing.

Generally, the MAP test is given to students during a testing window in the fall, again in the winter for grades 1 through 8, and then for grades 1-10 in the spring. Each time after the test, the teacher is able to access the results and identify individual student and group progress. Our teachers work together to devise strategies to intervene and support continued student growth.

Results for 2010-11

2010-11 school year saw a continuation of the outstanding student progress in both mathematics and reading in all grades one through ten.

For White Bear Lake Area School District students, average growth grades 1 through 10 in mathematics was 159.2 (one year, seven months), and average growth grades 1 through 10 in reading was 140.6 (one year, five months). For the second straight year mathematic growth is exceptional at every level with all grades significantly above the national growth level, with grade five close to two full years of growth.

AGENDA ITEM: **School Board/Superintendent Goals for 2011-12**
MEETING DATE: **August 8, 2011**
SUGGESTED DISPOSITION: **Discussion Item**
CONTACT PERSON(S): **Dr. Michael J. Lovett, Superintendent**

Background:

During the 2010-11 school year the School Board and Superintendent were guided by School Board/Superintendent goals identified in the summer of 2010 and regularly updated throughout the course of the school year. A final copy was presented at the July School Board meeting, documenting progress during the year.

In preparation for the 2011-12 school year, the School Board approved strategic planning recommendations at our June meeting. This evening we will provide the public with an update on goals currently being considered, with further discussion at the August work-study session as needed, and with action on the goals anticipated no later than the September 12 School Board meeting. In advance of the August 22 School Board work-study session, the proposed goals are being reviewed with members of the District's Leadership Team.

These goals are important in that they establish a clear framework for instructional, programmatic, financial accountability, and ongoing improvements.

Recommendations:

- 1) To review the goals and provide suggestions or feedback to the administration; the goals will be placed on the September 12 School Board meeting agenda or subsequent meetings as an operational item for action; and
- 2) The administration will provide public updates on the status of School Board/Superintendent goals for 2011-12 throughout the school year.

**White Bear Lake Area School District #624
School Board/Superintendent Goals
2011-2012**

Goal I: Implement the Strategic Plan as approved by the School Board on June 13, 2011.

Strategy I: We will develop a comprehensive understanding of our students' needs and interests to ensure students are challenged and excelling academically.

- I.1 All students will achieve grade level in reading, writing, and math by grade 4 and maintain grade level proficiency throughout their tenure in White Bear Lake Schools.
- I.2 All students will have an ongoing plan for post-secondary readiness that will be monitored from grades 6 through 12 and all students will have the academic skills to be successful in a post-secondary institution.

Strategy II: We will create and implement a plan for global experiences and relationships to further understand world connections.

- II.1 All students will expand their global perspective through the study of world language and culture at the elementary schools. (Within each school, one or more options will be available to study world language and culture)
- II.2 Secondary students will develop global understanding and competitiveness through expanded world language opportunities at the secondary level.

Strategy III: We will ensure our facilities support our district's mission and objectives.

- III.4 The District will ensure that square footage to accommodate student population and program activities are equitable for all buildings.
- III.7 Each District facility will have appropriate acoustical levels for the site.
- III.9 District facilities will be designed to allow for informational technology to be accessible by all ISD 624 employees, learners and families.

Strategy IV: We will create a district-wide culture that inspires innovation, a passion for learning, and confidence to pursue dreams.

- IV.1. The WBLAS will identify strengths and weaknesses in the areas of innovation, confidence to pursue dreams, and passion for learning.
- IV.3. Faculty will have the skills to implement collaboration, critical thinking, creativity, and communication skills within their lesson plans.
- IV.5. Self-awareness and emotional intelligence curriculum will be incorporated within the curriculum review cycle.
- IV.10. A process will be established to facilitate the collection and implementation of innovative ideas.
- IV.12. The District will enhance communication, interaction, and collaboration through the use of a web site.
- IV.13. The District will establish a learning management system to support the development and management of online coursework to allow web-based learning for staff and students.
- IV.14. A policy will be developed and presented for board approval that leverages students' access to mobile technology and use of that technology in the classroom.

Strategy V: We will build a network of partnerships to provide personal and educational growth and service opportunities for students.

- V.1. The District will implement a process that will provide a consistent method to initiate and maintain community partnerships.
- V.2. A comprehensive needs assessment will be developed and administered at every WBL school in order to provide direction to future partnerships.
- V.3. The District will create a process which aligns a partner with a compelling need or promising vision.
- V.5. The District will communicate information related to partnerships using a variety of resources.

Strategy VI: We will foster connections with and among students and staff members to ensure all feel valued, supported and understood; and we will establish an environment that cultivates understanding and respect for differences among people.

- VI.1. The District will adopt a comprehensive bullying prevention, intervention, and support program for students and staff that promotes a safe, civil, and inclusive climate and is implemented in each building, program, and service.
- VI.2. The District will increase the number of faculty and staff from culturally diverse communities to more closely reflect the diversity of the student population.
- VI.5. The District will provide programming that will continue to create an environment of understanding similarities and differences among students, staff, administration, community members, and parents.
- VI.6. The District will review and assess the current plan related to cultural competency.

Goal 2: Ongoing Financial Stewardship and Budget Management

Goal 3: Complete Next Stage of Communications and Marketing Plan for the District

Goal 4: Operational Improvements

- a. Building on the improvements made during 2010-11, prepare a program review of the district's food service program, including reviewing the most current research and findings for child nutrition, auditing our current practices and menus, and make recommendations for improvement.
- b. Design and implement a comprehensive program for recognizing students, staff, and community.

AGENDA ITEM: **Overview of 2011 Legislative Actions**
MEETING DATE: **August 8, 2011**
SUGGESTED DISPOSITION: **Discussion Item**
CONTACT PERSON(S): **Dr. Michael J. Lovett, Superintendent**

Background:

Pete Willcoxon, Executive Director of Business Services, will provide information on the most significant changes in legislation that will affect our school district. His presentation will show what the changes are, how they affect public schools, and how we are managing the changes.

Recommendation:

That the School Board receive a report on the 2011 Legislative actions and ask questions as appropriate.

AGENDA ITEM: Annual Review of School Board Policy 410, Family and Medical Leave Policy

DATE: August 8, 2011

SUGGESTED DISPOSITION: Discussion Item

CONTACT PERSON(S): Chris Picha, Director of Human Resources

BACKGROUND:

School Board Policy 410, Family and Medical Leave Policy, is being brought before the School Board this evening for an annual review required by law. There are no MSBA or cabinet requested changes to this policy.

RECOMMENDATION:

The administration recommends the School Board review this policy as required by law.

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the Family and Medical Leave Act of 1993 (FMLA) and consistent with the requirements of the Minnesota Parenting Leave laws.

III. DEFINITIONS

- A. "Active duty" or "call to active duty" means a federal call to active duty as a member of the reserve components (Army National Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve) or a retired member of the regular Armed Forces or reserve component in support of a contingency operation. For purposes of this policy, active duty or call to active duty status does not include members of the regular Armed Forces.
- B. "Contingency operation" means a military operation that is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force or which results in the call or order to, or retention on, active duty of members of the uniformed services under federal law or any other provision of law during a war or during a national emergency declared by the President of Congress.
- C. "Covered military member" means the employee's spouse, son, daughter, or parent on active duty or call to active duty status.
- D. "Covered servicemember" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

- E. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. While the 12 month of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her National Guard or Reserve military service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- F. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to covered servicemember, all such family members shall be considered the covered servicemember next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member’s child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to five days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member; and

8. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave.

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty, in the reserve component of the Armed Forces or a retired member of the regular Armed Forces or reserve component in support of a contingency operation.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.
5. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses

employed by the school district does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition; or because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

6. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
7. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
8. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
9. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
10. The school district may require that a request for leave under Paragraph IV. A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status in support of a contingency operation and the dates of active duty service. In addition, the school

district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

11. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.

B. Six-week Leave.

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a or IV.A.1.b. above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for the school district for at least 12 consecutive months and has worked an average number of hours per week equal to one-half fulltime equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

C. Twenty-six week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. For purpose of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.6., IV.A.9., and IV.A.11 shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES.

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 - a. take leave for the entire period or periods of the planned medical treatment; or
 - b. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a trimester or semester may be required to extend the leave through the end of the trimester or semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a trimester or semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the trimester or semester.
 2. If the employee begins leave for a purpose other than the employee's own serious health continue during the last five weeks of a trimester or semester, the school district may require that the leave be continued until the end of the trimester or semester if the leave will last more than two

weeks or if the employee's return from leave would occur during the last two weeks of the trimester or semester.

3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of a trimester or semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the trimester or semester.
- C. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
29 C.F.R. pt. 825 (Family and Medical Leave Act)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "M" (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)

AGENDA ITEM: Annual Review of School Board Policy 413,
Harassment and Violence

DATE: August 8, 2011

SUGGESTED DISPOSITION: Discussion Item

CONTACT PERSON(S): Chris Picha, Director of Human Resources

BACKGROUND:

School Board Policy 413, Harassment and Violence, is being brought before the School Board this evening for an annual review required by law. There are no MSBA or cabinet requested changes to this policy.

RECOMMENDATION:

The administration recommends the School Board review this policy as required by law.

413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from religious, racial or sexual harassment or violence. The school district prohibits any form of religious, racial or sexual harassment or violence.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of Independent School District No. 624 to maintain a learning and working environment that is free from religious, racial or sexual harassment or violence. The School District prohibits any form of religious, racial or sexual harassment or violence.
- B. It shall be a violation of this policy for any student or personnel of School District No. 624 to harass a student or an employee through conduct or communication of a religious, racial, or sexual nature as defined by this policy. (For purposes of this policy, school district personnel includes paid employees, school board members, agents, volunteers, contractors or other persons subject to the supervision and control of the district.)
- C. It shall be a violation of this policy for any student or employee of School District No. 624 to inflict, threaten to inflict, or attempt to inflict religious, racial or sexual harassment or violence on any student or employee.
- D. The School District will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial or sexual harassment or violence, and will take appropriate corrective action.

III. RELIGIOUS, RACIAL AND SEXUAL HARASSMENT AND VIOLENCE DEFINED

A. Sexual Harassment; Definition

- 1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature constitutes sexual harassment when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or

- b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.
 - 2. Sexual harassment may include but is not limited to:
 - a. unwelcome verbal harassment or abuse.
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of student(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property.
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of gender.
- B. Racial Harassment consists of physical or verbal conduct relating to an individual's race when the conduct:
 - 1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
 - 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 - 3. otherwise adversely affects an individual's employment or academic opportunities.
- C. Religious Harassment; Definition

Religious harassment consists of physical or verbal conduct relating to an individual's religion when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

D. Sexual violence, Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts, or the forcing of a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statute Section §609.341, include the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts of intercourse, or another.

E. Racial Violence; Definition

Racial violence is a physical act of aggression or assault or the threat of such harm upon another because of, or in a manner reasonably related to, race.

F. Religious Violence; Definition

Religious violence is a physical act of aggression or assault or the threat of such harm upon another because of, or in a manner reasonably related to, religion.

G. Assault: Definition

Assault is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or

3. the threat to do bodily harm to another with present ability to carry out the threat.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence perpetrated by a student, or an employee of the School District, or any third persons with knowledge or belief of conduct which may constitute religious, racial or sexual harassment or violence should report the alleged acts immediately to a School District official, as designated herein.
- B. The building principal is the person responsible for receiving oral or written reports of student-to-student or student-to-staff religious, racial or sexual harassment or violence at the building level. Any adult school district personnel who receives a report of religious, racial or sexual harassment or violence shall inform the building principal immediately. The building principal is responsible for taking appropriate action per District guidelines.
- C. The building principal or building supervisor is the person responsible for receiving oral or written reports of staff-to-student or staff-to-staff religious, racial or sexual harassment or violence at the building level. Any adult school district personnel who receives a report of religious, racial or sexual harassment or violence shall inform the building principal immediately. Upon receiving a report involving a staff member, the building principal must notify the school district human rights officer immediately, without screening or investigating the report. Upon request, the building principal or supervisor will assist the district human rights officer in any investigation and determination of actions taken. If the complaint involves the building principal or supervisor, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by reporting party or complainant.
- D. District-Wide: The School Board shall annually designate the District Human Rights Officers as the responsible authorities for receiving reports of religious, racial or sexual harassment or violence directly from an individual, employee, or alleged victim and also from the building principals as outlined above.
- E. The names of the District's Human Rights Officers shall be conspicuously posted in each building within the School District together with mailing addresses and phone numbers.
- F. Submission of good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.
- G. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

V. INVESTIGATION

- A. By authority of the School Board, building principals shall investigate and take corrective action per district directives for student-to-student, student-to-staff, and, when requested by the District Human Rights Chairperson, staff-to-student allegations of religious, racial or sexual harassment or violence.
- B. By authority of the School Board, the District Human Rights Officers shall, upon receiving a report of alleged religious, racial or sexual harassment or violence on the part of an employee, conduct, at the request of the District's Human Rights Chairperson, an investigation and make a written recommendation within thirty (30) days to the Superintendent of Schools, or if necessary, directly to the School Board.
- C. In determining whether alleged conduct constitutes harassment or violence, the District's Human Rights Officers Should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant(s), pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged religious, racial, or sexual harassment or violence.
- E. The investigation will be completed as soon as practicable. The Director of Personnel shall chair any investigation by the District's Human Rights Officers. A written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon receipt of findings from the District Human Rights Officers that probable cause exists to credit the allegations of religious, racial or sexual harassment or violence, the School Board shall take action based on the report and recommendation of the District's Human Rights officers or it may conduct its own investigation into the charges.
- B. If the School Board chooses to conduct its own investigation, such investigation must be completed within thirty (30) days of receipt by the Superintendent or School Board of the finding of the District's Human Rights Officers.
- C. Any School District action taken pursuant to this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota Statutes,

and School District policies. The School District will take such disciplinary action it deems necessary and appropriate, including warning, suspension or termination to end religious, racial or sexual harassment or violence and prevent its recurrence.

- D. The result of the investigation of each complaint filed under these procedures shall be reported to the complainant by the School District. The complainant will be informed of any disciplinary action taken as a result of the complaint.
- E. In the event an allegation of harassment or violence is proved to be frivolous or one that has no basis in fact, the person making the allegation will be informed. Persons who repeatedly make improper allegations shall be disciplined.

VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial or sexual harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES.

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)

Cross References: WBLASB Policy 102 (Equal Educational Opportunity)
WBLASB Policy 403 (Discipline, Suspension and Dismissal of School District Employees)

WBLASB Policy 406 (Public and Private Personnel Data)
WBLASB Policy 414 (Mandated Reporting of Child Neglect or Physical
or Sexual Abuse)
WBLASB Policy 506 (Student Discipline)
WBLASB Policy 525 (Violence Prevention)

INDEPENDENT SCHOOL DISTRICT NO. 624
RELIGIOUS, RACIAL OR SEXUAL HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Religious, Racial or Sexual Harassment

Independent School District No. 624 maintains a firm policy prohibiting all forms of discrimination. Religious, racial or sexual harassment or violence against students or employees is discrimination. All persons are to be treated with respect and dignity. Sexual violence, sexual advances or other forms of religious, racial or sexual harassment by any pupil, teacher, administrator or other school personnel, which create an intimidating, hostile or offensive environment will not be tolerated under any circumstances.

Complainant _____
Home Address _____
Work Address _____
Home Phone _____ Work Phone _____

Date of Alleged Incident(s) _____

Circle as appropriate **sexual** \ **racial** \ **religious**.

Name of person you believe harassed or was violent toward you or another person.

If the alleged harassment or violence was toward another person, identify that person.

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e. threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.)

Where and when did the incident(s) occur?

List any witnesses that were present:

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

(Complainant Signature)

(Date)

Received by _____

(Date)

413 HARASSMENT AND VIOLENCE *White Bear Lake Area School District #624 Policy 413
Addendum A*

Human Rights Officers for the 2011-2012 School Year are:

Chris Picha, Director of Human Resources

Barb Kearn, Principal of Willow Lane Elementary School

Max DeRaad, Principal of Otter Lake Elementary School

Brian Leonard, Associate Principal at South Campus

AGENDA ITEM: Annual Review of School Board Policy 415,
Mandated Reporting of Maltreatment of
Vulnerable Adults

DATE: August 8, 2011

SUGGESTED DISPOSITION: Discussion Item

CONTACT PERSON(S): Chris Picha, Director of Human Resources
Kathleen Daniels, Director of Special Services

BACKGROUND:

School Board Policy 413, Mandated Reporting of Maltreatment of Vulnerable Adults, is being brought before the School Board this evening for an annual review required by law. There are no MSBA or cabinet requested changes to this policy.

RECOMMENDATION:

The administration recommends the School Board review this policy as required by law.

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school district to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. It shall be a violation of this policy for any school personnel to fail to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or who has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. "Mandated Reporters" means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. "Neglect" means failure or omission by a caregiver to supply a vulnerable adult with care of service, including but not limited to food, clothing, shelter, health care or supervision; which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.

- D. "Abuse" means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat § 626.5572, Subd. 2.
- E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- F. "Vulnerable Adult" means any person 18 years of age or older who is a resident or inpatient of a facility, or who receives services at or from a licensed facility which serves adults who receive services at or from a licensed home care provider or who regardless of residence or type of service received, is unable adequately provide the person's own care or protect the person from maltreatment without assistance because of impairment of mental or physical function or emotional status.

- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement or other caretaking services of vulnerable adults.
- I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the designated county entity.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caretaker, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *no public data* as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected neglect or abuse of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting or who intentionally fails to provide all the material circumstances surrounding the reported incident is guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report, is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive

damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks where appropriate.
- B. The school district will develop a method of discussing this policy with employees where appropriate.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. § 609.234 (Crimes Against the Person)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: WBLASB Policy 103 (Complaints-Students, Employees, Parents, Other Persons)
WBLASB Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee or Student)
WBLASB Policy 403 (Discipline Suspension and Dismissal of School District Employees)
WBLASB Policy 406 (Public and Private Personnel Data)
WBLASB Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

AGENDA ITEM: First Reading of School Board Policy 515, Protection and Privacy of Pupil Records

DATE: August 8, 2011

SUGGESTED DISPOSITION: Discussion Item

CONTACT PERSON(S): David Law, Assistant Superintendent
Marisa Vette, Director of Communications and Community Relations

BACKGROUND:

School Board Policy 515, Protection and Privacy of Pupil Records, is required for annual review. MSBA had a few grammatical changes that does not change the context of the policy and cabinet requested no changes.

RECOMMENDATION:

To review the policy and provide suggestions or feedback to the administration, which the policy placed on the September 12 School Board meeting agenda or subsequent meetings as an operational item for action.

Adopted: September 8, 1997
Revised: June 12, 2000
Revised: April 9, 2001
Revised: September 9, 2002
Revised: May 9, 2005
Revised: November 8, 2007
Revised: January 14, 2008
Revised: March 8, 2010

*White Bear Lake Area
School District #624 Policy 515*

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. §1232g, *et seq.*, (Family Educational Rights and Privacy Act **[FERPA]**) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and Minn. Rules Pts. 1205.0100 - 1205.2000.

III. DEFINITIONS

A. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for authorized recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

B. Dates of Attendance

“Dates of attendance”, as referred to in “Directory Information”, means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, satellite, internet or other electronic communication technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student’s attendance at a school or schools in the school district.

C. Directory Information

“Directory information” means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to: the student’s name, photograph, date, major field of study, dates of attendance, grade level, enrollment status (i.e., full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and the most recent educational agency or institution attended. Directory information does not include a student’s social security number or a student’s identification number (“ID”) if the ID may be used to access education records without use of one or more factors that authenticate the student’s identity such as a personal identification number, password, or other factor known or possessed only by the authorized user. It also does not include personally identifiable data which references religion, race, color, social position, or nationality. Data collected from nonpublic school students, other than those who receive shared time educational services, shall not be designated as directory information unless written consent is given by the student’s parent or guardian.

D. Education Records

1. What constitutes "education records". Education records mean those records which: (1) are directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
2. What does not constitute an education records. The term "education records" does not include:
 - a. Records of instructional which:
 - (1) are in the sole possession of the maker of the record; and
 - (2) are not accessible or revealed to any other individual except a substitute teacher; and
 - (3) are destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the school district, provided educational records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and

- (3) disclosed only to law enforcement officials of the same jurisdiction.
- c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual's capacity as an employee; and
 - (3) are not available for use for any other purpose.

However, these provisions shall not apply to records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
 - (1) made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
 - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records that only contain information about an individual after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

E. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

F. Juvenile Justice System

“Juvenile Justice System” includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

G. Legitimate Educational Interest

“Legitimate educational interest” includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
1. Perform a supervisory or instructional task directly related to the student's education; or
2. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement or student financial aid.
3. Perform a task directly related to responding to a request for data.

H. Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

I. Personally Identifiable

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other direct identifiers, such as the student's date of birth, place or birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identify of the student to whom the education record relates.

J. Record

“Record” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm and microfiche.

K. Responsible Authority

“Responsible authority” means the district’s superintendent or designee

L. Student

“Student” includes any individual who is or has been in attendance, enrolled or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district, and individuals who receive shared time educational services from the school district.

M. School Official

School official includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney or an auditor for the period of his or her performance as an employee or contractor.

N. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

O. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. **GENERAL CLASSIFICATION**

State law provides that all data collected, created, received or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all 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 ~~20 U.S.C. §1232g~~ **FERPA** and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of students' names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI of this policy.

B. Eligible Students

All rights and protections given parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the educational records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31(a).

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written **informed** consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
~~and~~
 - d. the consequences of giving informed consent; and**
 - ~~d.~~ e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;

- b. dated;
- c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
- d. specific as to the nature of the information the subject is authorizing to be disclosed;
- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for (i) life insurance or non-cancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L., which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent.

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- 1. To other school officials, including teachers, within the school district whom the school district determines to have a legitimate educational interest in such records;
- 2. To officials of other schools, school districts, or post-secondary educational institutions in which the 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. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX), suspension and expulsion information pursuant to section 4155 of the federal No Child Left Behind Act and, if applicable, data regarding a student's history of violent behavior. The record also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or §121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with section XV of this policy;

3. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
4. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;
 - c. determine conditions for the aid; or
 - d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution.

5. To state and local officials or authorities to whom such information is specifically required to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose

records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.

6. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization and the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy or return to the school district all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be returned or destroyed. For purposes of this provision, the term "organizations" includes, but is not limited to, federal, state and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five years.
7. To accrediting organizations in order to carry out their accrediting functions;
8. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
9. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek

protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism as defined in 18 U.S.C. § 2331. If in addition, if the school district initiates legal action against a parent or student it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself.

10. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, **including the mental health**, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the educational records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student.
11. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonable necessary to protect the health or safety of the student or other individuals;
12. Information the school district has designated as "directory information" pursuant to Section VII of this policy;
13. To military recruiting officers and post-secondary educational institutes pursuant to Section XI of this policy;

14. To the parent of a student who is not an eligible student or to the student himself or herself;
15. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
16. To volunteers who are determined to have a legitimate education interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
17. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. the following information about a student must be disclosed; a student's full name, home address, telephone number, date of birth; a student's school schedule, attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers.
 - b. the existence of the following information about a student, not the actual data or other information contained in the student's educational record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well

as a record of any release, must be maintained in the student's file.

18. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notice from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian, as part of the student's permanent education record released or to another school district or educational agency to which the student is transferring..
19. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minn. Stat. § 260B.171, Subd. 5. The principal must place the information in the student's educational record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher

administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's educational record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition that is not a disposition order and the county attorney or juvenile court notifies the superintendent of such action; or

20. Information provided to the school district concerning sex offenders and other individuals required to register in accordance with the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14071, and applicable federal guidelines.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. **RELEASE OF DIRECTORY INFORMATION**

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the

education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually, give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district, in writing, that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to prevent the school district from disclosing or requiring the student to disclose the student's name, identifier, or school district e-mail address in a class in which the student is enrolled.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
4. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the

responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

- a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
- b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341 to 144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Stat. § 626.556, reports pertaining to a neglected, and/or physically, and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall

be confidential and will not be made available to the parent or the subject individual by the school district. The individual subject, however, may obtain a copy of the report from either the local welfare agency, county sheriff or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minn. Stat. § 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access, upon request, to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §121A.40, *et. seq.*

XI. DISCLOSURE OF DATA TO MILITARY RECRUITMENT OFFICERS

- A. The School District will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within 60 days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C below.
- B. Data released to military recruiting officers under this provision:
 1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.
- C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority Superintendent of Schools or designee, in writing by *October 1* each year. The written request must include the following information.
 1. Name of student and parent, as appropriate;

2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to the public; including military recruiters and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonable likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees and agents of any party receiving personally identifiable information under this Section may use the information, but only for the purposes for which the disclosure was made.

B. Redisdisclosure Not Prohibited

1. Subdivision A of this Section does not prevent the school district from disclosing personally identifiable information under Section VI of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of Section VI of this policy; and
 - b. The school district has complied with the record keeping requirements of Section XIII of this policy.
2. Subdivision A of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student, or to parents or dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of director information under Section VII of this policy, disclosures to a parent or student, disclosures to parents of a dependent student, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071, inform the party to whom a disclosure is made of the requirements set forth in this section. In the event that the Family Policy Compliance Office determines that a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY, RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C of this Section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student; and

- b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
- 2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this Section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district; and
 - b. the legitimate interests under Section VI of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
- 3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1 of this policy, to requests for disclosures of directory information under Section VII of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.
- 4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or the eligible student;

- b. the school official or his or her assistants who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the recordkeeping procedures of the school district.
- 5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.
- 56. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student or an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student or the parents of an eligible student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A of this Section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A of this Section includes:

- 1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
- 2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school

district shall provide the parent or eligible student with a copy of the records requested, or make other arrangements for the parent or eligible student to inspect and review the requested records.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - a. the cost of materials, including paper, used to provide the copies;
 - b. the cost of the labor required to prepare the copies;
 - c. any schedule of standard copying charges established by the school district in its normal course of operations;

- d. any special costs necessary to produce such copies from machine based record keeping systems, including but not limited to computers and microfilm systems; and
 - e. mailing costs.
- 2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
 - 3. The cost of providing copies shall be borne by the parent or eligible student.
 - 4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent the parent or eligible student from exercising their right to inspect or review the student's education records.
 - 5. The school district reserves the right to make a charge for copies such as transcripts it forwards to potential employers or post-secondary institutions for employment or admissions purposes. The fee for such copies and other copies forwarded to third parties with prior consent as a convenience will be \$2.00 (actual search/retrieval and copying costs) plus postage, if that is involved.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading or violates the privacy or other rights of the student may request that the school district amend those records.

- 1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
- 2. The school district shall decide whether to amend the education records of the student in accordance with the request within 30 days after receiving the request.
- 3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or

eligible student of the right to a hearing under Subdivision B of this Section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C of this Section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly, and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B of this Section shall:
 - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
 - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A and B of this Section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of the Minn. Stat. Chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices official means superintendent or designee.
- C. Any request by an individual with a disability for reasonable modifications of the School District's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by **FERPA** 20 U.S.C. §1232g, and the rules promulgated thereunder, shall be submitted in writing to the Family Policy, Compliance Office, U.S. Department of Education, 400 Maryland Avenue, S.W. Washington, D.C. 20202.

B. Content of Complaint

A complaint filed pursuant to this Section must contain specific allegations of fact giving reasonable cause to believe that a violation of **FERPA** 20 U.S.C. §1232g and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA 20 U.S.C. §1232g. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to request the amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA 20 U.S.C. §1232g, and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on 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 and that such records may include suspension and expulsion records pursuant to the federal No Child Left Behind Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English.

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification To Parents Or Eligible Students Who Are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the office of the superintendent.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40 - 121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. § 260B.171. Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. § 363A.42 (Public Records: Accessibility)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (No Child Left Behind)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 14071 (Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)

Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)

Cross References: WBLASB Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
WBLASB Policy 417 (Chemical Use and Abuse)
WBLASB Policy 506 (Student Discipline)
WBLASB Policy 519 (Interviews of Students by Outside Agencies)
WBLASB Policy 520 (Student Surveys)
WBLASB Policy 711 (Videotaping on School Bus)
WBLASB Policy 906 (Community Notification of Predatory Offenders)
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records-Privacy-Access to Data)

PUBLIC NOTICE

Independent School District No. 624 gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:
 - a. That parent or eligible student has a right to inspect and review the student's education records. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected;
 - b. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student believes to be inaccurate, misleading or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;
 - c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent;
 - d. That the school district may disclose education records to other school officials within the school district whom the school district has determined to have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance

committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a “legitimate educational interest” if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student and student health and welfare;

- e. That the school district forwards education records on request to a school in which a student seeks or intends to enroll;
- f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g, and the rules promulgated thereunder, the name and address of the office that administers the Family Education Rights and Privacy Act is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202-4605

- g. That the parent or eligible student has a right to obtain a copy of the school district’s policy regarding the protection and privacy of pupil records; and
 - h. That copies of the school district’s policy regarding the protection and privacy of school records are located on our website www.whitebear.k12.mn.us.
2. Independent School District No. 624 has adopted a school board policy in order to comply with state and federal laws regarding education records. The policy does the following:
- a. It classifies records as public, private or confidential.
 - b. It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.
 - c. It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights.

- d. It establishes procedures and regulations for access to and disclosure of education records.
 - e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.
- 3. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.
 - 4. Pursuant to applicable law, Independent School District No. 624 gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."

"Directory information" includes the following information relating to a student: the student's name; address; telephone number; date and place of birth; major field of study; participation in officially recognized activities and sports; weight and height of members of athletic teams; dates of attendance; degrees and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" does not include identifying information on a student's religion, race, color, social position or nationality.

[NOTE: The definition of directory information is found on page 515-1 of the school district's policy. This definition is intended to enumerate all information which may be classified as directory information under state and federal law. A school district may choose not to include some or all of the enumerated information as directory information. This is an important policy decision for the local school board which must balance student privacy rights against public disclosure.]

- a. **THE INFORMATION LISTED ABOVE SHALL BE PUBLIC INFORMATION WHICH THE SCHOOL DISTRICT MAY DISCLOSE FROM THE EDUCATION RECORDS OF A STUDENT.**
- b. **SHOULD THE PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT EXCEPT TO SCHOOL OFFICIALS AS PROVIDED UNDER FEDERAL LAW.**
- c. **IN ORDER TO MAKE ANY OR ALL OF THE DIRECTORY INFORMATION LISTED ABOVE "PRIVATE" (I.E. SUBJECT TO CONSENT PRIOR TO DISCLOSURE), THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE BUILDING PRINCIPAL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE LAST PUBLICATION OF THIS**

NOTICE. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

- (1) NAME OF STUDENT;**
- (2) HOME ADDRESS;**
- (3) SCHOOL PRESENTLY ATTENDED BY STUDENT;**
- (4) PARENTS LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;**
- (5) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.**

INDEPENDENT SCHOOL DISTRICT NO. 624
WHITE BEAR LAKE, MINNESOTA

Dated: _____

Chair

E. OPERATIONAL ITEMS

AGENDA ITEM: Joint Powers Agreement for Participating in Cooperative Purchasing with Roseville Area Schools, District #623

MEETING DATE: August 8, 2011

SUGGESTED DISPOSITION: Operational Item

CONTACT PERSON: Pete Willcoxon Sr.
Executive Director of Business Services

.....
Background:

I.S.D. #624 has the opportunity to join with Roseville Area Schools, District #623 in a cooperative joint purchasing agreement.

With the approval of the shared services agreement with Roseville last month, we believe that there will be opportunities in the future for both districts to save through shared buying.

.....
Recommendation:

It is recommended that the School Board approve the Joint Powers Agreements for participating in cooperative purchasing with Roseville Area Schools, District #623 as required in Minnesota Statutes 471.59.

JOINT PURCHASING AGREEMENT

This agreement is made and entered into by and between **White Bear Lake Area Schools Independent School District 624** (ISD 624) and **Roseville Area Schools Independent School District 623** (ISD 623) pursuant to the provisions of Minnesota Statute 471.59, as amended, which authorizes political subdivisions to enter into an agreement to exercise jointly the governmental powers and functions each has individually; and WHEREAS, ISD 624 and ISD 623 desire to make available to each party the administrative and financial benefits of cooperative purchasing and selling with respect to common items used by the parties; and WHEREAS, ISD 624 and ISD 623 wish to combine their purchasing powers in order to secure the most favorable terms and conditions on the purchase of equipment, materials, services and supplies;

THEREFORE, in instances where the parties agree it would be mutually advantageous, it is hereby agreed, by and between the parties hereto as follows:

1. When authorized and requested by ISD 623, ISD 624, through their purchasing department, shall:
 - a) make joint purchases for ISD 623 and ISD 624, or
 - b) permit ISD 623 to make purchases under existing ISD 624 contracts, for equipment, materials, services and supplies.
2. When authorized and requested by ISD 624, ISD 623, through their purchasing department shall:
 - a) make joint purchases for ISD 623 and ISD 624, or
 - b) permit ISD 624 to make purchases under existing ISD 623 contracts for equipment, materials, services and supplies.
3. This agreement applies to all purchases where the parties have mutually agreed to exercise this right, made through a competitive bidding process where award is made to the lowest responsible bidder.
4. When making a joint purchase, ISD 624 and ISD 623 shall first consult to ensure that requirements of both jurisdictions and the specifications for the equipment, materials, services and supplies that meet the needs of each are included.
5. After bids or other solicitations for joint purchases have been received by the designated purchasing department and a contract has been awarded to the lowest responsible bidder by the issuing party, each party to this agreement shall execute its own purchasing document with the contract vendor.
6. If the purchases are made by one party under an existing contract of the other party, each party to this agreement shall execute its own purchasing document with the contract vendor.
7. Each party shall make payment directly to the contract vendor according to the established procedures of the paying party.

8. Each party shall be separately accountable for its own expenditures of public funds made hereunder.
9. Neither party shall assume any responsibility for the accountability of funds expended by the other by the issuance of a purchase document by the other party.
10. As mutually agreed upon, the parties may share the costs associated with the shared bidding process.
11. This agreement shall be in effect until rescinded by either party.

IN WITNESS WHEREOF, ISD 624 and ISD 623 have executed this agreement to be signed and approved by the proper officers of each of the contracting parties, on the dates written below.

Independent School District No 624
White Bear Lake Area Schools

Independent School District No 623
Roseville Area Schools

Signature

Signature

Title

Title

Date:_____

Date:_____

AGENDA ITEM: Action on Food Service Bids for 2011-2012

MEETING DATE: August 8, 2011

SUGGESTED DISPOSITION: Operational Item

CONTACT PERSON: Pete Willcoxon Sr.
Executive Director of Business Services

.....

Background:

Bids for 2011-2012 food items have been received. The bid tabulation is included in the information supplied by Susan Richardson, Nutrition Services Coordinator.

Food costs continue to escalate, both because of increased food prices and increased transportation costs. However, the bids were extremely competitive with less than an \$8,000 difference in the market basket samples between the high and low bid. Items included in the analysis are an estimate and actual purchases will vary depending on need.

Administration recommends that Indianhead Foodservice Distributor, Inc. be awarded the bid for 2011-2012.

.....

Recommendation:

It is recommended that the Board approve the bid recommendation as submitted.

WHITE BEAR NUTRITION SERVICES
Summary of 2011-12 Primary Vendor Bid Results
July 13, 2011

The White Bear Nutrition Services Department has awarded Indianhead Food Service Distributor (IFD) as the primary vendor for the 2011-12 school year effective August 9, 2011.

1. Market Basket totals which reflects approximately 25% of total purchases were:

<u>Apperts</u>	<u>IFD</u>	<u>Reinhart</u>	<u>Sysco</u>	<u>Upper Lakes</u>	<u>US Foods</u>
\$322,609	\$316,606	\$319,234	\$324,166	\$316,895	\$321,248

2. IFD Reference from Ms. Jane Bender, Nutrition Director, Minnetonka Schools:
Ms. Bender highly recommends IFD as primary vendor because of their low pricing, customer and ancillary services, positive interactions with truck drivers and they will bring in any new products requested. Per Ms. Bender: "If you want to try new products, we'll bring them in".
3. Reinhart and US Foods offered no ancillary services. Apperts, Sysco and Upper Lakes offered minimal services. IFD will provide:
- ServSafe training at no cost other than supplies for staff.
 - Product testing for Student Lunch Committees in all District sites.
 - Tracking of allowances and rebates that are directly remitted to the District to submit to companies.
 - Clics system submission on commodities to the Minnesota Department of Education.
 - Will bring in any new food or supply item requested by White Bear Nutrition Services regardless of amount.
4. US Foods had a \$.50 case charge for special delivery drops while the other vendors did not. All companies had a fuel surcharge except Sysco. Upper Lakes had a \$700 or 30 case minimum per delivery drop and Sysco had a \$500 minimum delivery drop. Apperts had a 15 case minimum delivery drop the other vendors had no minimums.
5. IFD works with the Minnesota Food Service Buying Group to coordinate products and manufacturers to achieve lower pricing of food and supply items. Please notice that 18k will be saved on items in the market basket. Once menus are tweaked to use more MFSBG group items, there will be more dollars will be saved in food cost over the year.

We are looking forward to working with IFD this year and expect a successful outcome for both entities.

White Bear Lake Nutrition Services Bid Summary 2011-12						
<u>Evaluation Criteria</u>	<u>Apperts</u>	<u>Indianhead</u>	<u>Reinhart</u>	<u>Sysco</u>	<u>Upper Lakes</u>	<u>US Foods</u>
Fixed Fee	0.82	1.05	0.063	0.75	0.63	0.69
Commodity Fee 5 pt.	1.85	1.45	2.13	2.25	2.50	2.38
Market Basket Total	322,609.11	316,605.51	319,234.00	324,165.71	316,895.41	321,247.68
Low Price x 55=# pts.	53.9	55	54.5	50.0	54.5	54.2
Commodity Fee 5 pt.	4	5	3	2	1	2
Distributor experience & qualifications;past perfor/distributor reference 15 pts	10	15	10	10	5	5
Completeness of product line/volume of special orders 6 pts	6	6	6	6	6	6
Use of Technology and Innovation 10 pts	10	10	10	10	10	10
Operational Plan and Procedures 3 pts	3	3	3	3	3	3
Ability to meet Criteria by School 3 pts	3	3	3	3	3	3
Ancillary Services. Training, Student Lunch						
Committees, food testing	2	3	0	1	2	0
TOTAL	91.9	100	89.5	85.0	84.5	83.2

AGENDA ITEM: Resolution Relating to the Election of School
Board Members and Calling the School District
General Election

MEETING DATE: August 8, 2011

SUGGESTED DISPOSITION: Operational Item

CONTACT PERSON: Dave Guenther
Director of Community Services and Recreation

BACKGROUND:

This resolution has been provided by Tom Deans of Knutson, Flynn & Deans, P.A. to call the School District General Election.

Recommendation:

It is recommended that the School Board approve the attached resolution relating to election of school board members and calling the school district general election.

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD
OF INDEPENDENT SCHOOL DISTRICT NO. 624
(WHITE BEAR LAKE AREA SCHOOLS)
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 624 (White Bear Lake Area Schools), State of Minnesota, was held in said school district on August 8, 2011, at 7:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION RELATING TO ELECTION OF SCHOOL BOARD MEMBERS
AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION**

BE IT RESOLVED by the School Board of Independent School District No. 624, State of Minnesota, as follows:

1. (a) It is necessary for the school district to hold its general election for the purpose of electing three (3) school board members for terms of four (4) years each.

(b) If a primary was not required, the clerk shall include on the general election ballot the names of the individuals who file affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

(c) If a primary was required, the clerk shall include on the general election ballot the names of the nominees who were or will be chosen at the primary election as though they had been included by name in this resolution.

2. The general election is hereby called and directed to be held on Tuesday, the 8th day of November 2011, between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

3. Pursuant to Minnesota Statutes, Section 205A.11, the school district polling places and combined polling places and the precincts served by those polling places, as previously established and designated by school board resolution for school district elections not held on the day of a statewide election, are hereby designated for this general election. For those voters residing in the Cities of Lino Lakes, Maplewood and White Bear Lake, the

election will be held in conjunction with the municipal elections in that city and those voters will vote at their regular city polling places.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said general election. The notice shall specify the date of said election and the office or offices to be voted on at said general election. Any notice given prior to the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said elections to be published in the official newspaper of the school district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of the general election.

The notice of election so posted and published shall state the offices to be filled as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is hereby authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place or combined polling place on election day.

5. The clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this general election and generally to cooperate with any election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate officials regarding preparation and distribution of ballots, election administration and cost sharing.


6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system:

GENERAL ELECTION BALLOT

INDEPENDENT SCHOOL DISTRICT NO. 624 (WHITE BEAR LAKE AREA SCHOOLS)

NOVEMBER 8, 2011

INSTRUCTIONS TO VOTERS

TO VOTE, COMPLETELY FILL IN THE OVAL(S) NEXT TO YOUR CHOICE(S) LIKE THIS 

SCHOOL BOARD MEMBER

VOTE FOR UP TO THREE

☐

NAME Chris Hiniker

☐

NAME Cathy Storey

☐

NAME Lori Swanson

☐

write-in, if any

☐

write-in, if any

☐

write-in, if any

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

7. The name of each candidate for office at each election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

8. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

9. The clerk is hereby authorized and directed to provide for testing of the optical scan voting system within fourteen (14) days prior to the general election date. The clerk shall cause notice of the time and place of the test to be given at least two (2) days in advance of publication once in the official newspaper, by posting a notice, and by notifying the county or legislative district chair of each major political party.

10. The clerk is hereby authorized and directed to cause notice of the location of the counting center or the place where the ballots will be counted to be published in the official newspaper at least once during the week preceding the week of the general election and in the newspaper of widest circulation once on the day preceding the general election, or once the week preceding the general election if the newspaper is a weekly.

11. As required by Minnesota Statutes, Section 203B.121, the Board hereby establishes a ballot board to process, accept and reject absentee ballots at school district elections not held in conjunction with the state primary or state general election or that are conducted by a municipality on behalf of the school district and generally to carry out the duties of a ballot board as provided by Section 203B.127 and other applicable laws. The ballot board must consist of a sufficient number of election judges trained in the handling of absentee ballots. The ballot board may include school district staff trained as election judges. The clerk or the clerk's designee is hereby authorized and directed to appoint the members of the ballot board. The clerk or the clerk's designee shall establish, maintain and update a roster of members appointed to and currently serving on the ballot board and shall report to the Board from time to time as to its status. Each member of the ballot board shall be paid reasonable compensation for services rendered during an election at the same rate as other

election judges; provided, however, if a staff member is already being compensated for regular duties, additional compensation shall not be paid for ballot board duties performed during that staff member's duty day.

12. The clerk is hereby authorized and directed to begin assembling names of trained election judges to serve at the various polling places and combined polling places during the November 8, 2011, general election. The election judges shall act as clerks of election and submit the results to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and the tenth day following the general election.

The motion for the adoption of the foregoing resolution was duly seconded by

_____ and upon vote being taken thereon the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 624 (White Bear Lake Area Schools), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the school board of said school district duly called and held on the date therein indicated, so far as such minutes relate to the calling of the general election of said school district, and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this 8th day of August, 2011.

School District Clerk

AGENDA ITEM: Student Teacher Agreement with St. Olaf College

DATE: August 8, 2011

SUGGESTED DISPOSITION: Operational Item

CONTACT PERSON(S): Chris Picha, Director of Human Resources

BACKGROUND:

The attached contract will allow White Bear Lake Area School District to enter into an agreement with St. Olaf College for the placement of PreK-12 student teachers, which is consistent with School Board Policy 499, Student Teaching.

RECOMMENDATION:

The administration recommends the School Board to approve the student teacher agreement with St. Olaf College.

STUDENT TEACHER AGREEMENT

This Agreement ("Agreement") is made and effective as of the 13th day of July, 2011, by and between the Collection of Education, **St. Olaf College**, a post-secondary education institution located in Minnesota (hereafter referred to as "College"), and Independent School District No. 624, White Bear Lake Area Schools (hereafter referred to as "District"). The College and District are hereinafter collectively referred to as "the parties."

WHEREAS, it is the policy of the District to encourage the utilization of student teachers through agreements with approved teacher preparation institutes; and

WHEREAS, the College wishes to enter into an agreement with the District so that Student Teacher may student teach in the District,

NOW, THEREFORE, in mutual consideration of the promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. **Term.** The term of this Agreement will begin on July 1, 2011, and will end on June 30, 2013, or earlier, at the sole discretion of the District.
2. **No Employment Relationship with the District.** The parties understand and agree that any services which the Student Teacher provides to the District will be purely on a volunteer basis insofar as the District is concerned. The Student Teacher is not and will not become an employee or independent contractor of the District and the District will not provide the Student Teacher any compensation, insurance coverage, or other employment benefits.
3. **No Partnership or Joint Venture with the District.** Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. The parties are not authorized and shall have no power under this Agreement to take any action that could legally bind the other beyond the express terms of this Agreement.
4. **Absolute Right to Termination of Student Teaching Services.** The parties understand that this Agreement may be terminated at any time, effective immediately. Such termination may be with or without cause, and with or without prior warning. All parties recognize that student teaching in the District is a privilege, not a right, and that no due process rights attach to the termination of student teaching in the District.
5. **Criminal Background Check.** Consistent with School District Policy No. 404 and Minnesota Statutes section 123B.03, subdivision 1(c), the Student Teacher must successfully complete a criminal background check before performing any student teaching duties in the District. The Student Teacher must provide the District with an

executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting the criminal history background check. The Student Teacher has a continuing obligation to inform the District of any criminal matters pending or against the Student Teacher during the term of this Agreement.

6. Data Privacy Laws. The Student Teacher understands that during the performance of student teaching duties, the Student Teacher will have access to private educational data. The Student Teacher understands that the collection, maintenance, and dissemination of “educational data” and “educational records” are governed by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, the Minnesota Government Data Practices Act, Minnesota Statutes section 13.32, and the regulations and rules implementing those statutes and agrees to comply with all of these laws.

7. Compliance with All Laws, Policies, Rules, and Regulations. While serving as a student teacher in the District, the Student Teacher agrees to read and comply with all District policies, rules, and regulations. Such policies specifically include, but are not limited to, School Board Policy No. 413, Harassment and Violence, School Board Policy 414 Mandated Reporting of all Child Neglect, Physical or Sexual Abuse; School Board Policy 418, Drug-Free and Alcohol Free Workplace; School Board Policy No. 423 Employee-Student Relationships; School Board Policy No. 499, Student Teaching; School Board Policy 507, Corporal Punishment; School Board Policy No. 515, Protection and Privacy of Pupil Records; School Board Policy No. 521, Student Disability Non-Discrimination; School Board Policy No. 522, Student Sex Non-Discrimination and School Board Policy 528, Student, Parental, Family and Marital Status Non-Discrimination. The Student Teacher also agrees to comply with all applicable federal, state, and local laws, including, but not limited to, the Minnesota Code of Ethics for Teachers, Minnesota Rule 8700.7500.

8. Duties

a. The College Agrees:

1.1 Place student teachers who have met all of the Teacher Education Program requirements and been approved by the Education Department to student teach..

1.2 Pay an honorarium of \$250.00 per student teacher to the cooperating teacher(s), school district or fund designated by the authorized school/school district official for assisting in the in the preparation of student teachers.

1.3 To inform students of the private and confidential nature of all District and student records.

- 1.4 To provide site visits and observation by faculty.
- 1.5 To cooperate with the school in the development and implementation of the student teaching program.

b. The District Agrees:

- 1.1 To provide the student teacher an opportunity to work in a teaching-learning situation under the supervision of a cooperating teacher who is licensed by the MN Board of Teaching and has at least three (3) years total teaching experience.
- 1.2 To supervise and instruct the students during the experience.
- 1.3 To not use a student teacher to replace any of its employees nor act as a substitute teacher.
- 1.4 To notify the College immediately if a student is not performing satisfactorily. The School will follow any oral notice made under this paragraph with a written memorandum.
- 1.5 To orient students to the District and its policies, procedures, rules and regulations applicable to their conduct while in the District.
- 1.6 To cooperate with the College in the development and implementation of the student teacher program.

9. Indemnification. The College hereby agrees to defend and indemnify the District, its board members, employees, agents, attorneys, and representatives against any and all claims, demands, actions, administrative proceedings, causes of action, and liability, of any nature arising out of any claimed action or non-action of the Student Teacher during the term of this Agreement.

10. Modifications. No variations, modifications, or waivers of any provision of this Agreement shall be valid unless all parties agree to the change in writing, as evidenced by a duly signed addendum to this Agreement.

11. Entire Agreement. The parties expressly understand and agree that the terms of this Agreement are contractual and as set forth herein constitute the entire agreement of the parties. Except as stated in this Agreement, no party has relied on any statement, promise, inducement, or representation of the other. This Agreement supersedes any and

all prior statements and agreements between the parties relating to the subject matter contained herein.

By signing below, each party acknowledges that it has reviewed this Agreement and that it fully understands and agrees to all the terms set forth in this Agreement.

7/13/11
Date

COLLEGE:

Rosie Plan-Baker
[Name]

[Its _____]

**INDEPENDENT SCHOOL DISTRICT
No. 624, WHITE BEAR LAKE AREA
SCHOOLS**

Date

[Name]

[Its _____]