INDEPENDENT SCHOOL DISTRICT #624

SCHOOL BOARD AGENDA

March 8, 2010

Independent School District No. 624

MISSION STATEMENT

THE MISSION OF THE WHITE BEAR LAKE AREA SCHOOL DISTRICT IS TO PROVIDE A HIGH-QUALITY EDUCATIONAL EXPERIENCE FOR ALL LEARNERS.

To accomplish our mission we believe that a high-quality educational Experience must:

- **be in partnership with the community;**
- **take place in a safe, supportive, and challenging environment;**
- **develop lifelong learners;**
- **allow each learner to reach full potential;**
- **encourage each learner to be a contributing member of a global society.**

Approved by White Bear Lake Area School Board on July 7, 1994

The White Bear Lake Area School District leading...
minds to learning,
hearts to compassion,
lives to community service.

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: March 3, 2010

A meeting of the White Bear Lake Area School Board will be held on **Monday, March 8, 2010** 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 – page 1
   a) Approval of Minutes – pages 2-7
   b) Payment of Invoices – pages 8-35
   c) Correspondence
   d) Acceptance of Gifts – pages 36-37
   e) Approve Field Trip – page 38
   f) Terminations – Retirements - Resignations – pages 39-40
   g) Leaves of Absence – page 41
   h) New Personnel – page 41

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 (4 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. 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.
6. A handout on the purpose of School Board meetings and the meeting process is available.
7. Citizens may be asked to address the school board on a particular subject during the discussion of that item.
8. 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 – page 42

D. DISCUSSION ITEMS

1. First Reading of Policy 420, Students and Employees with Communicable or Infectious Diseases – pages 43-48
2. First Reading of Policy 531, The Pledge of Allegiance – pages 49-50
3. First Reading of Policy 533, Wellness – pages 51-55
4. First Reading of Policy 615, Minnesota Academic Standards Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodation and LEP Students – pages 56-58

E. OPERATIONAL ITEMS

1. Second Reading of Policy 409, Employee Publications, Instructional Materials, Inventions, and Creations – pages 59-60
2. Second Reading of Policy 506, Student Discipline – pages 61-89
3. Second Reading of Policy 515, Protection of Privacy of Pupil Records – pages 90-121
4. Action on EMID Plan for 2010-11 – pages 122-128
5. Action on Participating in Chinese Teacher Partnership through the Minnesota Department of Education – page 129
6. Action on Administrative Restructuring at Matoska International – page 130
7. Action on White Bear Center for the Arts 2010-11 Contract Extension – page 131
8. Action on Student Activities Administrative Restructuring – page 132
9. Action on Enhance Contract – pages 133-149
10. Swim Meet Equipment Loan to the White Bear Swim and Dive Booster Club – page 150
11. Authority to Enter into an Agreement with the Vadnais Heights Sports Complex – pages 151-152
12. Resolution to Approve Short Term Borrowing Due to State Postponement of Aid Payments – pages 153-157
13. Early Childhood Mental Health Collaborative – pages 158-168
14. Tentative Agreement – 2009-11 Contract for the Extended Day Association – page 169
15. Student Teacher Agreement with Concordia University-St. Paul – pages 170-172

F. BOARD FORUM

G. ADJOURNMENT

AGENDA ITEM:	**Consent Agenda**
MEETING DATE:	**March 8, 2010**
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) Terminations – Retirements – Resignations

g) Leaves of Absence

h) New Personnel

RECOMMENDATION:

Approve the items listed on the Consent Agenda.

A. PROCEDURAL ITEMS

AGENDA ITEM:	**School Board Minutes**
MEETING DATE:	**March 8, 2010**
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.

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

A meeting of the White Bear Lake Area School Board was held on Monday, February 8, 2010 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 7:15p.m.

2. Roll Call- Present: Kimball, Newberg, Shevik, Storey, Swanson, Chapman, Hiniker
Ex-Officio: Lovett
Cabinet: Present – Daniels, Picha, Thelen, Willcoxon

3. Pledge of Allegiance

4. Oath of Office of Elected Officials – Chair Swanson administered the Oath of Office to Kim Chapman.

5. Hiniker moved, Newberg seconded to approve the agenda as presented. ***Voice vote: all ayes. Motion carried.***

6. Storey moved, Shevik seconded to approve the consent agenda consisting of:
- approval of minutes of regular meeting and negotiation session on January 11, 2010 and work-study minutes of January 25, 2010;
- 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 trip request as listed below:
  a) Archery, May 6-9, 2010, Louisville, Kentucky
  b) Willow Lane 4th and 5th Graders, February 18 – 19, 2010, St. Paul Science Museum (overnight) and tour of State Capitol.
- passage of resolution to approve personnel issues to include:
  - Resignations – Classified Staff
    Colleen Johnson, Program Assistant Leader, effective 1/22/10
  - Resignations/Terminations – Extra Curricular Only
    Todd Houle, Head DAPE Soccer/Floor Hockey Coach, effective 1/28/10
    Bradley Sperling, Assistant Girls' Hockey Coach, effective 1/13/10
  - Retirements – Certified Staff
    Lenore Birch, Elementary Teacher, effective 6/15/10
    Deborah Charpentier, Elementary Teacher, effective 6/15/10
    Connie Dickson, Elementary Teacher, effective 6/15/10
    Pamela Ellis, Elementary Teacher, effective 6/15/10
    Sandra Kritz-Hertbert, Elementary Teacher, effective 6/15/10
    Renee Lemieux, Psychologist, effective 6/15/10
    Patricia Marcroft, Birth – 2 Teacher, effective 6/15/10
    Maureen McCall, Social Worker, effective 6/15/10
    Joan Musil, ECSE Teacher, effective 6/15/10
    Linda Schliep, ECSE Teacher, effective 6/15/10

- Retirements – Administration
  William Soltys, Associate Principal, effective 7/30/10
  Jill Thelen, Director of Schools, effective 6/30/10
- Resignations – Certified Staff
  Mandee Gahm, Elementary Teacher, on leave, effective 2010-11 school year
  Bridget Goulet, Special Education Teacher, on leave, effective 2010-11 school year
- Unpaid Medical Leave – Certified Staff
  Cynthia Ragan, Spanish Teacher, unpaid from 9/2/09 through 1/29/10
- Change in Continuing Contract – Certified Staff
  Cynthia Ragan, Spanish Teacher, from a .6 f.t.e. to 1.00 f.t.e. effective 2/2/10
- New Personnel – Classified Staff
  Sandra Bruton, Part-Time Cook, effective 1/19/10
  Craig Carlson, Bus Driver, effective 1/20/10

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

B. PUBLIC FORUM –Walter Sass, community member from White Bear Lake, asked questions regarding the use of passive breath testing.

C. INFORMATION ITEMS

1. Superintendent's Report –Dr. Lovett reported on the following:
   - Students from the *Urinetown* musical were recognized prior to tonight's meeting. The production was named an Outstanding Production in the Hennepin Theatre Trust's SpotLight Musical Theatre Program. Congratulations to all!
   - February is "I love to Read" month with many activities taking place throughout the District.
   - White Bear Lake Area School District sports teams continue to excel with several of our teams ranked. Best of luck to all as we move through the next phase of Section and State meets.
   - A variety of arts activities are also taking place this month to include: The Symphonic Band will be featured at the Minnesota Music Education Association Convention, South Campus recently hosted the Suburban East Conference Music Festival, White Bear Lake Area High School will be presenting "Twelve Angry Jurors" February 18-20 and Jazz Ensembles from North and South Campuses will perform at the 31st Annual Niter Club even on February 27.
   - In support of Haiti earthquake victims, White Bear Lake Area School District students have hosted concerts, shoe drives and a variety of fundraisers. Almost $4000 and 198 pairs of shoes have been donated and efforts are ongoing.

D. DISCUSSION ITEMS

1. First Reading of Policy 409, Employee Publications, Instructional Materials, Inventions, and Creations. The changes recommended are consistent with those recommended by MSBA.

2. First Reading of Policy 506, Student Discipline. The changes recommended are consistent with those recommended by MSBA.

3. First Reading of Policy 515, Protection of Privacy of Pupil Records. The changes recommended are consistent with those recommended by MSBA.

E. OPERATIONAL ITEMS

1. Chapman motioned and Kimball seconded to approve the school calendar for 2010-2011 school year. Voice vote: all ayes. Motion carried.

2. a) School Name: Hiniker motioned and Chapman seconded to approve the name change of the current Parkview/Centerpoint site to Matoska International as of July 1, 2010. ***Roll call vote: ayes: Kimball, Newberg, Shevik, Storey, Swanson, Chapman, Hiniker; nays – none. Motion carried.***

   b) School Attendance Area Change: Newberg motioned and Kimball seconded to approve the recommendation of school attendance area change. ***Roll call vote: ayes: Kimball, Newberg, Shevik, Storey, Swanson, Chapman, Hiniker; nays – none. Motion carried.***

   c) Enrollment Priority to Attend the IB Candidate School for 2010-11: Storey motioned and Chapman seconded to approve the recommendation for enrollment priority. ***Roll call vote: ayes: Kimball, Newberg, Shevik, Storey, Swanson, Chapman, Hiniker; nays – none. Motion carried.***

3. Kimball motioned and Hiniker seconded to approve the White Bear Lake Area Schools' participation in the Race to the Top program. ***Roll call vote: ayes: Kimball, Newberg, Shevik, Storey, Swanson, Chapman, Hiniker; nays – none. Motion carried.***

4. Newberg motioned and Shevik seconded to approve the appointment of the Director of Human Resources as White Bear Lake Area Schools Data Practices Compliance Officer. ***Roll call vote: ayes: Kimball, Newberg, Shevik, Storey, Swanson, Chapman, Hiniker; nays – none. Motion carried.***

5. Storey motioned and Hiniker seconded to approve the 2009-11 Contract with International Union of Operating Engineers Local 70, Bus Drivers/Bus Aides. ***Roll call vote: ayes: Kimball, Newberg, Shevik, Storey, Swanson, Chapman, Hiniker; nays – none. Motion carried.***

6. Chapman motioned and Newberg seconded to approve the 2009-11 Contract with International Union of Operating Engineers Local 70, Custodians/Maintenance Employees. ***Roll call vote: ayes: Kimball, Newberg, Shevik, Storey, Swanson, Chapman, Hiniker; nays – none. Motion carried.***

7. Hiniker motioned and Shevik seconded to approve the Award of Bid - Birch Lake Elementary School HVAC Improvements. ***Roll call vote: ayes: Kimball, Newberg, Shevik, Storey, Swanson, Chapman, Hiniker; nays – none. Motion carried.***

F. **BOARD FORUM** – Kimball commented regarding Race to the Top, acknowledged the staff members who are retiring and expressed he's looking forward to the "Twelve Angry Jurors" play later this month.

G. **ADJOURNMENT** - Newberg moved, Swanson seconded to adjourn the meeting at 8:13 p.m.

Submitted by: Cathy Storey

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

A work-study session of the White Bear Lake Area School Board was held on Monday, February 22 at 5:30 p.m. in Room 201 at the District Center, 4855 Bloom Avenue, White Bear Lake, MN.

A. PROCEDURAL ITEMS

Call To Order - Swanson called the meeting to order at 5:36 p.m.

Roll Call - Present: Kimball, Newberg, Shevik, Storey, Swanson, Chapman, Hiniker

Ex-Officio - Lovett
Cabinet – Daniels, Guenther, Picha, Thelen, Willcoxon
Communications - Vette

B. DISCUSSION ITEM

1. EMID Presentation and Discussion – Dr. Carl Wahlstrom, Superintendent of East Metro Integration District (EMID) 6067, and Kathy Griebel, Director of EMID Education Services, presented an update and overview of EMID. Dr. Jill Thelen, Director Schools, provided information on our District's 2010-2011 Integration Plan.
2. Update on Vadnais Heights Project – Pete Willcoxon, Executive Director of Business Services, updated the Board on the District's involvement to date with the developers of the Vadnais Heights Sports Complex and the District's framework for an agreement which was recently presented to them. The District awaits a response from the developers at this time.
3. Update on Legislative Session – Dr. Lovett updated the Board on plans for the Legislative Breakfast meeting to be held on Thursday, February 25. Agenda items were discussed.
4. Update on School Board/Superintendent Goals
   - Goal 5 – Strategic Planning – Dr. Lovett provided a status report on this objective including research being done and possible options.
   - Goal 6 – Update on Student Activities Audit – Dr. Lovett advised that work is on-going and a detailed update will occur at a future meeting.
   - Goal 6 – Update on Human Resources Recruitment, Selection and Orientation of Employees – Chris Picha, Director of Human Resources, provided a summary to date and recommendations.
5. Negotiations Study Session - Chris Picha provided an update on a tentative agreement.

C. ADJOURNMENT

ADJOURNMENT - Newberg moved; Swanson seconded to adjourn the meeting at 8:22 p.m. Voice vote: ***All ayes. Motion carried.***

Submitted by: Cathy Storey, Clerk

AGENDA ITEM:	**Monthly Check Registers**
MEETING DATE:	**March 8, 2010**
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 - February

	2/12/2010	2/26/2010
Direct Deposit 260221-261585	1,894,953.86	
U.S. Treasury (FICA, Medicare, withholding)	663,899.98	
MN State Income Tax	110,922.05	
PERA	85,000.45	
TRA	243,596.32	
ING	2,016.92	
White Bear Lake Teacher's Association	26,623.04	
Direct Deposit 261586-262942		1,475,384.97
U.S. Treasury (FICA, Medicare, withholding)		512,693.68
MN State Income Tax		83,852.96
PERA		85,947.10
TRA		177,997.80
ING		2,016.92
White Bear Lake Teacher's Association		26,623.04
Extended Day Association		606.40



Check Nbr	Vendor Name	Check Date	Check Amount
359161	AIG	02/19/2010	7,548.13
359162	AMERICAN FUNDS	02/19/2010	67,340.03
359163	AMERICAN UNITED LIFE	02/19/2010	42,477.26
359164	AMERIPRISE	02/19/2010	11,022.93
359165	AXA EQUITABLE	02/19/2010	13,341.94
359166	ECMC	02/19/2010	183.88
359167	EDUCATION MN ESI BILLING TRUST	02/19/2010	19,125.53
359168	GREATER TWIN CITIES UNITED WAY	02/19/2010	454.50
359169	HEALTHPARTNERS	02/19/2010	1,137,170.88
359170	HERITAGE FESTIVALS	02/19/2010	18,694.50
359171	IUOE #70	02/19/2010	2,014.42
359172	METROPOLITAN LIFE	02/19/2010	4,160.53
359173	MN CHILD SUPPORT	02/19/2010	1,888.00
359174	MN DEPT OF REVENUE	02/19/2010	606.00
359175	MN ENVIRONMENTAL FUND	02/19/2010	96.50
359176	THE ROSE LAW FIRM, PLLC	02/19/2010	122.59
359177	SCHOOL SERVICE EMPLOYEES	02/19/2010	5,596.96
359178	US DEPT OF EDUCATION	02/19/2010	314.68
359179	VANGUARD SMALL BUSINESS SERVIC	02/19/2010	17,609.86
359180	WBLA EDUCATIONAL FOUNDATION	02/19/2010	419.29
20	Computer Check(s) For a Total of		1,350,188.41

	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
	20	Computer	Checks For a Total of	1,350,188.41
Total For	20	Manual, Wire Tran, ACH & Computer Checks		1,350,188.41
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	1,350,188.41

Check Nbr	Vendor Name	Check Date	Check Amount
358787	AARP DRIVER SAFETY PROGRAM	02/18/2010	438.00
358788	AARP DRIVER SAFETY PROGRAM	02/18/2010	218.00
358789	ACADEMIC THERAPY PUBLICATIONS	02/18/2010	154.00
358790	ACTIVE.COM	02/18/2010	69.00
358791	ADAMS, PAUL	02/18/2010	77.00
358792	ADAMS, RILEY	02/18/2010	77.00
358793	ALL ABOUT LEARNING	02/18/2010	3,304.00
358794	ALPHA VIDEO & AUDIO INC	02/18/2010	17.90
358795	AMAZON	02/18/2010	642.57
358796	AMERICAN HEART ASSOCIATION	02/18/2010	324.50
358797	AMERICAN LIBRARY ASSOC	02/18/2010	38.00
358798	AMERICAN RED CROSS	02/18/2010	338.00
358799	ANDERSON JR, GERALD H	02/18/2010	77.00
358800	ANDERSON MARGARET M	02/18/2010	132.33
358801	ANDERSON, MATT	02/18/2010	122.00
358802	ANDERSON, TOM L	02/18/2010	77.00
358803	ANGIE'S KETTLE CORN	02/18/2010	900.00
358804	ANOKA COUNTY	02/18/2010	166.91
358805	APPLIED ENVIRONMENTAL SCI INC	02/18/2010	5,337.68
358806	AREA LEARNING CENTER (ALC)	02/18/2010	900.00
358807	ARMSTRONG LINDA L	02/18/2010	280.50
358808	BADE BARBARA	02/18/2010	150.68
358809	BARNES & NOBLE	02/18/2010	120.52
358810	BARTHOLD	02/18/2010	1,008.00
358811	BAUDVILLE	02/18/2010	888.75
358812	BEGE LAURA	02/18/2010	27.60
358813	BERWALD ROOFING CO INC	02/18/2010	3,467.00
358814	BILL WEIGEL SIGNS	02/18/2010	875.00
358815	BLAINE RAY WORKSHOPS INC	02/18/2010	135.30
358816	BOOKS ARE FUN	02/18/2010	70.00
358817	BOWERMASTER TRACI	02/18/2010	61.44
358818	BROMELAND, SARA A H	02/18/2010	58.63
358819	BROOKSHAW SUE	02/18/2010	8.29
358820	BUESING, EMILIE C	02/18/2010	93.00
358821	BURBACK, CHERYL A	02/18/2010	5.00
358822	BUREAU OF EDUCATION & RESEARCH	02/18/2010	199.00
358823	BURRIS, LEANN K	02/18/2010	33.00
358824	CAMBIUM LEARNING INC	02/18/2010	243.99
358825	CAPOCASA, KEVIN M	02/18/2010	74.00
358826	CARLSON KARL	02/18/2010	93.00
358827	CARLSON LINDA R	02/18/2010	55.18
358828	CARLSON, NANCY ANN	02/18/2010	202.10
358829	CDW GOVERNMENT INC	02/18/2010	1,152.45
358830	THE CENTER FOR EFFICIENT SCHOO	02/18/2010	13,845.00
358831	CHAKOLIS, RICHARD A	02/18/2010	135.00
358832	THE CHILDREN'S THEATRE COMPANY	02/18/2010	744.50
358833	CITI-CARGO & STORAGE CO INC	02/18/2010	210.00
358834	CJ DUFFY PAPER CO	02/18/2010	325.87
358835	CLARINDA YOUTH CORP	02/18/2010	928.80
358836	CLYNE KRIS	02/18/2010	81.33

Check Nbr	Vendor Name	Check Date	Check Amount
358837	COCA-COLA BOTTLING MIDWEST CO	02/18/2010	3,971.03
358838	COMCAST	02/18/2010	5.26
358839	COMCAST	02/18/2010	63.14
358840	COMCAST	02/18/2010	63.95
358841	CONNER, RACHAEL AM	02/18/2010	60.58
358842	CONSTRUCTION MANAGEMENT BUILDI	02/18/2010	8,487.00
358843	CONWAY, DAVID E	02/18/2010	54.00
358844	COOPS SPORTSWEAR	02/18/2010	420.00
358845	COPY IMAGES INC	02/18/2010	13,754.44
358846	Vendor Continued Check	02/18/2010	0.00
358847	COPY IMAGES INC	02/18/2010	2,694.36
358848	THE CRITICAL THINKING CO	02/18/2010	109.90
358849	CROMPTON, DEBBIE	02/18/2010	15.00
358850	CRYSTEEL TRUCK EQUIPMENT	02/18/2010	37.72
358851	CUB FOODS OF WHITE BEAR TWSHP	02/18/2010	439.88
358852	CUB FOODS OF WHITE BEAR TWSHP	02/18/2010	88.05
358853	CUB FOODS OF WOODBURY	02/18/2010	397.76
358854	CULLIGAN BOTTLED WATER	02/18/2010	107.85
358855	Vendor Continued Check	02/18/2010	0.00
358856	Vendor Continued Check	02/18/2010	0.00
358857	Vendor Continued Check	02/18/2010	0.00
358858	DALCO CORPORATION	02/18/2010	10,413.66
358859	DANIELSON, BILL	02/18/2010	74.00
358860	DARTS VMS INC	02/18/2010	520.68
358861	DCX LLC (TORNADO SLUSH)	02/18/2010	805.00
358862	Vendor Continued Check	02/18/2010	0.00
358863	DELTA EDUCATION	02/18/2010	306.49
358864	DELTA DENTAL PLAN OF MN	02/18/2010	63,018.85
358865	DEMCO INC	02/18/2010	277.95
358866	DESTACHE DAN	02/18/2010	238.67
358867	DISCOUNT SCHOOL SUPPLY	02/18/2010	806.38
358868	DON JOHNSTON INC	02/18/2010	857.99
358869	DOOR SERVICE COMPANY	02/18/2010	4,198.00
358870	DOTTE, BRENDA L	02/18/2010	74.99
358871	ECKROTH MUSIC	02/18/2010	172.00
358872	ECOLAB	02/18/2010	1,288.44
358873	EDGELL JANE	02/18/2010	29.79
358874	EDUTEK MIDWEST	02/18/2010	7,007.00
358875	EDWARD DON & COMPANY	02/18/2010	157.14
358876	EIGENFELD CAROLYN	02/18/2010	785.70
358877	ENABLING DEVICES	02/18/2010	428.85
358878	ERBERT & GERBERTS SUBS & CLUBS	02/18/2010	122.57
358879	ESSENTIAL SKILLS	02/18/2010	1,402.95
358880	ESSON, ANN	02/18/2010	57.50
358881	ETA/CUISENAIRE	02/18/2010	422.35
358882	FASTENAL COMPANY	02/18/2010	125.11
358883	FESTIVAL FOODS-KNOWLAN'S	02/18/2010	1,599.44
358884	FIKE, GAIL	02/18/2010	27.25
358885	FIRST STUDENT INC	02/18/2010	130,642.40
358886	FLINN SCIENTIFIC CO	02/18/2010	88.92

Check Nbr	Vendor Name	Check Date	Check Amount
358887	FOLLETT SOFTWARE COMPANY	02/18/2010	86.03
358888	FREE SPIRIT PUBLISHING CO	02/18/2010	81.93
358889	G&K SERVICES INC	02/18/2010	1,471.98
358890	G&K SERVICES INC	02/18/2010	526.03
358891	GALLAGHERS NORTHWESTERN TIRE C	02/18/2010	1,060.26
358892	GAMNIS, STEVE & ELIZABETH	02/18/2010	65.00
358893	GATOR SIGNS	02/18/2010	125.00
358894	GEPHART TRUCKING	02/18/2010	4,290.00
358895	GIBSON INC	02/18/2010	97.00
358896	GOPHER	02/18/2010	2,063.06
358897	GRAFFIC TRAFFIC LLC	02/18/2010	192.00
358898	GRAINGER	02/18/2010	774.39
358899	GRANDMA'S BAKERY INC	02/18/2010	33.14
358900	GRANT CORLYCE	02/18/2010	72.00
358901	GRATZ MICHELLE C	02/18/2010	172.60
358902	GREAT GARAGE DOOR CO	02/18/2010	129.00
358903	GREAT RIVER OFFICE PRODUCTS	02/18/2010	98.73
358904	GREATAMERICA LEASING CORP	02/18/2010	699.92
358905	GROTH MUSIC CO	02/18/2010	95.40
358906	GRUN SUSAN L	02/18/2010	22.30
358907	GUERIN KERRY	02/18/2010	70.00
358908	HALLBERG ENGINEERING	02/18/2010	5,846.40
358909	HANSON, MARILYN	02/18/2010	80.00
358910	HAWKINSON, STEVEN A	02/18/2010	151.74
358911	HEALY JASON	02/18/2010	240.00
358912	HEAP, WILLIAM H	02/18/2010	320.00
358913	HENRY SIBLEY HIGH SCHOOL	02/18/2010	190.00
358914	HEXUM, SONIA	02/18/2010	19.00
358915	HILLYARD INC MINNEAPOLIS	02/18/2010	4,663.58
358916	HOFF ERIN	02/18/2010	47.52
358917	HOFFMAN JANELL	02/18/2010	23.00
358918	HOGLUND BUS AND TRUCK CO	02/18/2010	981.74
358919	HORAZDOVSKY LEILA	02/18/2010	484.52
358920	HOUGHTON MIFFLIN HARCOURT	02/18/2010	4,292.68
358921	HSBC BUSINESS SOLUTIONS	02/18/2010	438.40
358922	HURRY, DENISE	02/18/2010	59.41
358923	I-STATE TRUCK CENTER	02/18/2010	628.79
358924	INNOVATIVE OFFICE SOLUTIONS	02/18/2010	3,635.31
358925	INTA JUICE	02/18/2010	348.00
358926	INTL READING ASSOC	02/18/2010	268.00
358927	J & R SCHOOL SUPPLIES	02/18/2010	242.00
358928	JAKACKI DOUG	02/18/2010	140.00
358929	JANSEN, BRIAN	02/18/2010	107.00
358930	JENSEN, KEVIN	02/18/2010	100.00
358931	JIMMY'S CONFERENCE & BANQUET C	02/18/2010	1,499.02
358932	JOHNSON LINDA K	02/18/2010	338.55
358933	JOOS ELECTRIC CO	02/18/2010	979.40
358934	JW PEPPER & SON INC	02/18/2010	40.00
358935	KASS, DONA	02/18/2010	153.85
358936	KATH COMPANIES	02/18/2010	19,066.95

Check Nbr	Vendor Name	Check Date	Check Amount
358937	KELLEY DEBRA	02/18/2010	144.73
358938	KHALIF, ISMID	02/18/2010	200.00
358939	KINDLIEN, CYNTHIA J	02/18/2010	45.50
358940	KLEIN, MATT	02/18/2010	66.00
358941	KLUPACS, LAURIE	02/18/2010	21.00
358942	KOWALSKI'S MARKET	02/18/2010	210.44
358943	KOWALSKI'S MARKET	02/18/2010	308.72
358944	KREBS KAREN	02/18/2010	275.25
358945	L'ALLIER CONCRETE INC	02/18/2010	9,850.00
358946	LAKESHORE LEARNING MATERIALS	02/18/2010	1,955.83
358947	LAKEVILLE NORTH HIGH SCHOOL	02/18/2010	250.00
358948	LAW, JUSTIN	02/18/2010	105.00
358949	LEARNING A-Z	02/18/2010	399.75
358950	LEARNING RESOURCES	02/18/2010	311.94
358951	LEICK LINDA M	02/18/2010	5.00
358952	DIANA FLORES LEON	02/18/2010	400.00
358953	LIBRARY STORE INC	02/18/2010	234.98
358954	LIFELINE AMPLIFICATION SYSTEMS	02/18/2010	77.50
358955	LIGHTING PLASTICS OF MN INC	02/18/2010	575.45
358956	LILLEMOEN, JON	02/18/2010	122.00
358957	LINCOLN ELEMENTARY SCHOOL	02/18/2010	207.98
358958	LINGUISYSTEMS INC	02/18/2010	400.50
358959	LOFFLER COMPANIES INC	02/18/2010	310.00
358960	LORENZ JODI	02/18/2010	5.00
358961	LOTITO-MEIER, VANESSA L	02/18/2010	101.01
358962	L T G POWER EQUIPMENT	02/18/2010	410.44
358963	LUND BARBARA A	02/18/2010	5.00
358964	LUTHERAN SOCIAL SERVICE/FGP	02/18/2010	200.00
358965	LYNCH MIKE	02/18/2010	250.00
358966	MACKIN LIBRARY MEDIA	02/18/2010	980.68
358967	MACSWAIN, JIM	02/18/2010	100.00
358968	MADISON NATIONAL LIFE INS CO I	02/18/2010	54,385.31
358969	MANKE ANNE	02/18/2010	5.00
358970	MANTA, EQUADOR	02/18/2010	900.00
358971	MARCROFT PATRICIA L	02/18/2010	599.46
358972	MASE	02/18/2010	100.00
358973	MASS	02/18/2010	15.00
358974	MASS CONFERENCE	02/18/2010	55.00
358975	MATHCOUNTS REGISTRATION	02/18/2010	115.00
358976	MATTSON CARLA	02/18/2010	5.00
358977	MAYER, ANTHONY G	02/18/2010	119.48
358978	MC DONOUGH'S WATERJETTING AND	02/18/2010	438.75
358979	MCGRAW, CANDY	02/18/2010	5.00
358980	MCGRAW TIM	02/18/2010	79.45
358981	MCNEELY, ROBERT J	02/18/2010	300.00
358982	METRO ECSU	02/18/2010	35.00
358983	MEYMAN, KELLY	02/18/2010	50.00
358984	MIDTHUN CAROL	02/18/2010	87.93
358985	MILES, MARY T	02/18/2010	40.00
358986	MILLETTE, JOE	02/18/2010	122.00

Check Nbr	Vendor Name	Check Date	Check Amount
358987	MILLIGAN THERESA J	02/18/2010	82.16
358988	MIND QUIRKS UNLIMITED	02/18/2010	800.00
358989	Vendor Continued Check	02/18/2010	0.00
358990	MINVALCO INC	02/18/2010	2,946.12
358991	MISGEN MARK	02/18/2010	42.00
358992	MIXED BLOOD THEATRE	02/18/2010	2,300.00
358993	MN ASSOC OF ADMIN OF STATE	02/18/2010	2,250.00
358994	MN ASSOC OF ADMIN OF STATE & (	02/18/2010	225.00
358995	MN ASSOC OF ADMIN OF STATE & (	02/18/2010	285.00
358996	MN ELEVATOR INC	02/18/2010	280.04
358997	MN PREVENTION RESOURCE CTR	02/18/2010	30.00
358998	MOBILE RADIO ENGINEERING INC	02/18/2010	789.00
358999	MONTGOMERY JACOB	02/18/2010	30.62
359000	MOUNDS VIEW HIGH SCHOOL	02/18/2010	40.00
359001	MSNA	02/18/2010	125.00
359002	MURPHY MARY W	02/18/2010	27.63
359003	NADEAU, TARI T	02/18/2010	5.00
359004	NATL ASSOC OF SECONDARY SCHOOL	02/18/2010	165.00
359005	NATL COUNCIL OF TEACHERS OF MA	02/18/2010	111.00
359006	NATL SCHOOL BOARDS ASSOC	02/18/2010	895.00
359007	NATL STAFF DEVELOPMENT COUNCIL	02/18/2010	199.00
359008	NCS PEARSON INC	02/18/2010	455.28
359009	NELSON SUSAN	02/18/2010	89.98
359010	NELSON, TYRA	02/18/2010	75.00
359011	NEWELL MARGARET	02/18/2010	5.00
359012	NICOL, BARBARA	02/18/2010	2,500.00
359013	NOHR, KATIE J	02/18/2010	60.00
359014	NORCENTRONIX DISTRIBUTING	02/18/2010	185.00
359015	NORTH AMER DIRECT SALES & SERV	02/18/2010	450.92
359016	NORTH CAMPUS STUDENT ACTIVITY	02/18/2010	400.00
359017	Vendor Continued Check	02/18/2010	0.00
359018	NORTH CENTRAL TRUCK EQUIPMENT	02/18/2010	4,991.74
359019	NORTHEAST METRO 916	02/18/2010	102.00
359020	O'CONNELL, CHRIS	02/18/2010	47.87
359021	O'GRADY CATHY	02/18/2010	199.08
359022	O'REILLY AUTOMOTIVE INC	02/18/2010	1,917.58
359023	OFFICE DEPOT	02/18/2010	623.96
359024	OFFICEMAX INCORPORATED	02/18/2010	97.96
359025	OLD DUTCH FOODS INC	02/18/2010	2,014.92
359026	OLD GEM LLC	02/18/2010	407.25
359027	OLSON, JEN	02/18/2010	72.00
359028	ON SITE SANITATION INC	02/18/2010	256.00
359029	ONION MOUNTAIN TECHNOLOGY INC	02/18/2010	99.00
359030	OPHEIM, TOM	02/18/2010	122.00
359031	ORANGE TREE EMPLOYMENT SCREENI	02/18/2010	655.05
359032	ORKIN INC	02/18/2010	120.00
359033	ORZOLEK PH.D., DOUGLAS C	02/18/2010	500.00
359034	OSLUND, SIGNEY	02/18/2010	118.00
359035	PAMS LUNCHROOM LLC	02/18/2010	4,626.23
359036	PAN-O-GOLD	02/18/2010	3,849.31

Check Nbr	Vendor Name	Check Date	Check Amount
359037	PARK SQUARE THEATRE	02/18/2010	1,992.00
359038	PARTS NOW ! LLC	02/18/2010	391.88
359039	Vendor Continued Check	02/18/2010	0.00
359040	Vendor Continued Check	02/18/2010	0.00
359041	Vendor Continued Check	02/18/2010	0.00
359042	PEARSON MECHANICAL SERVICES IN	02/18/2010	20,124.72
359043	PEARSON EDUCATION INC	02/18/2010	8,195.04
359044	PELTIER NANCY	02/18/2010	5.00
359045	PETTY CASH	02/18/2010	500.00
359046	PETTY CASH	02/18/2010	25.00
359047	PIERRE CHRISTINA	02/18/2010	1,031.33
359048	PIERSON, CATHERINE A	02/18/2010	57.70
359049	PINE TREE APPLE ORCHARD	02/18/2010	1,628.00
359050	PITCHER, JULIE K	02/18/2010	5.00
359051	PITNEY BOWES INC	02/18/2010	229.00
359052	PLASTER MARK A	02/18/2010	58.50
359053	POSTMASTER	02/18/2010	88.00
359054	POSTMASTER	02/18/2010	843.15
359055	POSTMASTER	02/18/2010	88.00
359056	PRAXAIR DISTRIBUTION INC	02/18/2010	85.92
359057	PSAT/NMSQT	02/18/2010	102.00
359058	QWEST	02/18/2010	258.64
359059	R & R SPECIALTIES INC	02/18/2010	48.00
359060	RAMSEY COUNTY PARKS/REC DEPT	02/18/2010	16,984.24
359061	RANDALL, JODY M	02/18/2010	40.59
359062	RBG FOODS LLC	02/18/2010	2,494.80
359063	REALLY GOOD STUFF INC	02/18/2010	301.02
359064	REASON	02/18/2010	49.00
359065	RECORDED BOOKS LLC	02/18/2010	1,563.14
359066	REITAN PIANO SERVICE	02/18/2010	140.00
359067	RELIABLE OFFICE SUPPLIES	02/18/2010	83.53
359068	RENAISSANCE LEARNING INC	02/18/2010	1,411.88
359069	RESERVE ACCOUNT	02/18/2010	5,000.00
359070	THE RETROFIT COMPANIES INC	02/18/2010	4,329.25
359071	RIEBAU PATRICIA ANN	02/18/2010	279.64
359072	RIFTON EQUIPMENT	02/18/2010	1,591.00
359073	ROHWER JOHN	02/18/2010	70.00
359074	ROOF SPEC INC	02/18/2010	150.00
359075	ROSEMOUNT HIGH SCHOOL	02/18/2010	150.00
359076	S & T OFFICE PRODUCTS INC	02/18/2010	118.80
359077	SAFEWAY DRIVING SCHOOL	02/18/2010	5,580.00
359078	SAGER KAREN	02/18/2010	5.00
359079	SALEM PRESS	02/18/2010	316.00
359080	SAM'S CLUB	02/18/2010	579.05
359081	SAM'S CLUB	02/18/2010	360.68
359082	SAM'S CLUB	02/18/2010	140.00
359083	SAMUELSON RICHARD T	02/18/2010	240.00
359084	SAMUELSON SUE	02/18/2010	72.00
359085	SANDERS CRAIG	02/18/2010	140.00
359086	SAVE	02/18/2010	250.00

Check Nbr	Vendor Name	Check Date	Check Amount
359087	SCHINDLER ELEVATOR CORP	02/18/2010	142.04
359088	SCHOLASTIC INC	02/18/2010	17.25
359089	SCHOOL SPECIALTY SUPPLY	02/18/2010	299.12
359090	SCHOOLKIDZ INC	02/18/2010	151.66
359091	SCHROEDER MILK CO INC	02/18/2010	19,846.51
359092	SCHWANTES, JUSTIN	02/18/2010	129.00
359093	SEBCO BOOKS	02/18/2010	500.34
359094	SECOND HARVEST FARM CENTRAL	02/18/2010	409.50
359095	SECURITAS SEC SVCS USA INC	02/18/2010	2,641.84
359096	SEHR DEBRA	02/18/2010	90.60
359097	Vendor Continued Check	02/18/2010	0.00
359098	SENTRY SYSTEMS INC	02/18/2010	2,190.00
359099	SERENDIPITY ART AND DESIGN SER	02/18/2010	1,000.00
359100	SETLEY, KATE	02/18/2010	72.00
359101	SHIFFLER EQUIPMENT SALES INC	02/18/2010	87.85
359102	SIEMENS BUILDING TECHNOLOGIES	02/18/2010	272.70
359103	SIGNAL SYSTEMS INC	02/18/2010	19.95
359104	SIMMONS, CARRIE J	02/18/2010	5.00
359105	SIMSHAUSER, KIMBERLY P	02/18/2010	141.50
359106	SKATETIME SCHOOL PROGRAMS	02/18/2010	2,225.00
359107	SLATER, CURTIS	02/18/2010	500.00
359108	SMREKAR, RON	02/18/2010	66.00
359109	SNAP ON TOOLS	02/18/2010	75.40
359110	SOUTH CAMPUS STUDENT ACTIVITY	02/18/2010	100.00
359111	STAPLES ADVANTAGE	02/18/2010	4,261.85
359112	STAR TRIBUNE	02/18/2010	240.58
359113	STATE SUPPLY CO	02/18/2010	2,593.97
359114	STEICHENS SPORTING GOODS	02/18/2010	712.48
359115	STRAND, SANDY	02/18/2010	100.00
359116	SUBURBAN EAST CONFERENCE	02/18/2010	2,825.19
359117	SUN-CHEM	02/18/2010	1,412.49
359118	SUNDBERG CRAIG	02/18/2010	72.00
359119	SVIR, SARA A	02/18/2010	142.63
359120	SWEATEQUITY FITNESS	02/18/2010	360.00
359121	SYMANITZ, DAVID	02/18/2010	140.00
359122	TAHER INC	02/18/2010	8,229.63
359123	TAYLOR SALES INC	02/18/2010	19.06
359124	TEACHERS DISCOVERY	02/18/2010	75.39
359125	THERAPY WORKS	02/18/2010	174.00
359126	THOMPSON PUBLISHING GROUP	02/18/2010	213.95
359127	THUNDER COMMUNICATIONS DESIGN	02/18/2010	562.50
359128	TIERNEY BROTHERS INC	02/18/2010	6,731.50
359129	TIME FOR KIDS	02/18/2010	48.75
359130	TRADE PRESS INC	02/18/2010	248.00
359131	TRIGGS CARLA	02/18/2010	47.51
359132	TRUCK UTILITIES MFG CO	02/18/2010	236.55
359133	TURCOTTE, AMBER	02/18/2010	72.00
359134	UTRECHT ART SUPPLIES	02/18/2010	76.69
359135	VAIL, ANNE B	02/18/2010	75.67
359136	VERNIER SOFTWARE	02/18/2010	755.00

Check Nbr	Vendor Name	Check Date	Check Amount
359137	VIKING INDUSTRIAL CENTER	02/18/2010	156.60
359138	VOSS, CAMERON	02/18/2010	52.00
359139	Vendor Continued Check	02/18/2010	0.00
359140	WASTE MANAGEMENT BLAINE	02/18/2010	11,646.39
359141	WHITE BEAR CENTER FOR THE ARTS	02/18/2010	3,000.00
359142	WHITE BEAR DODGE	02/18/2010	131.84
359143	WHITE BEAR GLASS INC	02/18/2010	288.00
359144	Vendor Continued Check	02/18/2010	0.00
359145	WHITE BEAR LAKE (CITY OF)	02/18/2010	8,315.82
359146	WHITE BEAR LAKE (CITY OF)	02/18/2010	5,560.00
359147	WHITE BEAR LAKE (CITY OF)	02/18/2010	217.95
359148	WHITE BEAR LAKE PRINCIPALS ASS	02/18/2010	850.00
359149	WEST MUSIC COMPANY	02/18/2010	339.39
359150	WESTERN PSYCHOLOGICAL SERVICES	02/18/2010	139.15
359151	WET PAINT	02/18/2010	419.61
359152	WHISLER, ERIC	02/18/2010	74.00
359153	WILD MOUNTAIN	02/18/2010	2,544.00
359154	WILHELMY MARIE	02/18/2010	55.99
359155	WILLIAM V MACGILL & CO	02/18/2010	63.50
359156	THE WORKS	02/18/2010	300.00
359157	WORLD'S FINEST CHOCOLATE	02/18/2010	550.00
359158	XEROX CORPORATION	02/18/2010	298.38
359159	YIPA MPLS OFFICE	02/18/2010	25.00
359160	YUREK FLORIAN	02/18/2010	54.00

374 Computer Check(s) For a Total of 640,658.99

Check Nbr	Vendor Name	Check Date	Check Amount
355166	MONTGOMERY JACOB	02/18/2010	30.62
358184	POSITIVE PROMOTIONS	02/18/2010	275.00

2 Void Check(s) For a Total of 305.62

	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
	374	Computer	Checks For a Total of	640,658.99
Total For	374	Manual, Wire Tran, ACH & Computer Checks		640,658.99
Less	2	Voided	Checks For a Total of	305.62
			Net Amount	640,353.37

Check Nbr	Vendor Name	Check Date	Check Amount
358764	AIG	02/09/2010	7,548.13
358765	AMERICAN FUNDS	02/09/2010	66,752.53
358766	AMERICAN UNITED LIFE	02/09/2010	42,477.26
358767	AMERIPRISE	02/09/2010	11,022.93
358768	AXA EQUITABLE	02/09/2010	13,208.60
358769	BRUTON, SANDRA R	02/09/2010	95.97
358770	ECMC	02/09/2010	183.88
358771	EDUCATION MN ESI BILLING TRUST	02/09/2010	19,125.53
358772	GE MONEY BANK	02/09/2010	296.97
358773	GREATER TWIN CITIES UNITED WAY	02/09/2010	454.50
358774	GROUP TRAVEL PLANNERS	02/09/2010	5,684.00
358775	HSBC BUSINESS SOLUTIONS	02/09/2010	267.10
358776	IUOE #70	02/09/2010	1,997.29
358777	METROPOLITAN LIFE	02/09/2010	4,127.20
358778	MN CHILD SUPPORT	02/09/2010	1,888.00
358779	MN DEPT OF REVENUE	02/09/2010	129.00
358780	MN ENVIRONMENTAL FUND	02/09/2010	96.50
358781	THE ROSE LAW FIRM, PLLC	02/09/2010	122.59
358782	SCHOOL SERVICE EMPLOYEES	02/09/2010	5,642.43
358783	US DEPT OF EDUCATION	02/09/2010	314.68
358784	VANGUARD SMALL BUSINESS SERVIC	02/09/2010	17,609.86
358785	WHITE BEAR LAKE FOOD SERV	02/09/2010	20.00
358786	WBLA EDUCATIONAL FOUNDATION	02/09/2010	419.29

23 Computer Check(s) For a Total of 199,484.24

	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
	23	Computer	Checks For a Total of	199,484.24
Total For	23	Manual, Wire Tran, ACH & Computer Checks		199,484.24
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	199,484.24

Check Nbr	Vendor Name	Check Date	Check Amount
358305	AARP DRIVER SAFETY PROGRAM	02/04/2010	366.00
358306	AARP DRIVER SAFETY PROGRAM	02/04/2010	290.00
358307	AARP DRIVER SAFETY PROGRAM	02/04/2010	240.00
358308	ABBOTT PAINT & CARPET INC	02/04/2010	794.42
358309	ACADEMIC COMMUNICATION ASSOC	02/04/2010	81.40
358310	ACCESS COMMUNICATIONS INC	02/04/2010	62,222.13
358311	ADAMS, KRISTINE	02/04/2010	70.00
358312	ADAMS LINDA	02/04/2010	609.00
358313	ADVANCED WIRELESS COMMUNICATIO	02/04/2010	106.52
358314	ALL ABOUT LEARNING	02/04/2010	1,770.00
358315	ALM DENNIS	02/04/2010	129.00
358316	AMAZON	02/04/2010	447.49
358317	AMAZON	02/04/2010	53.56
358318	AMERICAN MESSAGING	02/04/2010	156.20
358319	AMERIPRIDE SERVICES	02/04/2010	604.16
358320	ANDERSON JON C	02/04/2010	1,452.65
358321	ANDERSON, WAYNE S	02/04/2010	125.00
358322	ANDRES, MICHAEL D	02/04/2010	157.97
358323	APPLE COMPUTER INC	02/04/2010	440.90
358324	APPLIED ENVIRONMENTAL SCI INC	02/04/2010	2,411.30
358325	ARBOR SCIENTIFIC	02/04/2010	5,108.00
358326	ARCADE ASPHALT CO	02/04/2010	30,910.00
358327	AREHART, MARY	02/04/2010	74.00
358328	ARENA SYSTEMS	02/04/2010	180.00
358329	ASHWOOD STEVE	02/04/2010	77.00
358330	AT & T MOBILITY	02/04/2010	1,419.64
358331	AVI SYSTEMS	02/04/2010	288.26
358332	AVON BUSINESS FORMS & PROMOTIO	02/04/2010	246.98
358333	BAILEY, ERIN	02/04/2010	25.00
358334	BALZART MARY	02/04/2010	109.00
358335	BANERDT, BARBARA A	02/04/2010	77.30
358336	BANNIE, TODD	02/04/2010	129.00
358337	BARNES & NOBLE	02/04/2010	745.04
358338	BARNETTE THOMAS L	02/04/2010	70.00
358339	BATTERIES PLUS	02/04/2010	104.78
358340	BAUDVILLE	02/04/2010	330.09
358341	BEGE JEFF	02/04/2010	415.15
358342	BERTELSEN CHERYL	02/04/2010	131.62
358343	BEST WESTERN WB COUNTRY INN	02/04/2010	257.12
358344	BIX PRODUCE COMPANY INC	02/04/2010	6,114.21
358345	BJU PRESS	02/04/2010	44.00
358346	BLICK ART MATERIALS	02/04/2010	489.51
358347	BLIN, JOHN	02/04/2010	70.00
358348	BLOOD, DOUG	02/04/2010	105.00
358349	THE BOOMERANG PROJECT	02/04/2010	2,370.00
358350	BRADLEY, LYDIA	02/04/2010	63.00
358351	BRADLEY, ROLAND	02/04/2010	250.00
358352	BRENNAN INDUSTRIES	02/04/2010	1,274.00
358353	BRENNAN LEVINSON ENTERPRISE	02/04/2010	7,000.00
358354	BRIH DESIGN	02/04/2010	190.00

Check Nbr	Vendor Name	Check Date	Check Amount
358355	BROMS, DAVID	02/04/2010	250.00
358356	BROWN DAVID	02/04/2010	108.00
358357	BROWN, EMILY	02/04/2010	108.00
358358	BUESING, EMILIE C	02/04/2010	132.90
358359	THE BUG COMPANY	02/04/2010	32.00
358360	BURKE, ERIN	02/04/2010	43.75
358361	BUTTS, CHRISTOPHER	02/04/2010	125.00
358362	CAP ELECTRIC INC	02/04/2010	7,571.50
358363	CAREY, MATTHEW	02/04/2010	70.00
358364	CARLSON KARL	02/04/2010	93.00
358365	CARTRIDGE CARE	02/04/2010	263.00
358366	CDW GOVERNMENT INC	02/04/2010	817.90
358367	CENGAGE LEARNING	02/04/2010	1,514.01
358368	CENTENNIAL MIDDLE SCHOOL	02/04/2010	95.00
358369	THE CENTER FOR EFFICIENT SCHOO	02/04/2010	3,250.00
358370	CENTER FOR EXCELLENCE IN	02/04/2010	40.00
358371	CENTRAL STATES CONFERENCE	02/04/2010	720.00
358372	CERTIFIED LABORATORIES	02/04/2010	364.95
358373	CHAMPION YOUTH	02/04/2010	133.00
358374	CHANNING L BETE CO INC	02/04/2010	364.88
358375	CHARLES, JEREMY	02/04/2010	15.00
358376	THE CHILDREN'S THEATRE COMPANY	02/04/2010	23.25
358377	CHLEBECEK, ROGER J	02/04/2010	68.50
358378	CITI-CARGO & STORAGE CO INC	02/04/2010	85.00
358379	CJ DUFFY PAPER CO	02/04/2010	1,130.00
358380	COCA-COLA BOTTLING MIDWEST CO	02/04/2010	458.90
358381	COILE, LYNDA	02/04/2010	18.95
358382	COMCAST	02/04/2010	16.78
358383	COMCAST	02/04/2010	33.95
358384	COMMUNITY INTERVENTION INC	02/04/2010	885.19
358385	CONNER, RACHAEL AM	02/04/2010	124.50
358386	CONTINENTAL CLAY CO	02/04/2010	880.05
358387	CONTINENTAL RESEARCH CORP	02/04/2010	534.06
358388	COOPS SPORTSWEAR	02/04/2010	99.00
358389	COPY IMAGES INC	02/04/2010	7,566.20
358390	Vendor Continued Check	02/04/2010	0.00
358391	COPY IMAGES INC	02/04/2010	1,078.05
358392	COTTONWOOD PRESS	02/04/2010	67.30
358393	CRISIS PREVENTION INSTITUTE IN	02/04/2010	629.75
358394	CRYSTEEL TRUCK EQUIPMENT	02/04/2010	68.28
358395	CSN STORES	02/04/2010	316.98
358396	CTB INC	02/04/2010	10,781.00
358397	CUB FOODS OF WHITE BEAR TWSHP	02/04/2010	1,600.13
358398	Vendor Continued Check	02/04/2010	0.00
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358403	DALCO CORPORATION	02/04/2010	15,752.36
358404	DECKER INC	02/04/2010	343.92

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358405	DELL MARKETING LP	02/04/2010	1,846.70
358406	DELTA EDUCATION	02/04/2010	7,119.84
358407	DEMCO INC	02/04/2010	489.31
358408	DESMET KELLY	02/04/2010	116.04
358409	DISCOUNT SCHOOL SUPPLY	02/04/2010	137.99
358410	DIVERSIFIED SNACK DISTRIBUTION	02/04/2010	12,752.30
358411	DOMINOS PIZZA	02/04/2010	235.00
358412	DYMIT MARIE	02/04/2010	195.00
358413	DYNAMIC LEARNER CONSULTING INC	02/04/2010	3,000.00
358414	E.L. REINHARDT COMPANY INC	02/04/2010	93.84
358415	EAST METRO INTEGRATION DIST 60	02/04/2010	300.00
358416	Vendor Continued Check	02/04/2010	0.00
358417	ECKROTH MUSIC	02/04/2010	1,020.00
358418	ECOLAB	02/04/2010	1,496.78
358419	EDUCATION DIGEST	02/04/2010	32.00
358420	EDUCATIONAL RESEARCH AND DEV	02/04/2010	217.50
358421	ENGSTRAN PAUL	02/04/2010	40.00
358422	ERBERT & GERBERTS SUBS & CLUBS	02/04/2010	45.09
358423	ESKOW LYNN	02/04/2010	196.90
358424	ESTES, SARA	02/04/2010	72.00
358425	ESTR PUBLICATIONS	02/04/2010	193.00
358426	FASTENAL COMPANY	02/04/2010	891.25
358427	FEDEX	02/04/2010	44.23
358428	FERRELLGAS	02/04/2010	330.04
358429	FERRON ELAINE	02/04/2010	20.21
358430	FESTIVAL FOODS-KNOWLAN'S	02/04/2010	30.00
358431	FINANDER, LISA	02/04/2010	98.00
358432	FINK, AVIS	02/04/2010	211.49
358433	FIORAVANTI, MARC	02/04/2010	77.00
358434	FIRSTGROUP AMERICA	02/04/2010	2,650.46
358435	FISHER SCIENTIFIC	02/04/2010	227.09
358436	FITZSIMMONS WENDY SUE	02/04/2010	36.98
358437	FLACK, KATHRYN	02/04/2010	46.20
358438	FLANAGAN, PATRICIA	02/04/2010	5.99
358439	FRATTALONES HARDWARE STORES	02/04/2010	406.24
358440	FREBURG, BETH R	02/04/2010	113.85
358441	GA CONSTRUCTION INC	02/04/2010	8,212.18
358442	GALLUP PRESS	02/04/2010	375.00
358443	GAME WORLD	02/04/2010	1,435.00
358444	GE MONEY BANK	02/04/2010	606.52
358445	GE MONEY BANK	02/04/2010	30.11
358446	GENERAL ASP	02/04/2010	125.00
358447	GEVERS ELLEN	02/04/2010	75.00
358448	GILBERT, DENISE	02/04/2010	9.75
358449	GILLUND THOMAS E	02/04/2010	70.00
358450	GODE, SHARI	02/04/2010	29.00
358451	GONSIOR, GREGG	02/04/2010	125.00
358452	GOODIN COMPANY	02/04/2010	1,432.07
358453	GOPHER	02/04/2010	313.67
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358457	GRAINGER	02/04/2010	2,836.66
358458	GRANDMA'S BAKERY INC	02/04/2010	82.32
358459	GRATZ MICHELLE C	02/04/2010	47.66
358460	GREAT AMER OPPORTUNITIES INC	02/04/2010	1,056.00
358461	GREATAMERICA LEASING CORP	02/04/2010	437.44
358462	GREELEY, JENNIFER	02/04/2010	18.00
358463	GRIPENTROG TRACY	02/04/2010	79.95
358464	Vendor Continued Check	02/04/2010	0.00
358465	GROTH MUSIC CO	02/04/2010	651.25
358466	GROUP HEALTH INC - WORKSITE	02/04/2010	75.00
358467	GROUP TRAVEL PLANNERS	02/04/2010	2,940.00
358468	GUTHRIE THEATER	02/04/2010	126.75
358469	GWJ CO	02/04/2010	35.07
358470	HALLAND, ERIC	02/04/2010	200.00
358471	HANDWRITING WITHOUT TEARS	02/04/2010	113.57
358472	HANSON, KYLE	02/04/2010	90.00
358473	HANSON, MARILYN	02/04/2010	141.08
358474	HARRINGTON, RICK	02/04/2010	129.00
358475	HEALTHPARTNERS	02/04/2010	1,132,630.63
358476	HEALY JASON	02/04/2010	121.22
358477	HIBBARD, DEBRA A	02/04/2010	40.80
358478	HILLYARD INC MINNEAPOLIS	02/04/2010	348.77
358479	HOGLUND BUS AND TRUCK CO	02/04/2010	736.45
358480	HOLINE JOHN	02/04/2010	70.00
358481	HOME DEPOT CREDIT SERVICES	02/04/2010	843.49
358482	HOUGHTON MIFFLIN HARCOURT	02/04/2010	5,045.60
358483	HOULE, TOM	02/04/2010	70.00
358484	HSBC BUSINESS SOLUTIONS	02/04/2010	361.96
358485	HUEBL SUE	02/04/2010	46.97
358486	HUGO CITY OF	02/04/2010	1,891.58
358487	HUGO FEED MILL & HARDWARE	02/04/2010	145.87
358488	HUGO MILL OUTDOOR POWER	02/04/2010	89.00
358489	HUMANE SOCIETY	02/04/2010	50.00
358490	HUMAN SERVICES INC	02/04/2010	9,340.42
358491	IMMEL COLLEEN	02/04/2010	20.00
358492	INFOBASE PUBLISHING	02/04/2010	16.39
358493	INTA JUICE	02/04/2010	420.50
358494	INTEGRA TELECOM	02/04/2010	374.43
358495	INTL BACCALAUREATE ORGANIZATIO	02/04/2010	4,050.00
358496	JESKA, JENNIFER	02/04/2010	4.00
358497	JOHN HENRY FOSTER MINNESOTA	02/04/2010	394.87
358498	JOHNSON, JIM	02/04/2010	77.00
358499	JOHNSON, SADIE R	02/04/2010	66.55
358500	JORGENSON AMY	02/04/2010	204.13
358501	JOSTENS INC	02/04/2010	4,000.00
358502	K-LOG INC	02/04/2010	333.00
358503	KATH COMPANIES	02/04/2010	20,499.93
358504	KEARN BARBARA	02/04/2010	98.33

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358505	KEESE, CAITLIN	02/04/2010	54.60
358506	KEESE, MATTHEW D	02/04/2010	28.87
358507	KELLER, SHERYL	02/04/2010	300.00
358508	KEMNETZ BRYAN	02/04/2010	70.00
358509	KIMBALL MIDWEST	02/04/2010	95.65
358510	KINDLIEN, CYNTHIA J	02/04/2010	29.75
358511	KING TRINA	02/04/2010	50.00
358512	KLOETZKE, JOE	02/04/2010	154.00
358513	KNUTSON CRAIGE L	02/04/2010	20.00
358514	KNUTSON FLYNN & DEANS PA	02/04/2010	11,635.25
358515	KOCH TOM	02/04/2010	129.00
358516	KRAUS ANDERSON CONSTRUCTION CO	02/04/2010	35,663.70
358517	KRUSEMARK, CARY L	02/04/2010	414.96
358518	LAB SAFETY SUPPLY CO INC	02/04/2010	1,775.28
358519	LAHREN, KYLIE	02/04/2010	74.00
358520	LAKE COUNTRY BOOKSELLERS	02/04/2010	682.42
358521	LANGER'S TREE SERVICE	02/04/2010	400.00
358522	LARSON ENGINEERING INC	02/04/2010	360.00
358523	LAW, DAVID W	02/04/2010	78.85
358524	LAWSON PRODUCTS INC	02/04/2010	162.13
358525	LEARNING ZONE EXPRESS	02/04/2010	96.65
358526	LEHNER, KEN	02/04/2010	250.00
358527	LEONARD BRIAN	02/04/2010	413.56
358528	LERNER PUBLISHING GROUP	02/04/2010	493.80
358529	LIFESPAN	02/04/2010	2,500.00
358530	LINCOLN ELEMENTARY SCHOOL	02/04/2010	71.12
358531	LINGUISYSTEMS INC	02/04/2010	44.95
358532	LONG, CHRISTOPHER	02/04/2010	105.00
358533	LOVETT, MICHAEL J	02/04/2010	65.00
358534	M.A. APPAREL & PROMOTIONS	02/04/2010	799.00
358535	MACKEY GRETCHEN	02/04/2010	75.00
358536	MACPHAIL CENTER FOR MUSIC	02/04/2010	490.00
358537	MADDEN, ERIN	02/04/2010	95.00
358538	MADISON, PAUL	02/04/2010	125.00
358539	MANNI SCOTT	02/04/2010	62.99
358540	MANOR ELECTRIC INC	02/04/2010	5,744.43
358541	MCCORMICK JUDY	02/04/2010	40.65
358542	MCDONALDS	02/04/2010	97.27
358543	MCGRAW, ANN R	02/04/2010	88.72
358544	MCKEE SIGN SERVICE INC	02/04/2010	295.00
358545	MCKEE FOODS CORPORATION	02/04/2010	760.48
358546	MEINKE, CRAIG	02/04/2010	5.00
358547	MENGEL, MARY H	02/04/2010	216.00
358548	MERLES WATER CONDITIONING	02/04/2010	153.18
358549	MERSCH, NICOLE A	02/04/2010	27.66
358550	MEUWISSEN PAUL	02/04/2010	147.27
358551	MIDWEST BUS PARTS INC	02/04/2010	634.36
358552	MINVALCO INC	02/04/2010	1,264.92
358553	MN ASSOC OF ALTERNATIVE PROG	02/04/2010	3,490.00
358554	MN CHILDRENS MUSEUM	02/04/2010	256.50

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358555	MN COMMUNITY EDUC ASSOC (MCEA)	02/04/2010	238.00
358556	MN ELEMENTARY SCH PRIN ASSOC	02/04/2010	715.00
358557	MN ELEMENTARY SCH PRIN ASSOC	02/04/2010	275.00
358558	MN HISTORICAL SOCIETY	02/04/2010	1,345.00
358559	MN NCPERS LIFE INSURANCE	02/04/2010	576.00
358560	MN SCHOOL BOARDS ASSN (MSBA)	02/04/2010	330.00
358561	MOMS CLUB OF WBL/VADNAIS HGTS	02/04/2010	25.00
358562	MOORHEAD MACHINERY & BOILER CO	02/04/2010	2,247.04
358563	MORRIS, KAY S	02/04/2010	33.00
358564	MSNA	02/04/2010	25.00
358565	MUNDELL GERALD	02/04/2010	216.97
358566	MUSTAR BETH	02/04/2010	143.08
358567	NASVIK CRAIG S	02/04/2010	147.00
358568	NATL GEOGRAPHIC SCHOOL PUBLISH	02/04/2010	630.71
358569	NATL MAH JONGG LEAGUE INC	02/04/2010	21.00
358570	NEIGHBORHOOD HOUSE	02/04/2010	78.00
358571	NELCO	02/04/2010	87.95
358572	NELSON, BETTY	02/04/2010	39.00
358573	NEOPOST LEASING	02/04/2010	159.99
358574	NEUBAUER BRUCE	02/04/2010	109.00
358575	NEW VISION PRINTING	02/04/2010	49.00
358576	NEXTEL COMMUNICATIONS	02/04/2010	944.76
358577	NOLAN KEITH	02/04/2010	70.00
358578	NORTH BRANCH HIGH SCHOOL	02/04/2010	25.00
358579	NORTH CENTRAL TRUCK EQUIPMENT	02/04/2010	665.02
358580	NORTHSTAR ACCESS LLC	02/04/2010	1,736.00
358581	NANCY A NUTTING	02/04/2010	1,800.00
358582	O'GRADY CATHY	02/04/2010	109.00
358583	Vendor Continued Check	02/04/2010	0.00
358584	OFFICE DEPOT	02/04/2010	672.92
358585	OLD GEM THEATER	02/04/2010	665.75
358586	ORANGE TREE EMPLOYMENT SCREENI	02/04/2010	278.80
358587	ORPHEUM THEATRE	02/04/2010	576.25
358588	OSTERBAUER, TODD E	02/04/2010	289.80
358589	PARTS ASSOC INC	02/04/2010	195.34
358590	PARTS NOW ! LLC	02/04/2010	731.50
358591	PARTY UNIT	02/04/2010	175.00
358592	PAYPAL INC-VPS	02/04/2010	54.10
358593	PEARSON MECHANICAL SERVICES IN	02/04/2010	27,024.74
358594	PERCIVAL DAVID C	02/04/2010	156.61
358595	PERFECTION LEARNING CORP	02/04/2010	170.50
358596	PERRY, MEGAN M	02/04/2010	39.25
358597	PETERSON, BETSY J	02/04/2010	563.41
358598	PETERS BRIAN	02/04/2010	70.00
358599	PETERSON REBECCA	02/04/2010	50.00
358600	PETERSON WAYNE	02/04/2010	57.00
358601	PETTY CASH	02/04/2010	60.32
358602	PETTY CASH	02/04/2010	600.00
358603	PETTY CASH	02/04/2010	400.00
358604	PITNEY BOWES PURCHASE POWER	02/04/2010	112.96

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358605	PITNEY BOWES INC	02/04/2010	141.94
358606	PITNEY BOWES	02/04/2010	1,269.00
358607	PLANA CHRISTINE M	02/04/2010	70.94
358608	PLASTER MARK A	02/04/2010	111.92
358609	PM ENTERPRISE	02/04/2010	425.00
358610	POCKET FULL OF THERAPY	02/04/2010	144.22
358611	POLAR CHEVROLET MAZDA	02/04/2010	120.36
358612	PRAXAIR DISTRIBUTION INC	02/04/2010	83.15
358613	PRESS PUBLICATIONS	02/04/2010	754.10
358614	PRO-ED INC	02/04/2010	188.10
358615	PROGRESSIVE BUSINESS PUBL	02/04/2010	230.00
358616	R & R SPECIALTIES INC	02/04/2010	31.50
358617	R-R ENTERPRISES	02/04/2010	5,290.00
358618	RA PEARSON & ASSOCIATES	02/04/2010	5,600.00
358619	RADISSON SUITE HOTEL	02/04/2010	371.12
358620	RAMSEY COUNTY	02/04/2010	4,484.06
358621	RAMSEY COUNTY COMM HUMAN SVCS	02/04/2010	19,106.00
358622	RAMSEY COUNTY LEAGUE OF LOCAL	02/04/2010	125.00
358623	RAMSEY COUNTY	02/04/2010	100.00
358624	RASMUSSEN, JEAN H	02/04/2010	160.00
358625	RATWIK ROSZAK & MALONEY PA	02/04/2010	587.90
358626	READ NATURALLY INC	02/04/2010	261.80
358627	REALLY GOOD STUFF INC	02/04/2010	559.44
358628	REASON	02/04/2010	31.00
358629	RED BALLOON BOOKSHOP	02/04/2010	95.09
358630	RED BALLOON EDUC SALES	02/04/2010	232.00
358631	REHBEIN TRANSIT INC	02/04/2010	3,300.00
358632	REINHART FOOD SERVICE	02/04/2010	2,892.90
358633	RELIABLE OFFICE SUPPLIES	02/04/2010	61.42
358634	RENAISSANCE LEARNING INC	02/04/2010	95.68
358635	RENTAL REHAB & REPAIR	02/04/2010	1,315.00
358636	RICOH AMERICAS CORP	02/04/2010	59.00
358637	ROCKFORD JEREMY	02/04/2010	90.90
358638	ROSEVILLE SKATING CENTER	02/04/2010	431.00
358639	ROSEVILLE HIGH SCHOOL	02/04/2010	50.00
358640	ROTO ROOTER	02/04/2010	2,674.00
358641	RUDIE, ANN	02/04/2010	50.00
358642	S & T OFFICE PRODUCTS INC	02/04/2010	188.58
358643	SAFEWAY DRIVING SCHOOL	02/04/2010	2,480.00
358644	SALVATION ARMY	02/04/2010	450.26
358645	SAM'S CLUB	02/04/2010	139.95
358646	SAM'S CLUB	02/04/2010	699.69
358647	SAM'S CLUB	02/04/2010	180.06
358648	SAMMONS PRESTON	02/04/2010	106.81
358649	SCHAEFER, EMILY L	02/04/2010	141.55
358650	SCHINDLER ELEVATOR CORP	02/04/2010	794.55
358651	SCHMIDT NOEL	02/04/2010	130.90
358652	SCHMITT MUSIC COMPANY	02/04/2010	141.66
358653	SCHOLASTIC MAGAZINES	02/04/2010	351.12
358654	SCHOOL HEALTH	02/04/2010	48.00

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358655	SCHOOL OUTFITTERS.COM	02/04/2010	408.59
358656	SCHOOL PROJECT	02/04/2010	3,905.05
358657	SCHOOL SPECIALTY SUPPLY	02/04/2010	77.03
358658	SCHOOL-TECH INC	02/04/2010	375.72
358659	SCHOOLLAW.COM	02/04/2010	151.00
358660	SCHROEDER, ROBERT	02/04/2010	59.00
358661	SCHUESSLER EILEEN L	02/04/2010	34.37
358662	SCHUMACHER WHOLESALE MEATS	02/04/2010	10,648.40
358663	SCHWARTZ, MATT	02/04/2010	129.00
358664	SCIENCE MUSEUM OF MINNESOTA	02/04/2010	159.00
358665	SEA LIFE MN INC	02/04/2010	283.50
358666	SECOND HARVEST FARM CENTRAL	02/04/2010	301.50
358667	SECURITAS SEC SVCS USA INC	02/04/2010	3,450.78
358668	SEM, KENNETH	02/04/2010	6.68
358669	SENDIO INC	02/04/2010	22,949.00
358670	Vendor Continued Check	02/04/2010	0.00
358671	SENTRY SYSTEMS INC	02/04/2010	1,625.00
358672	SEVERSON, LAUREL	02/04/2010	497.00
358673	SHAND, CONNIE	02/04/2010	109.00
358674	SHAWBOLD, DEAN	02/04/2010	361.50
358675	SHIFFLER EQUIPMENT SALES INC	02/04/2010	441.22
358676	SIEBENALER, KEVIN R	02/04/2010	52.50
358677	SIEMENS BUILDING TECHNOLOGIES	02/04/2010	711.25
358678	SKURDALSVOLD, ABIGAIL E	02/04/2010	171.29
358679	SNAP ON TOOLS	02/04/2010	421.80
358680	SOMMERS, MICHON LEE	02/04/2010	40.00
358681	SONUS INTERIORS, INC.	02/04/2010	2,080.50
358682	SORENSEN CHRISTOPHER	02/04/2010	30.08
358683	SOUTH DAKOTA TEACHER JOB FAIR	02/04/2010	225.00
358684	SOUTHWEST PREFERRED FINISHING	02/04/2010	244.98
358685	SOUTHWEST STRINGS	02/04/2010	133.03
358686	STAFF DEVELOPMENT FOR EDUCATOR	02/04/2010	199.00
358687	STAFF DEVELOPMENT RESOURCES	02/04/2010	199.00
358688	STATE SUPPLY CO	02/04/2010	739.50
358689	STENDER DEB	02/04/2010	74.00
358690	STEWART, SCOTT	02/04/2010	50.80
358691	STILLWATER HIGH SCHOOL	02/04/2010	180.00
358692	STONEBROOKE EQUIPMENT INC	02/04/2010	1,445.00
358693	STREAMLINE DESIGN INC	02/04/2010	158.00
358694	STRINGER BUSINESS SYSTEMS INC	02/04/2010	34.13
358695	STROM, CHRIS	02/04/2010	21.00
358696	STUDENT SUPPLY	02/04/2010	304.61
358697	SUBURBAN FLOOR COVERING	02/04/2010	2,844.00
358698	SULLIVAN, CHRIS	02/04/2010	250.00
358699	SUMMIT LEARNING	02/04/2010	641.00
358700	SUMMIT PROFESSIONAL EDUC	02/04/2010	179.00
358701	SUN-CHEM	02/04/2010	1,411.50
358702	SUNDBERG CRAIG	02/04/2010	72.00
358703	SUNDER, CARRIE DAMON	02/04/2010	74.00
358704	SVIR, SARA A	02/04/2010	46.10

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358705	TAMARACK NATURE CENTER	02/04/2010	1,200.00
358706	TARGET BANK	02/04/2010	1,500.00
358707	TARGET	02/04/2010	150.00
358708	TECHNOLOGY FOR EDUCATION	02/04/2010	2,645.00
358709	TENNANT, MELISA	02/04/2010	35.42
358710	TESCHENDORF, RACHEL	02/04/2010	80.00
358711	THELEN JILL ANNE	02/04/2010	24.00
358712	THINK SOCIAL PUBLISHING INC	02/04/2010	93.00
358713	THREE RIVERS PARK DISTRICT	02/04/2010	195.00
358714	TIERNEY BROTHERS INC	02/04/2010	35.00
358715	TNT SCHOOL SUPPLIES INC	02/04/2010	104.90
358716	TONDER DIANE	02/04/2010	940.00
358717	TOSHIBA FINANCIAL SERVICES	02/04/2010	111.00
358718	TOUSLEY FORD INC	02/04/2010	15.00
358719	TRADE PRESS INC	02/04/2010	1,228.00
358720	TRANE US INC	02/04/2010	492.00
358721	TRI STATE BOBCAT	02/04/2010	451.65
358722	TRIO SUPPLY COMPANY	02/04/2010	3,361.95
358723	TRUCK UTILITIES MFG CO	02/04/2010	49.34
358724	TURN AROUND PUBLISHING INC	02/04/2010	149.00
358725	TWIN CITY JANITOR SUPPLY CO	02/04/2010	170.60
358726	U.S. ENERGY SERVICES INC	02/04/2010	138,337.60
358727	UHL CO INC	02/04/2010	9.00
358728	UPPER LAKES FOODS INC	02/04/2010	102,612.26
358729	VACATION SPORTS	02/04/2010	193.00
358730	VANGUILDER CRAIG	02/04/2010	129.00
358731	VASKE, MARY	02/04/2010	129.99
358732	VENBURG TIRE CO	02/04/2010	80.00
358733	VER-TECH INC	02/04/2010	178.15
358734	VERIZON WIRELESS	02/04/2010	396.00
358735	VERNIER SOFTWARE	02/04/2010	6,751.85
358736	VERNON, AMANDA M	02/04/2010	141.27
358737	VIKING AUTOMATIC SPRINKLER	02/04/2010	775.00
358738	VIKING INDUSTRIAL CENTER	02/04/2010	130.04
358739	VIRCO INC	02/04/2010	174.10
358740	WALD TIM	02/04/2010	1,147.32
358741	WALKER PHD, SUSAN K	02/04/2010	500.00
358742	WATCH ME DRAW! LLC	02/04/2010	3,460.00
358743	WHITE BEAR CENTER FOR THE ARTS	02/04/2010	319.40
358744	WHITE BEAR DODGE	02/04/2010	90.16
358745	WHITE BEAR FLORAL SHOP	02/04/2010	62.13
358746	WHITE BEAR GLASS INC	02/04/2010	263.00
358747	WHITE BEAR LOCKSMITH INC	02/04/2010	58.60
358748	WHITE BEAR LAKE (CITY OF)	02/04/2010	11.50
358749	WHITE BEAR LAKE FOOTBALL PAREN	02/04/2010	750.00
358750	WEINREIS DEB	02/04/2010	70.00
358751	WENDLAND, TERESA	02/04/2010	47.00
358752	WESTERN PSYCHOLOGICAL SERVICES	02/04/2010	218.90
358753	WHELAN KATE	02/04/2010	340.08
358754	WIERSMA, LANCE	02/04/2010	77.00

Check Nbr	Vendor Name	Check Date	Check Amount
358755	WILCOX, RICHARD L	02/04/2010	294.20
358756	WILD MOUNTAIN	02/04/2010	2,688.00
358757	WINNICK SUPPLY	02/04/2010	36.08
358758	WITTMAN DAVID W	02/04/2010	70.00
358759	WOODRICH WARD	02/04/2010	72.00
358760	WORLDWIDE INTERPRETER SERVICE	02/04/2010	70.00
358761	THE WRIGHT STUFF INC	02/04/2010	161.65
358762	XCEL ENERGY	02/04/2010	82,830.72
358763	YAMAMOTA, JANICE	02/04/2010	4.00
459	Computer Check(s) For a Total of		2,018,981.33

Check Nbr	Vendor Name	Check Date	Check Amount
351355	HANSON, KYLE	02/04/2010	90.00
352620	STROM, CHRIS	02/04/2010	21.00
353932	DOTTE, BRENDA L	02/04/2010	175.00
354002	HUEBL SUE	02/04/2010	175.00
354023	JOYCE DEBORAH	02/04/2010	175.00
354029	KEANE DIANNE	02/04/2010	175.00
354032	KEESE JENNIFER R	02/04/2010	175.00
354067	LODERMEIER EILEEN F	02/04/2010	175.00
354083	MATTICE JULIE A	02/04/2010	175.00
354088	MCGOUGH BARBARA A	02/04/2010	175.00
354128	NAVIS NANCY L	02/04/2010	175.00
354178	QUARFOTH, LYNN MARIE	02/04/2010	175.00
354207	SCHOENBERGER DEBORAH	02/04/2010	175.00
354242	SOMORA LORI	02/04/2010	175.00
354288	VICKERMAN SUSAN	02/04/2010	175.00
354295	WANLESS, TAMELA K	02/04/2010	175.00
354310	WILKE, JANELLE J	02/04/2010	175.00
354769	NOLAN KEITH	02/04/2010	70.00
355399	BAILEY, ERIN	02/04/2010	25.00
356698	INTERCULTURAL DEVMT INVENTORY	02/04/2010	300.00

20 Void Check(s) For a Total of 3,131.00

	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
	459	Computer	Checks For a Total of	2,018,981.33
Total For	459	Manual, Wire Tran, ACH & Computer Checks		2,018,981.33
Less	20	Voided	Checks For a Total of	3,131.00
			Net Amount	2,015,850.33

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: **March 8, 2010**

SUGGESTED DISPOSITION: **Operational Item**

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

Donation	Donor	Recipient
$187.50	Sean Callahan	Otter Lake Elementary School
$187.50	Microsoft Matching Gifts Program	Otter Lake Elementary School
$800 for Field Trips	Target Field Trip Grants Program	Area Learning Center

RECOMMENDATION: Accept donations.

AGENDA ITEM: **Field Trip Request**

MEETING DATE: **March 8, 2010**

SUGGESTED DISPOSITION: **Consent Agenda**

CONTACT PERSON(S): **Cindy Moore, Director of Curriculum and Assessment**
Jill Thelen, Director of Schools

Background:
School Board Policy #610 – Field Trips requires School Board approval of any overnight field trips. 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	Cost and Source of Revenue	Means of Transportation	Purpose of Field Trip
March 22-23, 2010 Eagle Bluff Environmental Center, Lanesboro, MN	Traci Bowermaster and Beth Samuelson ALC - Insight	Insight Recovery School	2 days	8 students	A statewide grant through the National Youth Recovery Foundation and the Dept. of Human Services	Chartered Bus funded by a Grant NYRE and the Dept. of Human Services	To build on the values of personal responsibility and respect for self and others.
April 16-17, 2010 Chicago	Lou Ferreri South Campus	White Bear Area High School South Campus Art Department	1 day	36-44 students	$425.00	Bus	Visit art museums, galleries, and two major stage productions.
May 17-18, 2010 Brainerd International Raceway, Brainerd, MN	Delroy Nyren South Campus	Mechanical Engineering 1 and 2	2 days	17 students	Carpooling, meals and possible hotel if not camping at the raceway.	Carpooling	Compete in MTEA High Mile Challenge. Designed and developing two cars to compete.

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

INDEPENDENT SCHOOL DISTRICT NO.624
Department of Human Resources

RESIGNATION - CLASSIFIED STAFF

ERIK D. PETERSON - Bus Driver, Bus Garage
Employed by District 624 since 09/26/2008
Effective Date: 03/26/2010

RECOMMEND APPROVAL

RETIREMENTS - CLASSIFIED STAFF

COLLETTE L. CHAPUT - Pupil Support Assistant, Lincoln Elementary
Employed by District 624 since 10/04/1988
Effective Date: 06/11/2010

RECOMMEND APPROVAL

ANITA S. HAIDER - Pupil Support Assistant, Central Middle School
Employed by District 624 since 11/02/1977
Effective Date: 06/11/2010

RECOMMEND APPROVAL

CANDYCE D. MCGRAW - Part-Time Cook, Central Middle School
Employed by District 624 since 01/13/2005
Effective Date: 03/26/2010

RECOMMEND APPROVAL

RESIGNATION - EXTRA CURRICULAR ONLY

DEREK J. OTTO - Head Boys Tennis Coach
Employed by District 624 since 03/24/2008
Effective Date: 02/12/2010

RECOMMEND APPROVAL

RESIGNATIONS - CERTIFIED STAFF

TARA M. KLATT - Bridges Teacher, On Leave
Employed by District 624 since 08/23/2007
Effective Date: 06/15/2010

RECOMMEND APPROVAL

MICHELLE R. REICH - Mathematics Teacher, On Leave
Employed by District 624 since 08/24/1998
Effective Date: 02/15/2010

RECOMMEND APPROVAL

INDEPENDENT SCHOOL DISTRICT NO.624
Department of Human Resources

UNPAID MATERNITY LEAVE - CERTIFIED STAFF

CHA VANG - Grade 5 Teacher, Lakeaires Elementary
Unpaid from 12/01/2009 through 03/05/2010

RECOMMEND APPROVAL

INDEPENDENT SCHOOL DISTRICT NO.624
Department of Human Resources

NEW PERSONNEL - EXTRA CURRICULAR ONLY

JAMES F. LEMERE - Head DAPE Floor Hockey, Step 1 @ .5

$1,390.50

RECOMMEND APPROVAL

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 (4 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. 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.
6. A handout on the purpose of School Board meetings and the meeting process is available.
7. Citizens may be asked to address the school board on a particular subject during the discussion of that item.
8. 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:	**March 8, 2010**
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.

D. DISCUSSION ITEMS

AGENDA ITEM:	**School Board Policy #420, Students and Employees with Communicable or Infectious Diseases**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Discussion Item**
CONTACT PERSON(S):	**Kathleen Daniels, Director of Special Services**

BACKGROUND:

School Board Policy #420, Students and Employees with Communicable or Infectious Diseases, has been reviewed by the School Board Policy Committee and is recommended for a first reading. The changes recommended are consistent with those recommended by MSBA.

RECOMMENDATION: To review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 12 School Board meeting agenda or subsequent meeting as an operational item for action.

420 STUDENTS AND EMPLOYEES WITH COMMUNICABLE OR INFECTIOUS DISEASES, ~~INCLUDING SEXUALLY TRANSMITTED INFECTIONS AND DISEASES~~

I. PURPOSE

~~The purpose of this policy is to adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors. Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected.~~

The school board will adopt measures effectively responding to health concerns regarding communicable or infectious diseases while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

~~II. DEFINITIONS~~

~~A. "Communicable diseases" are health problems caused by infectious agents that can be transmitted from one person to another in any setting, including schools. Typically people recover from communicable disease with no treatment or short-term medical treatment and these diseases do not cause long-term problems.~~

~~B. "Chronic infectious diseases" are disease caused by infectious agents that are difficult to transmit in the school setting, but have the potential of serious long-term effects for the person who is infected. These could include Human Immunodeficiency Virus (HIV/AIDS), Hepatitis B and C, and Tuberculosis. Chronic infectious disease in a school setting does not occur through normal school contact.~~

~~III.~~ II GENERAL STATEMENT OF POLICY

A. Students

It is the policy of the school board that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established in consultation with community health and private

diseases will be established in consultation with community health and private health care providers by the school district in its IEP and Section 504 team process. ~~The District will establish procedures for minimizing interruptions to learning resulting from communicable diseases.~~ Procedures for the inclusion of students with communicable ~~or chronic infectious~~ diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees.

It is the policy of the school board that employees with communicable ~~or chronic infectious~~ diseases not be excluded from attending to their customary employment so long as they are physically, mentally and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a ~~contagious~~ infected individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon ~~district guidelines,~~ the nature of the risk (how it is transmitted), the duration of the risk (how long the ~~carrier~~ person is infectious), the severity of the risk (what is the potential harm to ~~third parties~~ other people) and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student ~~is~~ identified as having a ~~disabled~~ disability, such a determination will be made in consultation with the Individuals ~~e~~Educational ~~p~~Planning (IEP) team.

2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious ~~conditions~~ diseases than other persons infected with the same ~~illness~~ disease. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee. These considerations may be in consultation with the physician of the student or employee, the parent/guardian of the student, and/or with the Minnesota Department of Health.

D. Student with Special Circumstances and Conditions

The Director of Special Services, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic re-evaluation as deemed necessary by a ~~state~~ Minnesota Department of Health epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals, taking into consideration guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational (including health and safety) need to know and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.

2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a student or staff member has a reportable communicable disease or their medical condition threatens public health, a report will be made to the county and state health departments.

I. Prevention

The school district shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with the Minn. Stat. 121A.23. ~~which includes:~~

~~1. planning materials, guidelines, and other technically accurate and updated information;~~

~~2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;~~

~~3. cooperation and coordination among school districts and Service Cooperatives;~~

~~4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts.~~

~~5. involvement of parents and other community members;~~

~~6. in service training for district staff and school board members;~~

~~7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;~~

~~8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and~~

~~9. participation by state and local student organizations.~~

~~10. The program must be consistent with the health and wellness curriculum.~~

~~11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources including public health funds and foundations, department professional development funds, federal block grants or other federal or state grants.~~

J. Vaccination and Screening

The school district will ~~develop~~ follow the law and guidelines ~~regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law~~ for immunization of students (Minnesota Statute Sec. 121A.15 and Minnesota Rules Chapter 4604).

~~IV. ENFORCEMENT~~

~~The White Bear Lake Public Schools have developed procedures for handling diseases and infectious conditions, blood and other body fluids, a vaccination program for Hepatitis B, and Tuberculosis containment and for educating employees about these procedures. All procedures do and will conform to the regulations of communicable disease control as defined by the Minnesota Department of Health.~~

~~V. DISSEMINATION OF POLICY AND PROCEDURES~~

~~Board policy procedures can be found in all the schools' Health Offices and at the District Center.~~

Legal References: Minn. Stat.121A.15 (School Immunization Law)
Minn. Stat. §121A.23 (Health-Related Programs)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. §144.441-442 (Tuberculosis)
20 U.S.C. § 1400 *et seq.* (IDEA) (Individuals with Disabilities Employment Improvement Act of 2004)
29 U.S.C. 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. §12101 *et seq*. (Americans with Disabilities Act)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.) *cert. denied*, 493 U.S. 892, 110 S. Ct. 239 (1989)
School Board of Nassau County, Fla. V. Arline, 480 U.S. 273, 107 S.Ct. 1123 (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990
~~Minn. Stat. § 4605.7040 (Disease & Reports)~~

Cross References: WBLASB Policy 402 (Disability Nondiscrimination)
WBLASB Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)
WBLASB Policy 521 (Student Disability Nondiscrimination)
WBLASB Policy 530 (Immunization Requirements)

PROCEDURES FOR POLICY 420: STUDENTS AND EMPLOYEES WITH COMMUNICABLE OR INFECTIOUS DISEASES

INCIDENT: INFECTIOUS DISEASE - EPIDEMIC / PANDEMIC

General Information

Definitions:

A. Epidemic - An outbreak or unusually high occurrence of a disease or illness in a population or area. (May include: pertussis, mumps, meningitis, encephalitis, etc.)

B. Pandemic - an epidemic that is geographically widespread; occurring throughout a region or even throughout the world. (May include: pandemic influenza, avian flu, SARS, etc.)

The information in this incident plan is a general overview of preparedness planning and early detection. The response to an epidemic incident or a pandemic incident will have a varying response depending on the type of disease/illness and how wide spread it is. County, state and federal public health agencies will become involved as cases are identified and geographical areas determined. The district is working with these officials to develop a complete preparedness and response plan.

Preparedness Hints:

A. Protect yourself – wash hands, often, using soap and warm water.

B. Cover your mouth when coughing or sneezing.

C. Maintain a healthy life style, including eating healthy, getting exercise and getting enough rest. Maintain a good fluid intake.

D. Use disinfectants or cleaning wipes on phones, desks, etc.

E. Check with your doctor to ensure that your immunizations, including annual influenza immunization, are up to date. If not, get the appropriate immunizations.

F. See Epidemic and Pandemic Checklists – provided in the "Appendix – Resource" section should be reviewed.

During School Hours

A. Students or staff showing signs of illness will report to the Health Office. Health Office employees will use designated procedures, including the use of personal protective equipment, to evaluate person.

B. Students or staff may be sent home or advised to see a doctor for further diagnosis or medical care.

PROCEDURES FOR POLICY 420: STUDENTS AND EMPLOYEES WITH COMMUNICABLE OR INFECTIOUS DISEASES

INCIDENT: INFECTIOUS DISEASE - EPIDEMIC / PANDEMIC

C. The Health Office, through a reporting process with the St. Paul - Ramsey County Department of Public Health or Washington County Department of Public Health, (dependent on where the suspected or known cases reside), will track cases. Guidelines "Selective Infectious Diseases of Children- School Reference", developed in collaboration with the St. Paul - Ramsey County Department of Public Health will be followed.

D. The Health Office will notify the building administrator when the presence of the infectious disease or the number of cases reaches the reporting level for that disease. (Diseases Reportable to the Minnesota Department of Health)

E. The school nurse or building administrator will notify the Director of Special Education (651-407-7552) and the Superintendent (651-407-7563) or Director of Schools (651-407-7567).

F. The district will work with the local, county and state agencies.

G. A determination will be made whether or not to cancel school and/or to send students home.

H. Plans for long term school or district closing will be determined as needed.

I. Designated District Administrator/Communications Coordinator will disseminate appropriate information to staff and students.

J. The police department, in coordination with designated District Administrator/Communications, Coordinator will release information to media.

K. Implement post-crisis procedures. (See: "Procedures – Post Crisis Review" section)

Incident Occurs After Hours:

If an outbreak happens inside our school facilities after school hours the following steps should be followed.

A. Call (9) 911.

B. Locate Assistant Head Engineer/Custodian (see: Appendix: Emergency Phone Numbers)

C. Assistant Head Engineer/Custodian will contact building administrator.

If an outbreak happens in our community, not within our facilities, the building calling trees will be used to contact staff regarding procedures to follow. Students and families should watch media reports for school closings, these procedures will be similar to the current school closings – snow procedures that we use.

AGENDA ITEM:	**School Board Policy #531, The Pledge of Allegiance**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Discussion Item**
CONTACT PERSON(S):	**Dr. Michael Lovett, Superintendent**

BACKGROUND:

School Board Policy #531, The Pledge of Allegiance, has been reviewed by the School Board Policy Committee and is recommended for a first reading. The changes recommended are consistent with those recommended by MSBA. We have verified that each of our schools is publicly reciting the Pledge of Allegiance in accordance with State law and policy.

RECOMMENDATION: To review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 12 School Board meeting agenda or subsequent meeting as an operational item for action.

531 THE PLEDGE OF ALLEGIANCE

I. PURPOSE

The school board recognizes the need to display an appropriate United States flag and to provide instruction to students in the proper etiquette, display, and respect of the flag. The purpose of this policy is to provide for recitation of the ~~pledge of allegiance~~ Pledge of Allegiance and instruction in school to help further that end.

II. GENERAL STATEMENT OF POLICY

Students in this school district shall recite the ~~pledge of allegiance~~ Pledge of Allegiance to the flag of the United States of America one or more times each week. The recitation shall be conducted:

A. By each individual classroom teacher or the teacher's surrogate; or

B. Over a school intercom system by a person designated by the school principal or other person having administrative control over the school.

III. EXCEPTIONS

Anyone who does not wish to participate in reciting the ~~pledge of allegiance~~ Pledge of Allegiance for any personal reasons may elect not to do so. Students and school personnel must respect another person's right to make that choice.

IV. INSTRUCTION

Students will be instructed in the proper etiquette toward, correct display of, and respect for the flag, and in patriotic exercises.

Legal References: Minn. Stat. § 121A.11, Subd. 3 (Pledge of Allegiance)
Minn. Stat. § 121A.11, Subd. 4 (Instruction)

Cross References:

AGENDA ITEM:	**School Board Policy #533, Wellness**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Discussion Item**
CONTACT PERSON(S):	**Kathleen Daniels, Director of Special Services**

BACKGROUND:

School Board Policy #533, Wellness, has been reviewed by the School Board Policy Committee and is recommended for a first reading. The changes recommended are consistent with those recommended by MSBA.

RECOMMENDATION: To review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 12 School Board meeting agenda or subsequent meeting as an operational item for action.

533 WELLNESS

I. PURPOSE

The purpose of this policy is to assure a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition education and physical education are essential components of the educational process and that good health fosters student attendance and education.

B. The school environment should promote and protect students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of students, parents, teachers, food service staff, and other interested persons in implementing, monitoring, and reviewing school district nutrition and physical activity policies.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. GUIDELINES

A. Foods and Beverages

1. All foods and beverages made available on campus (including concessions and a la carte cafeteria items) will be consistent with the current USDA Dietary Guidelines for Americans.

2. Food service personnel will take every measure to ensure that student access to foods and beverages meet or exceed all federal, state, and local laws and guidelines.

3. Food service personnel shall adhere to all federal, state, and local food safety and security guidelines.

4. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.

5. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.

6. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

7. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes, unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The school district will provide healthy and safe school meal programs that strictly comply with all federal, state, and local statutes and regulations.

2. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA Dietary Guidelines for Americans.

3. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.

C. Nutrition Education and Promotion

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

b. part of health education classes as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.

2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte [snack] lines, vending machines, fundraising events, concession stands, and student stores.

3. Schools will discourage the use of foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.

D. Physical Activity

1. Students need opportunities for daily physical activity and to fully embrace regular health and physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities such as watching television;

2. In addition to regular physical education, opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

E. Communications with Parents

1. The school district recognizes that parents and guardians have a primary and fundamental role in promoting and protecting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The school district will provide information to parents about health and physical education and other school-based wellness opportunities.

IV. IMPLEMENTATION AND MONITORING

A. After approval by the school board, the wellness policy will be implemented throughout the school district.

B. School food service staff, at the school or district level, will ensure compliance within the school's food service areas and will report to the food service program administrator, the building principal, or the superintendent's designee, as appropriate.

C. The school district's food service program administrator will provide an annual report to the superintendent setting forth the nutrition guidelines and procedures for selection of all foods made available on campus.

D. The superintendent or designee will ensure compliance with the Wellness policy and will provide an annual report of the school district's compliance with the policy to the school board.

Legal References:
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act of 1966)
P.L. 108-265 (2004) § 204 (Local Wellness Policy)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources:
Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org ~~and www.actionforhealthykids.org/filelib/toolsforteams/recom/MN-Healthy%20Foods%20for%20Kids%208-2004.pdf~~

AGENDA ITEM:	**School Board Policy #615, Minnesota Academic Standards Testing Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodation and LEP Students**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Discussion Item**
CONTACT PERSON(S):	**Cindy Moore, Director of Curriculum and Assessment** **Kathleen Daniels, Director of Special Services**

BACKGROUND:

School Board Policy #615, Minnesota Academic Standards Testing Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodation and LEP Students, has been reviewed by the School Board Policy Committee and is recommended for a first reading. The changes recommended are consistent with those recommended by MSBA.

RECOMMENDATION: To review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 12 School Board meeting agenda or subsequent meeting as an operational item for action.

615 ~~BASIC STANDARDS TESTING,~~ MINNESOTA ACADEMIC STANDARDS TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEP, SECTION 504 ACCOMMODATION AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program IEP, Rehabilitation Act of 1973, § 504 Section 504 accommodation, or limited English proficiency LEP needs to meet the graduation requirements of basic skills testing.

II. GENERAL STATEMENT OF POLICY

~~All students with disability in accordance with Section 504 or the Individuals With Disabilities Education Improvement Act (IDEIA) or students with Limited English Proficiency (LEP) are included in all general State and district-wide assessment programs.~~

~~The District will provide appropriate accommodations, modifications and exemptions to ensure equal opportunity to meet the requirements of Basic Skills Testing.~~

~~A.~~ The school district will utilize the existing annual review of ~~Individual Education Plans (~~IEPs~~)~~ or Section 504 ~~A~~accommodation plans to review, on a case-by-case basis, the extent of student participation in basic standards testing.

~~B.~~ Students with LEP needs must be identified and accommodations made.

III. DEFINITION OF TERMS

~~The district will define terms used in this policy, in accordance with the current guidelines issued by the Minnesota Department of Education (MDE).~~ See the current "Procedures Manual for the Minnesota Assessments" which can be found on the Minnesota Department of Education's (MDE's) website at: http://education.state.mn.us, then click on "Accountability Programs," followed by "Assessment and Testing," and "Policies, Procedures & Guidelines."

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR BASIC STANDARDS TESTING

~~The district will implement procedures consistent with the current guidelines issued by the Minnesota Department of Education. A copy of MDE's current guidelines is available upon request from the District's Special Services Office.~~

See the current "Procedures Manual for the Minnesota Assessments" which can be found on MDE's website at: http://education.state.mn.us, then click on "Accountability Programs," followed by "Assessment and Testing," and "Policies, Procedures & Guidelines."

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the School District Test Administrator or designee. The School District Test Administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. This will be done annually on December 1. Testing results will be documented and reported.

Legal References:

Minn. Stat § 120B.11 (School District Process)
Minn. Stat § 120B.30 (Statewide Testing and Reporting System)
Minn. Rule Parts 3501.0010 – 3501.0180 (Rules Relating to Graduation Standards – Mathematics and Reading)
Minn. Rule Parts 3501.0200 – 3501.0290 (Rules Relating to Graduation Standards – Written Composition)
~~Minn. Rule Parts 3501.0300 – 3501.0469 (Rules Relating to Graduation Standards – Profile of Learning)~~
Minn. Rule Parts 3501.0505-3501.0745 (K-12 Standards)

Cross References:

WBLASB Policy 104 (School District Mission Statement)
WBLASB Policy 601 (School District Curriculum and Instruction Goals)
WBLASB Policy 613 (Graduation Requirements)
WBLASB Policy 614 (School District Testing Plan and Procedure)
WBLASB Policy 616 (School District System Accountability)

E. OPERATIONAL ITEMS

AGENDA ITEM:	**School Board Policy #409, Employee Publications, Instructional Materials, Inventions and Creations**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Operational Item**
CONTACT PERSON(S):	**Cindy Moore, Director of Curriculum and Assessment**

BACKGROUND:

School Board Policy #409, Employee Publications, Instructional Materials, Inventions and Creations, has been reviewed by the School Board Policy Committee and had a first reading at the February School Board meeting. The changes recommended are consistent with those recommended by MSBA.

RECOMMENDATION: Approve School Board Policy #409, Employee Publications, Instructional Materials, Inventions and Creations with the changes recommended.

409 EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS AND CREATIONS

I. PURPOSE

The purpose of this policy is to identify and reserve the proprietary rights of the school district to certain publications, instructional materials, inventions, and creations which employees may develop or create, or assist in developing or creating, while employed by the school district.

II. GENERAL STATEMENT OF POLICY

Unless the employee develops, creates or assists in developing or creating a publication, instructional material, invention or creation entirely on the employee's own time and without the use of any school district facilities or equipment, the employee shall immediately disclose and, on demand of the school district, assign any rights to publications, instructional materials, computer programs, materials posted on websites, inventions or creations which the employee develops or creates or assists in developing or creating during the term of employee's employment and for ten (10) years thereafter. In addition, employees shall sign such documents and perform such other acts as may be necessary to secure the rights of the school district relating to such publications, instructional materials, computer programs, materials posted on websites, inventions and/or creations, including domestic and foreign patents and copyrights.

III. NOTICE OF POLICY

The school district shall give employees notice of this policy by such means as are reasonably likely to inform them of this policy.

Legal References: Minn. Stat. § 181.78 (Agreements; Terms Relating to Inventions)
17 U.S.C. §101 et seq. (Copyrights)

Cross References:

AGENDA ITEM:	**School Board Policy #506, White Bear Lake Area School District Student Discipline Policy**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Operational Item**
CONTACT PERSON(S):	**Dr. Jill Thelen, Director of Schools**

BACKGROUND:

School Board Policy #506, White Bear Lake Area School District Student Discipline Policy, has been reviewed by the School Board Policy Committee and had a first reading at the February School Board meeting. The changes recommended are consistent with those recommended by MSBA.

After the February School Board meeting, Dr. Thelen and the School Board Policy Committee had further discussion on Policy 506 and the following was added to this policy.

> *Under heading III (Areas of Responsibility):* ***H. For the purpose of this policy "student guests" are individuals in grades 9 through age 21 who do not attend White Bear Lake Area Schools.***

In addition to this change, protocols for use of the passive alcohol sensor devices at school activities were developed to accompany Policy 506 and 502.

Both the policy and the protocols are attached.

RECOMMENDATION: Approve School Board Policy #506, White Bear Lake Area School District Student Discipline Policy with the changes recommended.

506 WHITE BEAR LAKE AREA SCHOOL DISTRICT STUDENT DISCIPLINE POLICY

I. ~~POLICY~~ PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The School Board of Independent School District No. 624 recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

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

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

B. Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. It is the position of the school district that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with the subject to The Pupil Fair Dismissal Act, Minn. Stat §§ 121A.40-121A.56.

C. In view of the foregoing and in accordance with Minn. Stat §§ 121A.55, the school board with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations

as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. AREAS OF RESPONSIBILITY

A. ~~The~~ School Board: The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of the district's discipline policy.

B. Superintendent: The superintendent shall establish guidelines and directives to carry out this policy, holds all school personnel, students and parents responsible for conforming to this policy, and supports all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal: The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

D. Teachers: All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

E. Other School District Personnel: All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

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

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

H. For the purpose of this policy "student guests" are individuals in grades 9 through age 21 who do not attend White Bear Lake Area Schools.

~~H.~~I. Community Members: Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

IV. STUDENT~~S~~ RIGHTS

All students have the right to an education and the right to learn.

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. ~~For~~ To monitor their own behavior, and for knowing and obeying all school rules, regulations, policies and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students enrolled;

F. To be aware of all school rules, regulations, policies and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds and school property, school-sponsored activities or trips, school bus stops, school buses, school vehicles, school contracted vehicles or any other vehicles approved for school district purposes, the area of entrance or departure from school premises or events, and all school-related functions. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson,
breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism.

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing or distributing tobacco or tobacco paraphernalia;

9. Using, possessing, distributing or being under the influence of alcohol or other intoxicating substances or look-alike substances.

10. <u>Passive Breath Alcohol Sensor Devices may be used to screen students/student guests for evidence of alcohol consumption at school sponsored events.</u>

11. Administration, with reasonable suspicion of student use of alcohol during the school day may use the Passive Breath Alcohol Sensor Device to determine alcohol consumption.

12. Using, possessing or distributing, or being under the influence of narcotics, drugs, or other controlled substances, or look-alike substances, except as prescribed by a physician, including one student sharing prescription medication with another student.

13. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

14. Using, possessing or distributing weapons, or look-alike weapons or other dangerous objects;

15. Violation of the school district's Weapons Policy.

16. Violation of the schools district's Violence Prevention Policy;

17. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

18. Possession, use or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function by explosion;

19. Possession, use or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

20. Video imaging equipment is prohibited in bathrooms and locker rooms. This includes cell phones and other technology devices.

21. Use or possession of an ignition device, including a butane or disposable lighter or matches, except where the device is used in a manner authorized by the school.

22. Violation of any local, state or federal law as appropriate;

23. Acts disruptive of the educational process, including, but not limited to, disobedience; disruptive or disrespectful behavior; defiance of authority; cheating; insolence; insubordination; failure to identify oneself; improper activation of fire alarms or defibrilators; or bomb threats;

24. Violation of the school district's Internet Acceptable Use and Safety Policy;

25. Use of nuisance devices or objects which cause distractions or disruptions and may facilitate cheating, including, but not limited to: pagers, phones, including picture phones, and other electronic devices;

26. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

27. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

28. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

29. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

30. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

31. Possession or distribution of slanderous, libelous or pornographic materials;

32. Violation of the school district's Bullying Prohibition Policy;

33. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

34. Criminal activity;

35. Falsification of any records, documents, notes or signatures;

36. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

37. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism or collusion; including the use of picture phones or other technology to accomplish this end;

38. Impertinent or disrespectful language toward teachers or other school district personnel;

39. Violation of the school district's Harassment and Violence Policy;

40. Actions, including fighting or any other assaultive behavior, which cause or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

41. Committing an act which inflicts bodily harm upon another person, even though accidental or a result of poor judgment;

42. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

43. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating or that degrades other people;

44. Physical or verbal threats, including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

45. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin or sexual orientation;

46. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

47. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

48. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstructs the mission or operations of the school district or the safety or welfare of students or employees.

VII. DISCIPLINARY ACTION OPTIONS

It is the general policy of the school district to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's

misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with the teacher, principal, counselor or other school district personnel, and verbal warning;

B. Parent contact;

C. Parent conference;

D. Removal from class;

E. In-school suspension;

F. Suspension from extracurricular activities;

G. Detention or restriction of privileges;

H. Loss of school privileges;

I. In-school monitoring or revised class schedule;

J. Referral to in-school support services;

K. Referral to community resources or outside agency services;

L. Restitution;

M. Referral to police or other law enforcement agencies, or other appropriate authorities;

N. A request for a petition to be filed in district court for juvenile delinquency adjudication;

O. Out-of-school suspension under The Pupil Fair Dismissal Act;

P. Preparation of an admission or re-admission plan;

Q. Extended detention after school or Saturday School;

R. Expulsion under The Pupil Fair Dismissal Act;

S. Exclusion under The Pupil Fair Dismissal Act;

T. Alternative educational setting; and/or

U. Other disciplinary action as deemed appropriate by the school district.

VIII. REMOVAL OF STUDENTS FROM CLASS

A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, and contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days pursuant to this discipline policy.

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

1. Willful conduct that disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies, or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal will be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Procedures for Removal of a Student From a Class

In either the elementary or secondary schools, if a student is sent for removal, the teacher, principal or other school district employee will complete an anecdotal report describing the student's behavior. The student will be sent to the school office and remain in the custody of the building administrator or his/her designee for the duration of the time prescribed.

D. Responsibility for and Custody of a Student Removed From Class

Teachers removing students from class are required to direct the student to the school office and verify his or her arrival as soon as practicable. The administrator may, at

his/her option, assign the student to supervision in another area especially designated for this purpose. Students removed for more than one class period will receive assignments from the teachers to enable the student keep up with his/her class work.

E. Procedures for Return of a Student to a Class from Which the Student Was Removed

The student may return to class after a conference with the appropriate administrator, teacher, and/or the parent or guardian. At the time of this conference a definite plan of action will be established, including a review of any existing special education services. Students removed from class will be required to examine and take measures to correct inappropriate conduct.

F. Procedures for Notification

Parents and/or guardians of students removed from class will be notified as soon as practical of the rule violation that led to the removal, resulting disciplinary action, and conditions for re-admission.

G. Disabled Students; Special Provisions

1. In cases involving students identified as disabled and in need of special education services, appropriate special education staff will be notified of the removal to determine compliance with the student's IEP and to determine whether further assessment or change in the student's IEP is necessary.

2. In cases involving students with a suspected disability, the student assistance team or school counselor will be notified and the school's pre-referral intervention process will be followed.

H. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises

1. Use, Possession, Distribution of, or Intent to Distribute Tobacco or Tobacco Paraphernalia

The use, possession, distribution of, or intent to distribute tobacco or tobacco paraphernalia by students in school buildings and on school property is a violation of School Board policy. For students under 18, it is also a violation of Minnesota Public School Law (MSA 609.685).

a. Individual building discipline committees are authorized to institute those corrective measures that they consider most effective in view of the age and background of the violator.

b. Suspension is authorized in accordance with The Pupil Fair Dismissal Act. Parents are to be notified no later than the following school day of a violation except when a principal shall determine an exception is justified.

2. Use, Possession, Distribution of, or Intent to Distribute Alcohol, Drugs and Paraphernalia

The use, possession, distribution of, or intent to distribute alcohol, narcotics, non-prescribed drugs, non-controlled substances packaged to look like controlled drugs, and other illegal substances on school premises or at a school function is prohibited. No student may appear at any school or school-sponsored function in possession or under the influence of alcohol, non-prescribed drugs, chemicals, or illegal substances. It is unlawful for any person knowingly or intentionally to use, possess, or distribute drug paraphernalia. This policy includes students who have reached the legal age of majority.

a. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing, or selling chemicals:

(a) The employee shall notify the building administrator or a member of the pre-assessment team and shall describe the basis for the concern.

(b) The building administrator and/or pre-assessment team will determine what course of action should be taken.

(c) Action steps may include: conducting an investigation; gathering objective data from additional staff (i.e. a behavior checklist); scheduling a conference with the student and/or parents; or conducting a meeting between a single member of the team and the student to discuss the behaviors of concern.

(d) Information gathered will be reviewed by the pre-assessment team and/or administrator and a determination of whether or not a chemical use problem exists will be ascertained.

(e) If the team determines there is chemical abuse, the team will select an appropriate course of action which may include: parent conference; referral to a school counselor; sharing of resources for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.

b. When a student is in violation of the above rules at school, the following intervention procedure shall be followed:

(a) The staff member informs the student of the observed violation and/or obtains the student's name and accompanies the student to the office.

(b) Should the student refuse to go to the office, an administrator shall be called. If possible, the staff member will confiscate the chemicals and/or evidence substantiating the violation/concern.

(c) The staff member reports the details of the incident immediately to an administrator.

c. If the administrator is in agreement with the reporting staff member(s), the following actions will occur:

(a) The administrator will follow due process.

(b) The administrator will report the violation to the appropriate law enforcement agency by calling "911" or by calling the School Resource Officer.

(c) The administrator will notify parents, review school board policy with parents, and inform parents that the police have been contacted.

(d) The student will be interviewed by the police and an administrator. When appropriate, the student may be taken to the police station.

d. School-Based Consequences:

(a) First Violation:

1. The student will be suspended for three (3) to five (5) school days.

2. A parent conference is required prior to readmission.

3. Upon re-entry, the student will be invited to meet with an appropriate school support resource.

4. If warranted, chemical health assessment resources will also be shared.

5. In addition, the administration may make a recommendation to the superintendent or designee that the student be considered for exclusion/expulsion from school for an appropriate time period under The Pupil Fair Dismissal Act. Should the process proceed, the student will be provided with home based or alternative educational services.

(b) Second Violation:

1. The student will be suspended from school for five (5) school days.

2. A parent conference is required prior to readmission.

3. At the re-entry conference, chemical health assessment resources will be shared with the student and his/her parent(s)/guardian(s). A strong recommendation for such services will be voiced, and a signed release of information will be requested in order to insure school involvement in the assessment process.

4. In-school support resources will also be discussed.

5. In addition, the administration may make a recommendation to the superintendent or designee that the student be considered for exclusion/expulsion from school for an appropriate time period under The Pupil Fair Dismissal Act. Should the process proceed, the student will be provided with home based or alternative educational services.

(c) Third Violation:

1. The student will be suspended for up to ten (10) school days.

2. A parent conference is required prior to readmission.

3. Strong advocacy for a chemical health assessment will be voiced.

4. In-school support resources will also be shared.

5. In addition, the administration may make a recommendation to the superintendent or designee that the student be considered for exclusion/expulsion from school for an appropriate time period under The Pupil Fair Dismissal Act. Should the process proceed, the student will be provided with home based or alternative educational services.

e. Additional Actions:

(a) School based:

1. Refer the student to the pre-assessment team.

2. Refer the student to a school-based support group.

3. Develop a behavior change contract with the student.

4. Advocate for professional counseling services or chemical abuse assessment. If an assessment is recommended, a release of information to the student's counselor will be requested.

5. If parents are unwilling to cooperate with the school and refuse to seek professional help, the concern may be reported to Child Protection Services if deemed appropriate.

(b) Community based:

1. Advocacy for community-based professional counseling services or chemical abuse assessment services. If an assessment is

recommended, a release of information to the student's counselor will be requested.

2. Sharing of information with parent(s)/guardian(s) pertaining to education resources in the community that are focused on parenting a young person who is experiencing chemical-use issues.

3. Sharing of information about community resources that are designed to support youth who have grown up in chemically abusive family systems.

3. Use of Mood-Altering Chemicals by Participants in Minnesota State High School League Sponsored ~~Athletic~~ Activities

The White Bear Lake Area Schools are members of the Minnesota State High School League. The White Bear Lake Area Schools meet ~~and, upon the third violation, exceeds~~ the minimal disciplinary consequences as related to the use of mood-altering chemicals. However, coaches may establish and enforce team discipline codes which exceed this policy.

Twelve (12) months of the year, a student shall not at any time, regardless of the quantity: (1) use or consume, have in possession a beverage containing alcohol; (2) use or consume, have in possession tobacco; or (3) use or consume, have in possession, buy, sell or give away any other controlled substance or drug paraphernalia.

The bylaw applies continuously from the first signing of the student Eligibility Brochure. It is not a violation for a student to be in possession of a controlled substance specifically prescribed for the student's own use by his/her doctor.

a. First Violation

(a) After confirmation of the first violation, the student shall lose eligibility for the next two (2) consecutive interscholastic events or two (2) weeks of a season in which the student is a participant, whichever is greater.

(b) No exception is permitted for a student who becomes a participant in a treatment program.

b. Second Violation

(a) After confirmation of the second violation, the student shall lose eligibility for the next six (6) consecutive interscholastic ~~events~~ contests in which the student is a participant or three (3) weeks, whichever is greater.

(b) No exception is permitted for a student who becomes a participant in a treatment program.

c. Third and Subsequent Violations

(a) After confirmation of the third violation or subsequent violations, the student shall lose eligibility for the next twelve (12) consecutive interscholastic events in which the student is a participant or four weeks, whichever is greater.

(b) If after the third violation or subsequent violations the student has been assessed to be chemically dependent and the student on her/his own volition becomes a participant in a chemical dependency program or treatment program, then the student may be certified for reinstatement in MSHSL activities after a minimum period of six (6) weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.

d. ~~Consecutive Penalties: Penalties shall be accumulative beginning with and throughout the student's first participation on a varsity, junior varsity, B-squad, sophomore, or 9th grade activity.~~ Progressive and Consecutive Penalties: Penalties shall be progressive and consecutive beginning with the student's first participation in a League activity and continuing through the student's high school career.

e. Denial Disqualification: A student shall be disqualified from all inter-scholastic athletics for nine (9) additional weeks beyond the student's original period of ineligibility when the student denies violation of the rule, is allowed to participate, and then is subsequently found guilty of the violation.

f. Coaches may establish and enforce team discipline codes which exceed this policy.

I. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct

A. ~~Possession and/or Use of Tobacco~~ Use, Possession, Distribution of, or Intent to Distribute Tobacco or Tobacco Paraphernalia

~~The use or possession of tobacco in any form by students in school buildings and on school property is a violation of School Board policy. For students under 18, it is also a violation of Minnesota Public School Law (MSA 609.685).~~ The use, possession, distribution of, or intent to distribute tobacco in any form or tobacco paraphernalia by students in school buildings and on school property is a violation of School Board Policy. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district. For students under 18, it is also a violation of Minnesota Public School Law (MSA 609.685).

1. Individual building discipline committees are authorized to institute those corrective measures that they consider are most effective in view of the age and background of the violator.

2. Suspension is authorized in accordance with The Pupil Fair Dismissal Act. Parents are to be notified no later than the following school day of a violation except when a principal shall determine an exception is justified.

B. Use of Mood-Altering Chemicals by Participants in Minnesota State High School League Sponsored Athletic Activities

~~During the school year, regardless of the quantity, a student shall not use a beverage containing alcohol; use tobacco; or use or consume, have in possession, buy, sell or give away any other controlled substance. It is not a violation for a student to be in possession of a legally defined drug specifically prescribed for the student's own use by the student's doctor. This rule applies to the entire school year and any portion of an activity season which occurs prior to the start of the school year or after the close of the school year. The consequences set forth in this section are in addition to consequences which may be applicable under other sections of this code.~~

~~1. First Violation~~

~~After confirmation of the first violation, the student shall lose eligibility for the next two (2) consecutive interscholastic events or two (2) weeks of a season in which the student is a participant, whichever is greater. No exception is permitted for a student who becomes a participant in a treatment program.~~

~~2. Second Violation~~

~~After confirmation of the second violation, the student shall lose eligibility for the next six (6) consecutive interscholastic events or six (6) weeks (whichever is longer), in which the student is a participant. No exception is permitted for a student who becomes a participant in a treatment program.~~

~~3. Third and Subsequent Violations~~

~~(a) After confirmation of the third violation or subsequent violations, the student shall lose eligibility for a calendar year from the date of the infraction.~~

~~(b) If after the third violation or subsequent violations, the student, on the student's own volition, becomes a participant in a chemical dependency program or treatment program, the student may be certified for reinstatement in MSHSL activities after a minimum period of six (6)~~

~~weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.~~

~~4. Penalties shall be accumulative beginning with and throughout the student's participation on a varsity, junior varsity, B squad, sophomore team, or 9th grade activities.~~

~~5. A student shall be disqualified from all interscholastic athletics for nine (9) additional weeks beyond the student's original period of ineligibility when the student denies violation of the rule, is allowed to participate, and then is subsequently found guilty of the violation.~~

Twelve (12) months of the year, a student shall not at any time, regardless of the quantity: (1) use or consume, have in possession a beverage containing alcohol; (2) use or consume, have in possession tobacco; or, (3) use or consume, have in possession, buy, sell, or give away any other controlled substance or drug paraphernalia.

The bylaw applies continuously from the first signing of the student Eligibility Brochure. It is not a violation for a student to be in possession of a controlled substance specifically prescribed for the student's own use by her/his doctor.

1. First Violation
   a. After confirmation of the first violation, the student shall lose eligibility for the next two (2) consecutive interscholastic contests or two (2) weeks of a season in which the student is a participant, whichever is greater.

   b. No exception is permitted for a student who becomes a participant in a treatment program.

2. Second Violation
   a. After confirmation of the second violation, the student shall lose eligibility for the next six (6) consecutive interscholastic contests in which the student is a participant or three (3) weeks, whichever is greater.

   b. No exception is permitted for a student who becomes a participant in a treatment program.

3. Third and Subsequent Violations
   a. After confirmation of the third or subsequent violations, the student shall lose eligibility for the next twelve (12) consecutive interscholastic contests in which the student is a participant or four (4) weeks, whichever is greater.

   b. If after the third or subsequent violations, the student has been assessed to be chemically dependent and the student on her/his own volition becomes a participant in a chemical dependency program or treatment program, then the student may be certified for reinstatement in MSHSL activities

after a minimum period of six (6) weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.

4. Progressive and Consecutive Penalties: Penalties shall be progressive and consecutive beginning with the student's first participation in a League activity and continuing through the student's high school career.

5. Denial Disqualification: A student shall be disqualified from all interscholastic athletics for nine (9) additional weeks beyond the student's original period of ineligibility when the student denies violation of the rule, is allowed to participate, and then is subsequently found guilty of the violation.

6. Coaches may establish and enforce team discipline codes which exceed this policy.

J. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior

1. School staff will contact parent/guardian to make them aware of on-going concern(s) with their students. Staff will relay the school or classroom expectation and possible outcomes if behavior continues. Parents will be encouraged to discuss situation with their child and work with school personnel to address behavior proactively. A meeting with parent/guardian and school personnel to review the area of concern may occur.

2. On-going, inappropriate behavior will be documented on the building referral form. Behavior and consequence will be described and parent will be contacted by school personnel.

K. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems

1. During the enrollment process, schools will gather as much information from parents as possible to determine any pre-existing academic, behavioral, or attendance concerns.

2. School administrators will ensure the building is adequately supervised and that a system is in place for reporting behavior concerns, regardless of the time and day.

3. School administration will have a plan for reviewing attendance records on a regular basis and then act on attendance concerns in accordance with the appropriate county truancy program.

4. Schools should have a formal structure for teachers to discuss student behavior concerns that is clearly communicated and followed up by administration.

5. Schools must have a team including administration, counselors, the school nurse, and other staff as available to review student academic, attendance, behavior, and social/emotional concerns.

6. Schools may have staff assigned to intervene and support students early on as behavior concerns are surfacing.

7. Schools will work with district office chemical health support staff to assess student behavior and determine whether or not chemical issues are present.

8. Passive Breath Alcohol Sensor Devices may be used to screen students/student guests for evidence of alcohol consumption at school sponsored events.

9. Administration, with reasonable suspicion of student use of alcohol during the school day may use the Passive Breath Alcohol Sensor Device to determine alcohol consumption.

10. Schools will work with district office personnel to engage and support students from all cultural backgrounds.

11. In conjunction with the Special Education process, schools will have regularly scheduled meetings to consider whether students with academic, behavioral, or social-emotional concerns might need to be assessed for special education services.

12. A formal structure should be created to share information as students transition between schools and grades to assist in continuous support and intervention.

13. Schools will communicate with parents about academic progress and encourage parents to assist in identifying concerns.

IX. DISMISSAL

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

1. The school district shall not deny due process of equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

2. The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion and/or exclusion. A student may be dismissed on the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Suspension Procedures

1. "Suspension" means an action taken by the school administration prohibiting a student from attending school for a period of no more
than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent or designee with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less, except as may be provided in federal law for a student with disability.

2. If a student's total days of removal from school exceeds ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3. Each suspension action shall include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial

danger to self or surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

4. In the case of a student with a disability, the student's individual education plan team shall meet immediately but not more than ten (10) school days after the date on which the decision to remove the student from the student's current education placement is made. The individual education plan team shall, at the meeting, conduct a review of the relationship between the child's disability and the behavior subject to disciplinary action, and determine the appropriateness of the child's education plan.

   The requirements of the individual education plan team meeting apply when: (1) the parent requests a meeting; (2) the student is removed from the student's current placement for five (5) or more consecutive days; or (3) the student's total days of removal from the student's placement during the school year exceed ten (10) cumulative days in a school year. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. A separate administrative conference shall be conducted for each period of suspension.

   School officials may unilaterally place a student with disabilities in an appropriate interim alternative educational setting for up to 45 days if the student brings a weapon to school or a school function; or knowingly possesses, uses, or sells illegal drugs or controlled substances at school or a school function; or inflicts substantial bodily harm.

5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.

6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

7. After a suspension has been assigned and upon further consideration, school administrators may choose to reduce the length of the suspension or assign alternative consequences.

8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of The Pupil Fair Dismissal Act, Minn. Stat. §§121A.40 through 121A.56, shall be personally served upon the student at or before the time of suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference.

9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that an alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

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

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

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of The Pupil Fair Dismissal Act, Minn. Stat. §§121A.40 through 121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain: a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and

place of the hearing; be accompanied by a copy of The Pupil Fair Dismissal Act, Minn. Stat. §§121A.40 through 121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and informing the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department Education (MDE).

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceedings.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action

may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which will be made to the school district and served upon the parties within two (2) days after closing of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion, or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

E. Disabled Students; Special Considerations for Expulsion and/or Alternative Placement

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

2. Where a student is dismissed for five (5) or more consecutive days, or has accumulated more than ten (10) days of dismissal over the course of the school year, the White Bear Lake School District will convene a meeting to determine whether the student's educational program is appropriate and whether the behavior subject to discipline is a manifestation of the student's disability.

3. Such a meeting must be held within ten (10) days of the White Bear Lake School's decision to remove the student from his or her current educational placement and must be held before commencing an expulsion or exclusion of the student.

4. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the White Bear Lake School District will proceed with discipline - up to and including expulsion - as if the student did not have a disability, unless the student's educational program provides otherwise.

5. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team will confer on the appropriate discipline (excluding exclusion or expulsion) and take steps to alter the student's educational program, as necessary. The student may be placed in a 45-day interim alternative educational setting pending the manifestation determination. The student will be returned to the placement from which the student was removed unless the team agrees to a change of placement as part of the modification of the behavioral intervention plan or determines a need for increased services.

6. Regardless of whether the behavior is a manifestation of the student's disability, if the team determines that the student's educational program is either not appropriate or not being properly implemented, the team will take steps to alter the program and will take any program alterations into account in determining appropriate discipline.

7. When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the White Bear Lake School District shall continue to provide special education and related services after any period of suspension, if suspension is imposed.

X. ADMISSION OR READMISSION PLAN

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

XI. NOTIFICATION OF POLICY VIOLATIONS

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

XII STUDENT DISCIPLINE RECORDS

It is the policy of the school district that complete and accurate student discipline records be maintained. The collection, dissemination and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

XIII. OPEN ENROLLED STUDENTS

Under the Enrollment Options Program (Minn. Stat. 124D.03 Subd. 12), a district may terminate the enrollment of a nonresident student enrolled under this section or School Boards' Approval to Enroll in Nonresident District (Minn. Stat. 124D.08) at the end of a school year if the student meets the definition of a habitual truant under section 260C.007, Subd. 19, the student has been provided appropriate services under chapter 260A, and the student's case has been referred to juvenile court. A district may also terminate the enrollment of a nonresident student over the age of 16 enrolled under this section if the student is absent without lawful excuse for one or more periods for 15 school days and has not lawfully withdrawn from school under section 120A.22, Subd. 8.

XIV. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy will also be available upon request in each principal's office.

XV. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is

working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes will be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal Reference: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.27 (School and Community Advisory Team)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§121A.40 to 121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. §§ 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 to 121A.61 (Removal From Class)
Minn. Stat. § 123A.05 (Area Learning Center Organization)
Minn. Stat. §§ 124D.03 (Enrollment Options Program)
Minn. Stat. §§ 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch. 125A (Student With Disabilities)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Child Protection)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973 § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross Reference: WBLASB Policy 413 (Harassment and Violence)
WBLASB Policy 501 (School Weapons)
WBLASB Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
WBLASB Policy 503 (Student Attendance)
WBLASB Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
WBLASB Policy 514 (Bullying Prohibition Policy)
WBLASB Policy 524 (Internet Acceptable Use and Safety Policy)
WBLASB Policy 525 (Violence Prevention)
WBLASB Policy 526 (Hazing Prohibition)
WBLASB Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
WBLASB Policy 610 (Field Trips)
WBLASB Policy 709 (Student Transportation Safety Policy)

PROTOCOLS FOR USE OF PASSIVE ALCOHOL SENSOR DEVICES AT SCHOOL ACTIVITIES

School Board Policies 502 and 506 provides for the use of passive alcohol sensor devices at school activities. The following guidelines will be used when implementing their use.

1. The high school will provide notice to parents and student that a passive alcohol sensor will be used at school sponsored activities on and off site.

2. The passive alcohol sensor (breathalyzer) will be maintained and calibrated as per specifications.

3. Administrators and designees will be trained in the proper use of the unit by appropriate personnel.

4. All high school students and their guests will consent to use of the passive alcohol sensor device before entering the activity.

5. If the breathalyzer reading is positive, indicating alcohol consumption, and the student indicates he/she has not consumed alcohol, the student may request up to two additional tests. If additional test is negative, the student will be admitted to the activity. If the additional test is positive the student will retake the test in a private setting with an alcohol sensor provided by the onsite police officer and under administrative supervision.

6. In the case of failure on the retest, the student will be referred to the police officer on site and the student's parent or guardian will be notified. Students will be subject to disciplinary consequences as outlined in the school discipline code. Any student testing positive on the active breathalyzer will not be allowed to attend any school sponsored dances, including prom, for the remainder of the year.

7. It may be necessary to re-administer a breathalyzer test to a student whose demeanor may give reasonable suspicion that he/she may be under the influence of alcohol. Such behavior may include the use or possession of alcohol, odor of an alcoholic beverage or the presence of an alcohol container, slurred speech, unsteady gait, lack of coordination, or change in behavior not attributable to other factors; behavior that is risky, aggressive, or disruptive; report by a third party of a students alcohol consumption, involvement in an accident or mishap, or other such information as is reasonable to raise suspicion as to the consumption of alcohol. In this event, the student will be tested through the use of a passive alcohol or sensor or by the onsite police office under administrative supervision.

AGENDA ITEM:	**School Board Policy #515, Protection and Privacy of Pupil Records**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Operational Item**
CONTACT PERSON(S):	**Chris Picha, Director of Human Resources**

BACKGROUND:

School Board Policy #515, Protection and Privacy of Pupil Records, has been reviewed by the School Board Policy Committee and had a first reading in February.

The changes recommended are consistent with those recommended by MSBA. We continue to recommend a more restrictive list on what is "directory information" than would be permitted by law. In addition, we propose deleting "place of birth" from the directory information list and treat this as private data.

RECOMMENDATION: Approve School Board Policy #515, Protection and Privacy of Pupil Records with the changes recommended.

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) 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).

~~A.~~ 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.

~~B. Dependent Student~~

~~A "dependent student" is an individual who during each of five (5) calendar months during the calendar year in which the taxable year of the parent begins:~~

1. ~~is a full-time student at an educational institution; or~~

2. ~~is pursuing a full-time course of instructional on-farm training under the supervision of an accredited agent of an educational institution or of a state or political subdivision of the state.~~

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.

1. ~~The school district has identified the following information relating to students as Directory Information:~~

   a. ~~student name~~
   b. ~~photograph~~
   c. ~~major field of student~~
   d. ~~date and place of birth~~
   e. ~~participation in officially recognized activities and sports~~
   f. ~~weight and height of members of athletic teams~~
   g. ~~dates of attendance, grade level, enrollment status (i.e. full-time or part-time)~~
   h. ~~degrees, honors, and awards received~~
   i. ~~most recent previously attended educational agencies or institutions~~

   ~~Directory Information does not include personally identifiable data which references religion, race, color, social position or nationality.~~

2. ~~Student addresses and telephone numbers, at the classroom level, will be restricted to use as authorized by the building principal or district level administrator for activities approved by the classroom teacher. Student~~

~~addresses and telephone numbers may be utilized by parent organizations, under the direction of the building or district level administrator, when essential for individual school or district supported activities.~~

D. Education Records

1. What constitutes "education records". Education records means 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 record. The term "education records" does not include:

a. Records of instructional~~, supervisory and administrative~~ personnel ~~and educational personnel ancillary thereto~~ 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;

2. Perform a supervisory or instructional task directly related to the student's education; or

3. 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.

4. 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) ~~a list of personal characteristics that would make the student's identity easily traceable; or (f) other information that would make the student's identity easily traceable.~~ 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 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 ~~secondary grade~~ 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 ~~the COPIES OF POLICY s~~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 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. 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 the eClause 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 ~~the STATEMENT OF RIGHTS s~~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.~~ 3. To officials of other schools, ~~or~~ 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 ~~Part~~ Section XIX), suspension and expulsion information pursuant to section 4155 of the federal No Child Left Behind Act *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students.]* 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 ~~the REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA s~~section XV of this policy;

~~3.~~ 4. 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.~~ 5. 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.~~ 6. 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.~~ 7. 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.~~ 8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a ~~dependent~~ student~~;~~ eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. 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. ~~In addition, if~~ 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.

11. 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 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.

12. 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;

13. Information the school district has designated as "directory information" pursuant to ~~the RELEASE OF DIRECTORY INFORMATION s~~Section VII of this policy;

14. To military recruiting officers and post-secondary educational instutions pursuant to ~~the MILITARY RECRUITMENT s~~Section XI of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. 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;

17. 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; ~~or~~

18. 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.

19. 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..

20. 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

21. 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 ~~the DISCLOSURE OF EDUCATION RECORDS s~~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

5. 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 ~~the DISCLOSURE OF EDUCATION RECORDS s~~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.

~~3.~~ 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.

~~4.~~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 ~~secondary~~ 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 ~~to military recruiters~~ 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 [*designate title of individual i.e., building principal*], 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 ~~secondary~~ 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 ~~the RELEASE OF DIRECTORY INFORMATION s~~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. Redisclosure Not Prohibited

1. Subdivision A of this Section does not ~~preclude~~ prevent the school district from disclosing personally identifiable information under ~~the DISCLOSURE OF EDUCATION RECORDS s~~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 ~~the DISCLOSURE OF EDUCATION RECORDS s~~Section VI of this policy; and

   b. The school district has complied with the record keeping requirements of ~~the RESPONSIBLE AUTHORITY; RECORD~~

~~SECURITY; AND RECORD KEEPING s~~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 ~~the RELEASE OF DIRECTORY INFORMATION s~~Section VII of this policy, ~~or~~ 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, ~~the school district shall~~ 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 ~~educational agency or institution~~ 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 ~~Paragraph B of the LIMITS ON REDISCLOSURE s~~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 ~~the DISCLOSURE OF EDUCATION RECORDS s~~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. ~~Paragraph (1) of Record Keeping~~ 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 ~~Paragraph B1 of the DISCLOSURE OF EDUCATION RECORDS s~~Section VI.B.1 of this policy, to requests for disclosures of directory information under ~~the RELEASE OF DIRECTORY INFORMATION s~~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.

~~5~~6. 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 ~~the DISCLOSURE OF PRIVATE RECORDS s~~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 there 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.

~~2~~3. The cost of providing copies shall be borne by the parent or eligible student.

~~3~~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.

~~4.~~ 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 ~~from 10¢ to~~ $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 ~~a reasonable period of time~~ 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 Sub division 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.

XVII. COMPLAINTS FOR NONCOMPLIANCE

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by 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-~~4605~~.

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 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 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 20 U.S.C. §1232g, and the rules promulgated thereunder;

~~5. 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~~

~~6.~~ 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

~~7.~~ That the school district forwards education records on request to a school in which a student seeks or intends to enroll ~~including~~ 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. ~~and any probable cause notice or any disposition or court order unless the data are required to be destroyed..~~

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. § 626.556 (Reporting of Maltreatment of Minors)
Minn. Rules Parts1205.0100-1205.2000 (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)

AGENDA ITEM: **2010-2011 EQUITY AND INTEGRATION REVENUE PLAN**

DATE: **March 8, 2010**

SUGGESTED DISPOSITION: **OPERATIONAL ITEM**

CONTACT PERSON(S): **Dr. Jill Thelen, Director of Schools**

****

BACKGROUND:

White Bear Lake has been a part of the East Metro Integration District 6067 (EMID) since 2002. Each year, the District must submit their Equity and Integration Revenue Plan, based on projected integration revenue, to the Minnesota Department of Education by April 15, 2010. MDE provides participating Districts with specific rubrics for the development of their integration revenue plans. Equity and Integration goal areas must be in alignment with the EMID Equity and Integration Revenue Plan.

At the February 22, 2010 School Board Work Study, the 2010-2011 District Equity and Integration Revenue Plan was presented and discussed by outlining the five major goal areas for 2010-2011 school year. These goal areas are:

Goal 1: Partnerships with St Paul Schools
Goal 2: Student Programming
Goal 3: K-12 Building Allocations for Cultural and Academic Programs
Goal 4: Equity and Integration Staff
Goal 5: Cultural Competence through Professional Development

White Bear Lake values the opportunity to be in partnership with East Metro Integration District 6067 as we continue to grow with inclusive opportunities for all students, families, staff and community.

RECOMMENDATION:

Approve the Equity and Integration Revenue Plan 2010-2011

Minnesota Department of Education

Integration Revenue Budget Worksheet FY11

Use this worksheet to provide updated budget data that will be used to calculate FY10 Integration Revenue. Address questions on Integration Revenue budget submission to the Office of School Choice Programs and Services, 651-582-8616. Return the completed worksheet with supporting pages from the locally approved budget by April 15th, 2009, to Joy.Moylan@state.mn.us. ***Electronic submission is required.***

District Name:	White Bear Lake Area Schools
District Number:	624
Collaborative:	
District Contact:	Jill Thelen
Phone:	651-407-7567
E-mail:	jathel@wbl.whitebear.k12.mn.us

Partner Districts:

Roseville	Mahtomedi	St. Paul
South Wash. Cty	Spring Lake Park	White Bear Lake
South St. Paul	Stillwater	
West St. Paul	Inver Grove Heights	

List all Racially Identifiable school sites in your district:

Integration Revenue	$ 883,956.00
Alternative Attendance Revenue	$ 19,107.00
TOTAL REVENUE	$ 903,063.00

Integration Revenue Contributed to Collaborative $ 499,627.00

Notes or Comments:

CERTIFICATION STATEMENT

We certify that the budget information submitted for our school district to the Minnesota Department of Education (MDE) is an accurate and complete representation of the fiscal year 2010 Integration Revenue budget that was approved by the school board.

Board Approval Date _____

School Board Chair _____ **Date** _____

Superintendent _____ **Date** _____

MDE Approval: _____ **Amount:** _____ **Date:** _____

Minnesota Department of Education

Integration Revenue Budget Worksheet
FY11
Inter-District Budget: Goal 1

District Number: 624 District Name: White Bear Lake Area Schools

To enhance K-12 intercultural classroom experiences with St. Paul Public Schools to include after-school program support.

Line Item Description	UFARS Code (Required)				Budgeted Amount	Expenditures
Provide a short description of the expenditure.	ORG	PROG	FIN	OBJ	Provide the total amount budgeted for this line item.	
Timesheet	005	790	315	185	$ 8,500.00	
Substitute	005	790	315	145	$ 5,500.00	
Fees for Services	005	790	315	305	$ 6,100.00	
General Supplies	005	790	315	401	$ 4,500.00	
FICA	005	790	315	210	$ 1,080.00	
TRA	005	790	315	218	$ 770.00	
TOTAL					**$ 26,450.00**	

PARTICIPATION INFORMATION

	Projected (7/1/10)		Actual	
	Students	Staff	Students	Staff
Participation from Identified Isolated District:				
Participation from Your District:				
Total Program Participation:				

Notes or Comments: **In alignment with EMID #6067 Integrated Plan 2008-2012. Effectiveness of partnerships and after-school programming is measured through firmative observations and summative assessments to include the EMID collaborative evaluation.**

Minnesota Department of Education

Integration Revenue Budget Worksheet
FY11
Inter-District Budget: Goal 2

District Number: 624 District Name: White Bear Lake Area Schools

To provide building allocations PreK-12 for the development and implementation of building-specific Equity and Integration plans.

Line Item Description	UFARS Code (Required)				Budgeted Amount	Expenditures
Provide a short description of the expenditure.	ORG	PROG	FIN	OBJ	Provide the total amount budgeted for this line item.	
Salary Timesheet	005	790	315	185	$ 7,300.00	
Salary (Eq coaches)	005	790	315	185	$ 10,600.00	
Substitute Teachers	005	790	315	145	$ 8,000.00	
General Supplies	005	790	315	401	$ 4,800.00	
FICA	005	790	315	210	$ 1,985.00	
TRA	005	790	315	218	$ 1,425.00	
Fees for Services	005	790	315	305	$ 3,000.00	
TOTAL					**$ 37,110.00**	

PARTICIPATION INFORMATION

	Projected (7/1/10)		Actual	
	Students	Staff	Students	Staff
Participation from Identified Isolated District:				
Participation from Your District:				
Total Program Participation:				

Notes or Comments: **In alignment with EMID #6067 Integration Plan 2008-2012. The goal is designed to benefit all students, staff, and the greater community of White Bear Lake, which may include partnership opportunities with St. Paul Schools.**

Minnesota Department of Education

Integration Revenue Budget Worksheet
FY11
Inter-District Budget: Goal 3

District Number: 624 District Name: White Bear Lake Area Schools

To provide appropriate Equity and Integration staff who support equitable opportunities for all students and families.

Line Item Description	UFARS Code (Required)				Budgeted Amount	Expenditures
Provide a short description of the expenditure.	ORG	PROG	FIN	OBJ	Provide the total amount budgeted for this line item.	
Cultural Liaison	005	790	312	141	$ 19,107.00	
(2 Cultural Liaisons)	005	790	315	141	$ 93,493.00	
Equity Coordinator (.4)	005	790	315	141	$ 21,027.00	
ECIS Support	005	790	315	141	$ 12,000.00	
AVID Coordinator	005	790	315	141	$ 11,985.00	
Cabinet Oversight	005	790	315	110	$ 7,000.00	
Travel	005	790	315	366	$ 2,500.00	
Prof Development	005	790	315	367	$ 2,500.00	
General Supplies	005	790	315	401	$ 3,500.00	
Equipment	005	790	315	530	$ 4,000.00	
FICA	005	790	315	210	$ 9,960.00	
Health	005	790	315	220	$ 30,000.00	
Life	005	790	315	230	$ 785.00	
Dental	005	790	315	235	$ 2,600.00	
LTD	005	790	315	240	$ 546.00	
TOTAL					**$ 221,003.00**	**$ -**

PARTICIPATION INFORMATION

	Projected (7/1/10)		Actual	
	Students	Staff	Students	Staff
Participation from Identified Isolated District:				
Participation from Your District:				
Total Program Participation:				

Notes or Comments: **In alignment with EMID #6067 Integration Plan 2008-2012. The goal is designed to benefit all students, staff, and the greater community of White Bear Lake, which may include partnership opportunities with St. Paul Schools.**

Minnesota Department of Education

Integration Revenue Budget Worksheet
FY11
Inter-District Budget: Goal 4

District Number: 624 District Name: White Bear Lake Area Schools

Administrative assistance and support for design and implementation of Integration Plan.

Line Item Description	UFARS Code (Required)				Budgeted Amount	Expenditures
Provide a short description of the expenditure.	ORG	PROG	FIN	OBJ	Provide the total amount budgeted for this line item.	
.5 Integration Secretary	005	790	315	170	$ 26,684.00	
Integration Coor. (.2)	005	790	315	141	$ 11,985.00	
General Supplies	005	790	315	401	$ 2,000.00	
Travel	005	790	315	366	$ 2,000.00	
TOTAL					**$ 42,669.00**	**$ -**

PARTICIPATION INFORMATION

	Projected (7/1/010)		Actual	
	Students	Staff	Students	Staff
Participation from Identified Isolated District:				
Participation from Your District:				
Total Program Participation:				

Notes or Comments: **In alignment with EMID #6067 Integration Plan 2008-2012. The goal is designed to benefit all students, staff, and the greater community of White Bear Lake, which may include partnership opportunities with St. Paul Schools.**

Minnesota Department of Education

Integration Revenue Budget Worksheet
FY11
Inter-District Budget: Goal 5

District Number: 624 District Name: White Bear Lake Area Schools

To building staff capacity and maximize learning and understanding that is inclusive and based on culturally competent standards. The framework includes: Equity Audit, IDI (Intercultural Development Inventory), Social Justice Critique, and Organizational Change.

Line Item Description	UFARS Code (Required)				Budgeted Amount	Expenditures
Provide a short description of the expenditure.	ORG	PROG	FIN	OBJ	Provide the total amount budgeted for this line item.	
Equity Coordinator (.3)	005	790	315	140	$ 16,512.00	
Substitute Teachers	005	790	315	145	$ 5,700.00	
Salary Timesheet	005	790	315	185	$ 9,000.00	
Fees for Services	005	790	315	305	$ 4,000.00	
Travel	005	790	315	366	$ 4,000.00	
Prof AVID	005	790	315	367	$ 13,600.00	
Prof/IDI Assessment	005	790	315	367	$ 7,700.00	
IB Professional Devel.	005	790	315	367	$ 2,500.00	
General Supplies	005	790	315	401	$ 9,000.00	
FICA	005	790	315	210	$ 2,385.00	
TRA	005	790	315	218	$ 1,715.00	
LTD	005	790	315	240	$ 92.00	
TOTAL					**$ 76,204.00**	

	Students	Staff	Students	Staff
Participation from the Identifiable School(s):				
Participation from Other Schools in the District:				
Total Program Participation:				

Notes or Comments: **In alignment with EMID #6067 Integration Plan 2008-2012. The goal is designed to benefit all students, staff, and the greater community of White Bear Lake, which may include partnership opportunities with St. Paul Schools.**

AGENDA ITEM: **Participating in Chinese Teacher Partnership Through the Minnesota Department of Education**

MEETING DATE: **March 8, 2010**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Michael Lovett, Superintendent**

BACKGROUND:
In August we received an invitation to host a Chinese exchange teacher through a partnership between the Minnesota Department of Education and the Hangzhou Foreign Languages School, one of the prominent secondary (grades 7-12) schools in China which prepares Chinese students in the study of English.

While I worked with the Minnetonka School District I had a long association with the Hangzhou Foreign Languages School, and visited three times (1993, 2004, and 2008) as a representative of the State of Minnesota to maintain the relationships that are so critical for international exchange programs.

The program is an exchange in the sense that Minnesota teachers have an opportunity to teach at the Hangzhou Foreign Languages School for six months or one year, and Hangzhou sends their English teachers to Minnesota for six months or one year terms. The advantage for the Chinese teachers is that they have an opportunity to learn first-hand about American language and culture, and it is an exciting opportunity for them. Minnesota teachers have an opportunity to teach English in the Foreign Languages School and meet some of the brightest and most motivated students in Zhejiang Province, a province of more than 40 million, southwest of Shanghai.

On March 24 administrators from the Hangzhou Foreign Languages School will be here in White Bear Lake to visit our schools. The school has also selected Cao Li, as the teacher who will have a teaching residency with us, with her arrival date to be set once the U.S. visa and work authorization can be obtained.

Our cost to participate in the program is very low, a stipend of $600 a month for the teacher and cost of individual health insurance, and a provision of a host family. These costs will be part of our staffing budget, with the annualized cost equivalent to a .2 FTE teacher.

As part of broader efforts to give our students exposure to language and culture at the elementary school, the teacher would have "residencies" at our elementary schools and serve as a resource at the secondary level, including social studies, language arts, and elective and other classes.

RECOMMENDATION:
Approve participating in Chinese Teacher Exchange Partnership through the Minnesota Department of Education.

AGENDA ITEM:	**Administrative Restructuring at Matoska International**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Operational Item**
CONTACT PERSON(S):	**Dr. Michael Lovett, Superintendent** **Chris Picha, Director of Human Resources**

BACKGROUND:

At the February School Board meeting the School Board approved the naming of Matoska International as an International Baccalaureate Candidate School at the site of the current Parkview and Centerpoint programs.

During the past five years, these programs were led by an administrative team which included two half-time (.5) associate principals, with oversight by another principal whose primary school assignment was another elementary school.

With the school restructuring well under way, we are recommending that we replace the "leadership team" model with a single principal. We believe this model will serve the school better during this transition and for the foreseeable future. We also want to acknowledge the leadership of Principal Barb Kearn, and John Leininger and Becky Peterson, associate principals, who have served the programs and transition exceedingly well.

We will be replacing the current 1.5 administrative and teaching staffing (two half-time associate principals and .5 IB coordination) with one full-time principal and one .5 teacher on special assignment overseeing IB coordination.

Fiscally, this is a cost neutral change.

RECOMMENDATION:

Approve the administrative restructuring at Matoska International as of July 1, 2010, eliminating the positions of two half-time (.5 FTE) associate principals and approving the position of a full-time (1.0 FTE) elementary principal.

AGENDA ITEM:	**Action on White Bear Center for the Arts 2010-11 Contract Extension**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Operational Item**
CONTACT PERSON(S):	**Cindy Moore, Director of Curriculum and Assessment** **Dr. Michael Lovett, Superintendent**

BACKGROUND:

In October of 2008 we asked the School Board to take action on a partnership with the White Bear Center for the Arts for 2008-09. This year and last each K-5 student is receiving three watercolor lessons taught by a professional artist, using materials and curriculum provided by the White Bear Center for the Arts. One of the lessons is paid for by funds raised privately by the Center for the Arts, and two lessons come out of the school district general fund budget, for a total amount not to exceed $23,000.

This action would continue the partnership for 2010-11 with the School District cost remaining at approximately the same level.

In addition to the three watercolor lessons for next year, the District and the White Bear Center for the Arts are jointly making application for grant funding to extend opportunities for our students for next year, which could potentially include two lessons in drawing which would bring the total number of lessons for each K-5 student to five per year.

RECOMMENDATION:

The administration is recommending the School Board approve the contract extension with the White Bear Center for the Arts for the 2010-11 school year.

AGENDA ITEM: **Action on Student Activities Administrative Restructuring**

MEETING DATE: **March 8, 2010**

SUGGESTED DISPOSITION: **Operational Item**

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

BACKGROUND

In December of 2009, the administration presented an audit of the School District's Student Activities Program to the School Board. Priority for doing an administrative audit was a strategy identifying during the 2008-09 school year. We were aware that White Bear ran a fiscally lean program, ranked tenth out of the ten East Metro School Districts in per pupil funding, yet had above average participation and success.

The report identified recommendations in the areas of leadership, facilities, and budget, and the detail and back-up materials provided the foundation for this evening's recommendation.

For more than a decade, White Bear has coordinated high school athletics with a part-time athletic director. In contrast, there has been no clear coordination of other co-curricular activities, including music, drama, and other academic and enrichment co-curriculars.

The common model in our conference is to have oversight for student activities 9-12 in one position, and to require principal licensure for that position. That model is our recommendation for the future for White Bear Lake Area Schools.

Budgetary Ramifications

Our recommendation is to eliminate the position of athletic director. This action will have the effect of reassigning Mr. Bob Jackson, the current athletic director, to a full-time physical education teaching position. I have met with Mr. Jackson and expressed deep appreciation for his service of more than a decade in his position. We are working with Mr. Jackson to consider ways that he can be of help with the next year in the transition to the new model. We will also hold open the position of associate principal at South Campus, which is open as a result of a retirement this summer. We may fill a high school position on a temporary, one year position at lower cost, e.g. a teacher on special assignment or intern.

For 2010-11, we recommend recruiting and hiring of a full-time student activities director, and we will examine the roles and functions of the remaining members of our high school administrative team. We will keep our total administrative costs for 2010-11 at or lower than our costs for 2009-10.

RECOMMENDATION

That the position of athletic director be eliminated effective June 30, 2010; that the position be replaced by a full-time student activities director requiring a principal license, and that other administrative reductions or adjustments be made to assure the overall secondary administrative staffing cost is lower than or equal to the 2009-10 staffing cost.

AGENDA ITEM:	**Project Enhance Contract**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Operational Agenda Item**
CONTACT PERSON(S):	**Kathleen Daniels, Director of Special Services**

BACKGROUND:

CONTRACTS FOR SERVICES WITH RAMSEY COUNTY

Contracts are again proposed with Ramsey County for Project Enhance, to provide community based mental health services to students with severe emotional disturbance and to their families from January 1, 2010 – December 31, 2010. District 624 is one of four districts in Ramsey County participating in the project. Ramsey County will place social workers in each of the four school districts.

Ramsey County requires two contract documents. The first contract provides that the school district purchase Project Enhance Services from the County in an amount not to exceed $120,614. Under the second contract, the County agrees to pay the school district $60,307 for administrative services and facilities. The revenue and expenditures are included in the 2009-2010 General Fund budget and will be included in the 2010-2011 General Fund budget.

Therefore, the Director of Special Services recommends the following resolution:

> BE IT RESOLVED by the School Board of Independent School District 624 that the contracts with Ramsey County for Project Enhance are approved.

Recommendation: Approve Project Enhance Contracts.

CONTRACT FOR ENHANCE SERVICES
BETWEEN
RAMSEY COUNTY THROUGH ITS COMMUNITY HUMAN SERVICES DEPARTMENT
AND
WHITE BEAR LAKE AREA SCHOOLS, #624

White Bear Lake Area Schools, ISD # 624 (ENHANCE), located at 4855 Bloom Avenue, White Bear Lake, Minnesota, 55110, hereinafter referred to as the School District, and Ramsey County, through its Community Human Services Department, located at 160 East Kellogg Blvd., St. Paul, MN 55101, hereinafter referred to as the County, do hereby enter into this agreement for the period of January 1, 2010 through December 31, 2010.

I. PURPOSE

The purpose of this agreement is to set forth the terms under which the County through its Community Human Services Department will provide mental health related services (Enhance) to individual students experiencing severe emotional disturbance (SED) and their families who are Ramsey County residents in the School District. The student's Coordinated Service Plans (IIIP) or Individual Educational Plans (IEP) will contain documentation of the need for such related services as part of their educational program.

II. SERVICES TO BE PROVIDED

The County agrees that all mental health related services provided under this agreement will be known as Enhance and shall meet the requirements of the Children's Mental Health Act, and will be for the purpose of assisting resident students to achieve IEP goals and objectives. Services will be provided in accordance with mutually agreed upon policy and procedures.

Qualifications of County Staff providing Enhance must at a minimum include certification from the state Board of Social Work. Licensure from the state Board of Teaching as a School Social Worker is preferred.

A component of Enhance services provided by the County will be clinical supervision. Clinical supervision is the process of control and direction of mental health services by which a mental health professional accepts responsibility for the supervisee's actions and decisions, instructs the supervisee in the supervisee's work, and oversees or directs the work of the supervisee. The clinical supervisor must accept full professional responsibility. Furthermore, the clinical supervisor must conduct an on-site observation in the School District during a staff member's first month of employment and annually thereafter.

III. OTHER CONDITIONS

To facilitate effective provision of Enhance services the County and the School District agree to meet regularly, but in no event less than quarterly, and to consult with each other prior to making significant adjustments to staff or service levels.

The County shall make every reasonable effort to maintain sufficiently qualified staff to deliver Enhance related services according to the terms of this agreement. Consultation in assignment of staff will be conducted in cooperation with School District staff.

The County shall, in writing within 10 days, notify the School District whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Enhance mental health related services. Upon such notification the School District shall determine whether such inability will require modification or cancellation of this agreement.

The School District's designated special education administrator is responsible for the supervision of this agreement.

IV. COST AND CONDITIONS OF PAYMENT

Reimbursement of expenses incurred by the County for providing Enhance services to eligible students and families is through cost reimbursement method based on a quarterly signed billing form with a quarterly report and year-to-date expenses. The maximum paid for services under this provision will be **$120,614.**

The County shall, within fifteen (15) working days following the last day of each quarter submit an invoice for services purchased on a form acceptable to the School District. The School District shall make payment to the County within thirty (30) days of the date on which the invoice is received. The School District has absolute right to refuse to make payment on invoices received or postmarked more than ninety (90) days after the last day services were provided in that billing period.

The County agrees to provide itemized documentation upon request by the School District of expenses incurred for auditing purposes. Payment is conditional on compliance by the County with the Children's Mental Health Act, and all other applicable laws, rules and standards and the terms of the contractual agreement.

V. AUDIT

The County agrees to maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently reflect all direct costs of any nature incurred in the performance of the agreement. These books, records, documents and accounting procedures and practices and practices relevant to the agreement shall be subject at all reasonable times to inspection, review or audit on site by personnel of the School District, personnel authorized by the School District, and either the Legislature Auditor or the State Auditor as appropriate.

VI. LIABILITY

Each party to this Agreement shall be liable for the acts of its agents, volunteers and employees and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable law.

VII. DATA PRIVACY

All data collected, received, maintained or disseminated for any purpose in the course of the County's performance of this agreement is governed by the Minnesota Government Data Privacy Act, Minnesota Statute Chapter 13, or any other applicable state statutes and state rules adopted to implement the act, as well as Federal regulations related to data privacy.

VIII. EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND CIVIL RIGHTS

The County agrees to provide equal opportunities to all employees and applicants for employment in accordance with applicable EEO/AA laws, directives and regulations of Federal, State and local governing bodies or agencies thereof, specifically Minnesota Statutes 363.

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service or activity under the provisions of any or all applicable Federal and State laws, including the Civil Rights Act of 1964.

IX. CANCELLATION

This agreement may be canceled by either party 30 days from receipt of written notice by the canceling party.

X. MERGER

A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreements presently in effect between the School District and any County Human Services Department(s) relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement

this _____ day of _____ 20____.

White Bear Lake Area Schools,
ISD # 624 (Enhance):

By_____

Title: _____

By_____

Title:_____

Ramsey County:

_____
Julie Kleinschmidt, County Manager

Recommend Approval:

_____
Monty Martin, Department Director

Approved as to Form and Insurance:

_____
Assistant County Attorney

RAMSEY COUNTY
COMMUNITY HUMAN SERVICES DEPARTMENT

The County of Ramsey, acting through its Community Human Services Department, 160 East Kellogg Boulevard, St. Paul, Minnesota, 55101, hereinafter r eferred to as the County, and **White Bear Lake Area Schools, ISD # 624 (ENHANCE), 4855 Bloom Avenue, White Bear Lake, Minnesota, 55110,** hereinafter referred to as the Contractor, enter into the Agreement for the period **January 1, 2010, through December 31, 2010.**

I. Scope of Services

A. The County agrees to purchase, and the Contractor agrees to furnish purchased services or facilities, described as follows: **Provide community-based mental health services for students with severe emotional disturbance and their families in a cooperative project with the North Suburban School Districts. Services include outreach, advocacy, parent education and counseling, and interfacing with families and community support agencies to increase the educational success of seriously emotionally disturbed students.**

Included in said purchase are such administrative services as are reasonably or necessarily incurred by the Contractor in providing the services or facilities, including all documents, reports, certificates, and assurances, as are required by this Agreement.

B. 1. Purchased services shall be provided at **school sites, client homes and other sites with the mutual agreement of the School District and the County.** If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing pursuant to Paragraph XII.

2. The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the purchased services. The Contractor shall within ten (10) days notify the County in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of purchased services. The foregoing conditions will be subject to the provisions of the Default Clause of this Agreement.

3. The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

II. Payment

A. The total amount to be paid for the purchased services shall not exceed **$60,307.**

B. All payments are conditional on compliance by the Contractor and all subcontractors in accordance with MN Stat. 245.487 to 245.4889 and all applicable laws, rules, and standards.

C. Use of the Cost Reimbursement method of determining the amount of payment **is** applicable to this Agreement. If applicable, payments shall be made on the following basis: **upon quarterly submission of a claim form, in the format and with the information required by the County, the Contractor will be paid quarterly the lesser of $15,077 or 50 Percent (%) of the Contractor's portion of the Enhance Services Program expenditures.**

D. Where applicable, the Contractor shall, within fifteen (15) working days following the last day of each calendar month, submit an invoice for services purchased on a form acceptable to the County. Except as provided below, the County shall make payment to the Contractor within thirty-five (35) days of the date on which the invoice is received. The County has the absolute right to refuse to make payment on invoices received or postmarked more than ninety (90) days after the last date the invoiced service was performed.

E. Any federal, state, and/or Ramsey County Board approved funding adjustments applicable to any services purchased through this Agreement occurring during the term of this Agreement may result in adjustments to the not to exceed amount. If such adjustments occur, the County shall notify the Contractor in writing of the amount of the adjustment and its effective date. Any such notification shall become a part of this Agreement by reference.

F. Any changes in funding sources and/or funding mechanisms applicable to any services purchased through this Agreement may be incorporated into this Agreement through a letter of notification to the Contractor by the County and shall become a part of this Agreement by reference.

G. In the event that services provided to eligible persons may be reimbursed by private health insurance, Minnesota Care, Medical Assistance State Plan services, or General Assistance Medical Care, the Contractor shall bill such third parties before billing home and community-based services and the State of Minnesota and/or the County.

H. The Contractor agrees to notify the State of Minnesota or the County, as applicable, if full or partial payment is received from any source other than this Agreement for any eligible person also paid by the State or County. In such cases, the Contractor shall return to the State or County, as applicable, any duplicate payment by the State or County for such eligible persons.

III. Evaluation, Reporting, and Information Requirements

A. The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, of request.

B. The Contractor agrees to furnish the County with a program evaluation as determined by the County's Program Evaluation Office. The report will be designed with technical assistance from the Program Evaluation Office and shall be based on client outcomes of services provided, in relation to the goals and objectives in the client's Individual Service Plan.

C. The Contractor agrees to inform the County of changes in the following within five (5) days after occurrence:

1. Licensure status and/or any reported threat to suspend or revoke licensure status.
2. Board of Director membership, partners, chief operating officers, etc.
3. Ownership
4. Organizational structure
5. Any allegations and/or investigation by a governmental agency of fraud or criminal wrong doing.

D. Pursuant to Section M.S. 16C.05, Subdivision 5, the Contractor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently reflect all direct and indirect costs of any nature incurred in the performance of this Agreement. These books, records, documents, and accounting procedures and practices relevant to the Agreement shall be subject at all reasonable times to inspection, review, or audit on-site by personnel of the County, personnel authorized by the County, and either the Legislative Auditor or the State Auditor, as appropriate. The Contractor agrees to maintain financial records at **White Bear Lake Area Schools, ISD# 624, 4855 Bloom Avenue, White Bear Lake, Minnesota, 55110,** for six (6) years after the last date of service under this Agreement, provided that the County may, by furnishing written notice during the term, require continued retention of records to allow completion of an audit by the County or its ultimate funding source.

E. The County or its designee may duplicate, use, and disclose in any manner consistent with the provisions of the Data Privacy clause in this Agreement, all data delivered under this Agreement.

F. The County may evaluate the performance of the Contractor in regard to the provisions of this Agreement prior to its termination or within three (3) years thereafter. The County reserves the right to authorize independent evaluations under this paragraph.

G. The Contractor shall comply with the County audit policy as specified below:

__X__ Not applicable.
___ Provide an annual certified audit within 180 days of the end of the Contractor's fiscal year, including the management letter if the audit has a qualified opinion. The Contractor's fiscal year begins **N/A or date** and ends **N/A or date.**

If applicable, the Contractor shall comply with the Single Audit Act of 1984 (Public Law 98-502).

IV. Statutory Organization Requirements, Standards, Licenses

A. The Contractor agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs and staff for which the Contractor in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, and all other applicable laws, regulations, ordinances, rules, and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Contractor agrees to the following:

1. During the term of this Agreement, the Contractor agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the County to assure quality service.

   a. The Contractor represents that it and its employees will remain qualified and licensed to provide the Purchased Services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally approved Minnesota state waiver plans, and this Agreement.

   b. The Contractor agrees to inform the County of the following related to it or its employees immediately upon:

      1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.

      2) Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.

      3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in a federal exclusion.

2. The Contractor agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated as required under Minnesota Statutes, Chapter 245A and Minnesota Statutes, section 626.556.

3. Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.

4. Loss of any applicable state license by the Contractor shall be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation shall be effective as of the date of such loss.

5. If the County has reason to believe that the health, safety, or well-being of a person receiving services may be endangered by actions of the Contractor,

its agent and/or employees, the County may require that the Contractor immediately terminate providing services to the person. The County may also remove the person from the care of the Contractor. These actions may be taken immediately and may continue for such a period as is reasonably necessary for the County to determine that the safety and well-being of the person or of other persons in Contractor's care have been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the County may immediately terminate this Agreement.

V. Equal Employment Opportunity and Civil Rights

A. The Contractor agrees that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in M.S. 299C.67 to 299C.71 and M.S. 144.057), creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. The Contractor will furnish all information and reports required by the County or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. The Contractor shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

B. The Contractor agrees that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

1. Denied access to or opportunity to participate in or receive benefits from any service offered by the Contractor under the terms and provisions of this Agreement; nor

2. Subject to discrimination in employment under any program or activity related to the services provided by the Contractor.

C. If it is discovered that the Contractor is not in compliance with applicable regulations as warranted, or if the Contractor engages in any discriminatory practices, as described in Paragraphs A, B, and D of this article, then the County may cancel said Agreement as provided by the cancellation clause of this Agreement.

D. Non-Violent Workplace: The Contractor shall make all reasonable efforts to ensure that Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Workplace Violence Policy, is any action that is the use of physical force, harassment, or intimidation or abuse of power or authority where the impact is to control by causing pain, fear or hurt.

VI. Fair Hearing and Grievance Procedure

A. The Contractor agrees that a fair hearing and grievance procedure will be established in conformance with, and in conjunction with those established, developed, and provided by the Minnesota Department of Human Services.

VII. Bonding, Indemnity, and Insurance

A. Insurance: The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under the Agreement, whether such operations are by the Contractor, subcontractor, anyone directly employed by them, or by anyone for whose acts the Contractor may be liable.

B. The Contractor shall secure the following coverage and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County. If the Contractor is self-funded for such coverage, documentation evidencing such coverage shall be submitted to and approved by the County Attorney's Office prior to work commencing under this Agreement.

1. **X** Commercial General Liability Insurance:

   Minimum Limits:
   $1,000,000 - per occurrence
   $2,000,000 - general aggregate
   $2,000,000 - products/completed operations total limit
   $1,000,000 - personal injury and advertising liability
   $1,000,000 - umbrella coverage

   All policies are to be written on an occurrence basis using Insurance Service Office (ISO) form CG 00 01 07 98 or its equivalent. Ramsey County, its officials and employees shall be listed as additional insured; on a primary basis with respect to operations of the Contractor, using ISO endorsement CG 20 26 or its equivalent.

2. **x** Automobile Insurance:

   Coverage shall be provided for hired, non-owned and owned.
   Minimum Limit: $1,000,000 combined single limit

3. **x** Workers' Compensation and Employers' Liability:

   Workers' Compensation benefits shall be per Minnesota Statute
   Employer's Liability shall be: $100,000/$500,000/$100,000

4. **x** Professional Liability Coverage:

   Minimum Limit: $1,000,000 per claim

Aggregate Limit: $2,000,000

This policy is to be written as acceptable to the County Attorney's Office. Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then:

1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement with the County;
2) evidence coverage shall be provided for three years beyond expiration of this Agreement; and
3) Ramsey County, its officials, employees shall be added to the policy as an additional insured with respect to the Contractor's operations on behalf of Ramsey County. A separation of insured's endorsement shall be provided to the benefit of the County.

5. **NA** Crime and Fidelity Bond:

6. License, as required. The Contractor shall provide copy of such license at the request of the County.

7. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days' prior written notice of cancellation, non-renewal and/or any material changes in the policy.

8. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

9. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the County Attorney's Office. Copies of insurance policies shall be submitted to the County upon request.

10. Nothing in this Agreement shall constitute a waiver by the County of any statutory limits or any exceptions on liability.

11. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate and shall not be less than an A-.

C. Indemnity: The Contractor agrees to hold harmless and defend the County, its officials, officers, employees, agents, representatives, consumers or invitees against any and all claims, lawsuits, damages arising from or allegedly arising from or related to this Agreement, including but not limited to the Contractor's acts, failure to act or failure to perform its obligations hereunder, and to pay the costs of and/or reimburse the County, its officials, officers, employees, agents, representatives, consumers or invitees for any and all liability, costs, and expenses (including without limitation reasonable attorney's fees) incurred in connection therewith.

VIII. Unavailability of Services

A. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible recipients. The Contractor further certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. (If services are being provided by another public agency, the rate of payment shall be adjusted to the actual cost of the service.)

IX. Independent Contractor Status

A. It is agreed that nothing contained in this Agreement is intended, or should be construed as, creating the relationship of co-partners, joint ventures, or an association with the County and the Contractor. The Contractor is an independent Contractor and neither it, its employees, agents, nor representatives shall be considered employees, agents, or representatives of the County. Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over the application of its intake procedures and requirements to clients and the means and personnel by which this Agreement is performed. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, or for any state income tax, or for any other purposes which are associated with an employer-employee relationship, unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

X. Data Privacy

A. All data collected, created, received, maintained, or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. 13.01 *et. seq.*, or any other applicable state statutes, any state rules adopted to implement the Act, as well as federal regulations on data privacy. The Contractor agrees to abide strictly by these statutes, rules, and regulations as if it were a government entity.

The above wording does not create duty on the part of a private person or organization to provide access to public data to the public if the public data are available from the government entity, except as required by the terms of the contract.

B. The Contractor designates **Kathleen Daniels** its **Director of Special Education** as its Responsible Authority, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as the individual responsible for the collection, maintenance, use, and dissemination of any set of data on individuals, government data, or summary data pursuant to this Agreement.

C. The Contractor agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including any legal fees or

disbursements paid or incurred to enforce the provisions of this article of the Agreement.

XI. HIPAA Compliance

A. Contractor agrees to implement and comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. Contractor agrees to comply with the Business Associate Provisions as attached to and made a part of this Agreement. Contractor agrees that County may amend these provisions from time to time, as it deems necessary.

XII. Modification of Agreement

A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by a representative of the County and the Contractor, and attached to the original of this Agreement.

XIII. Conditions of the Parties' Obligations

A. It is understood and agreed that in the event the reimbursement to the County from state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be immediately canceled, other provisions of this Agreement notwithstanding; provided that any cancellations of this Agreement shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation.

B. It is understood and agreed that in the event sufficient funding is not appropriated or allocated by the County within the appropriate account of the **(N/A)** Ramsey County line item budget to fulfill this Agreement, the obligations of each party to provide services after **(N/A),** and/or payments for services rendered after said date shall terminate. This provision is applicable only to Agreements that overlap calendar years and may be effective for more than one budgetary period of the County.

C. In the event that there is a revision of federal or state regulations or laws which might make this Agreement or any portion thereof ineligible for federal or state financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal or state regulations or laws. Refusal to renegotiate in order to bring this Agreement into compliance shall be cause for termination of this Agreement as of the date when this Agreement is ineligible for federal or state financial participation.

D. When required, the Contractor will assist the County with proper documentation for completing forms and reports in compliance with the regulations of all state and federal agencies, including, but not limited to, the Minnesota Department of Human Services, Social Security Administration, National Institute on Mental Health, and any regulatory agency acting under aegis of the United States Department of Health and Human Services and other public sources of financial assistance.

XIV. Subcontracting Limitations and Assignments

A. The Contractor shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement, nor assign this Agreement, without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

XV. Default

A. Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God, or the public enemy, unusually severe weather, legal acts of the public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against.

B. Unless the Contractor's default is excused under the provisions of this Agreement, the Contractor, after receipt of notice by the County of any of the following conditions or other circumstances warranting cancellation of this Agreement, shall have ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County to cure the specified failure:

1. If the Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or

2. If the Contractor is in such financial condition so as to endanger the performance of this Agreement; or

3. If the Contractor fails to perform any of the other provisions of this Agreement, including, but not limited to, a failure to cooperate with any evaluation procedure which may be required, or so fails to prosecute the work as to endanger performance of this Agreement in accordance with its terms; or

4. If it is discovered that material misrepresentations were made by the Contractor as to conditions relied upon by the County that purported to exist by the terms of this Agreement and all exhibits and documents attached hereto and incorporated by reference.

If the Contractor fails to cure the specified condition after notice within the prescribed period of time, then the County may upon written notice immediately cancel the whole or any part of this Agreement.

C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.

D. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XVI. Cancellation and Finalization

A. This Agreement, or portion thereof, may be canceled by either party at any time, with or without cause, upon thirty (30) days' written notice, delivered by mail, or in person, subject to the requirements of the Contractor as specified in Article VI (A).

B. After receipt of a notice of cancellation, and except as otherwise directed, the Contractor shall:

1. Discontinue provision of purchased services under this Agreement on the date, and to the extent specified, in the notice of cancellation.

2. Cancel all orders and subcontracts to the extent that they relate to the performance of purchased services canceled by the notice of cancellation.

3. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification of the County to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.

4. Complete performance of such purchased services as shall not have been canceled by the notice of cancellation.

5. Submit a revenue and expense statement for the performance of purchased services prior to the effective date of cancellation within thirty (30) days of said date.

6. Maintain all records relating to performance of the canceled portion of the Agreement, as may be required by the County.

7. Notify all eligible recipients of the cancellation of this Agreement.

8. Cancellation, termination, or expiration of this Agreement shall not discharge any liability, responsibility, or right of any party that arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

XVII. Third Party Beneficiary

A. The County may notify the Contractor of a heath plan or health plans which shall be considered third party beneficiaries of this Agreement with respect to the services to be provided by the Contractor pursuant to this Agreement.

B. The Contractor shall provide services to the third party beneficiary health plans and their recipient clients to the same extent as this Agreement requires services to be provided to the County and its recipient clients.

C. Payment for services provided by the Contractor to health plan recipient clients shall be the same as otherwise required by this Agreement.

D. The County may terminate the designation of a health plan as a third party beneficiary of this Agreement by notifying the health plan and the Contractor in writing of the effective date of the health plan's termination.

E. When required by Minn. Stat. 245.4875, Subd. 3, the Commissioner of the Minnesota Department of Human Services ia a third party beneficiary to this Agreement.

Except as provided in Paragraphs A-D immediately above, this Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity other than the Minnesota Department of Human Services will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise. Any approved subcontractors must agree to this provision.

XVIII. Lead County Contract

A This Agreement may be accessed as a Lead County Contract by local public agencies operating under applicable law and rules of the Minnesota Department of Human services. This Agreement may also be accessed by health plans operating pursuant to authorization of the State. All local public agencies and health plans that purchase services from Contractor shall abide by the terms of this Agreement. Such local public agencies and health plans shall be financially responsible under the terms of this Agreement for those clients they refer to Contractor for services. The County shall monitor the terms of this Agreement and shall make available, upon request of other local public agencies and health plans, copies of this Agreement.

XIX. Extension Clause

A. The parties further understand and agree that this Agreement shall be automatically extended for an additional period up to 90 days from the end date of this Agreement in the event a new Agreement between the parties is desired, but not entered into, prior to the expiration date contained in this Agreement. The purpose of this extension is to ensure the existence of an uninterrupted Agreement in the event that a new Agreement is desired but is unable to be signed by the parties prior to the expiration date of this Agreement. In the event that this Agreement is extended pursuant to this clause, any change in fees contained in the subsequent Agreement may be made retroactive to the expiration date of this Agreement, by mutual agreement of the parties.

XX. Merger

A. It is understood and agreed that the entire Agreement between the parties is contained herein including all addendums, amendments, and attachments which are incorporated herein and made a part of this Agreement, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any County Human Services Department(s) relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ 20____.

RAMSEY COUNTY

_____
Julie Kleinschmidt, County Manager

Date: _____

WHITE BEAR LAKE AREA SCHOOLS ISD #624 (ENHANCE)

By: _____

Print Name: _____

Its: _____

Date: _____

Approval recommended:

_____
Monty Martin, Director

Community Human Services Department

Approved as to form and insurance:

_____
Assistant County Attorney

AGENDA ITEM:	**Swim Meet Equipment Loan to the White Bear Swim and Dive Booster Club**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Operational Item**
CONTACT PERSON:	**Pete Willcoxon Sr. Executive Director of Business Services**

Background:

Over the past several years we have had requests from several of our elementary school PTO/PTA for a supporting loan related to the installation of playground equipment.

Playgrounds at Lincoln, Oneka, Hugo, Parkview/Centerpoint, and Lakeaires have been constructed using volunteers and fundraising to produce elementary playgrounds exceeding a total value of $200,000 for our students.

Through our partnership with the Northeast YMCA, the City of White Bear Lake and White Bear Township the District is creating its first ever home pool for our girls swim team.

Part of that endeavor includes the purchase of timing equipment for our swim meets. The White Bear Swim and Dive Booster Club has asked that the District partner with them to allow for the purchase and installation of that equipment.

The cost of the project is expected to be approximately $27,000. The booster club is asking that the District extend them a loan for the cost of the project. They propose to repay the loan in three equal annual installments, beginning August 1, 2010. In the past, the District has not charged any interest on these short term financing agreements.

Recommendation:

It is recommended by administration that the Board approve the loan request for the White Bear Swim and Dive Booster Club.

AGENDA ITEM: **Authority to enter into an agreement with the Vadnais Heights Sports Complex**

MEETING DATE: **March 8, 2010**

SUGGESTED DISPOSITION: **Operational Item**

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

Background:

For the past several months the School District has been working with the Vadnais Heights Sports Complex developer on the possibility that the district would move its hockey program practices and games to the proposed facility.

Based on those discussions, the district sent the attached framework for an agreement to the parties.

Administration is asking the School Board to authorize the execution of said agreement, providing that all stipulations contained within the agreement are met.

Administration further asks the School Board to grant the latitude to adjust the hourly rate contained within the agreement to current market changes. This would allow administration to create a fiscally neutral agreement, when compared against the other options available.

Recommendation:

It is recommended by administration that the Board give authority to administration to negotiate an agreement with the Vadnais Heights Sports Complex, based on the above stipulations, and return the agreement to the School Board for approval at a future meeting.

Framework for an agreement for use of the Vadnais Heights Sports Complex by the White Bear Lake Area School District

The process for acquiring ice time for the next hockey season is, typically, completed during the months of March and April of the preceding spring. The ice time for the 2010-2011 hockey season must be committed to by mid April, 2010.

Because of this concern, the District would need assurances, prior to April 1, 2010, that the project has had sufficient revenue raised (that is the bonds have been sold) so that the project can be completed in a timely manner. If this occurs, the District is willing to enter into an agreement beginning with the 2010-2011 hockey season. If these assurances are not met, this agreement would begin with the 2011-2012 hockey season. The District would propose a five year agreement, with the option to extend for another five years, provided there is the appropriate "non-appropriation" clause contained within the lease. The "non-appropriation" clause must be consistent with the requirements of the Minnesota Department of Education.

The District is willing to purchase 275 hours of practice time, at a rate of $160 per hour beginning with the 2010-2011 hockey season. These hours would be distributed between the boys and girls hockey teams. The times would be mutually agreed upon by the District and the appropriate sports complex administrator and must comply with the Minnesota State High School regulations.

The sports complex will host up to thirteen girls hockey games each year and will provide a time and block of four hours for each JV/Varsity event. All proceeds from ticket sales from each game will go to the sports complex entity and all costs related to services necessary for the games will be borne by the sports complex entity. The schedule could include up to three home contests in a given week. The schedule would be mutually agreed upon by the District and the appropriate sports complex administrator to be in line with conference scheduling standards.

The District is extremely concerned about the adequacy of seating capacity and the opportunity for successful student management as it relates to using the facility for the boys hockey program home games. After completion of the facility, the District would have the opportunity to evaluate appropriate seating capacity and the opportunity for successful student management. If the District, at that time, believes that the issues have been successfully addressed, it would agree to structure playing up to thirteen home games for the boys hockey program with the same stipulations indicated above as they relate to the girls hockey program.

The District would require dedicated hockey locker rooms for each of its hockey programs, which would be provided at no additional cost to the District. Any build out of the locker room facilities, beyond that of the standard proposed by the sports complex entity, would be borne by the District.

Should this agreement be successfully negotiated, the District would be willing to propose a limited use agreement for use of the domed field facility, to be determined at that time.

AGENDA ITEM:	**Resolution to Approve Short Term Borrowing due to State postponement of aid payments**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Operational Item**
CONTACT PERSON:	**Pete Willcoxon Sr. Executive Director of Business Services**

Background:

The financial crisis at the state level in Minnesota has caused the Governor to enact a little known statute which requires the state to withhold state aid payments to school districts as the first line of defense to the crisis.

As a result the White Bear Lake Area School District will have approximately $9 million in state aid payments withheld over the months of March and April. Those funds, by statute, must be repaid prior to June 30th.

While initial cash flow analyses show that the district should be able to weather this financial storm, this resolution will authorize administration to enter into short term borrowing, if it is necessary and in the best interest of the district.

Recommendation:

It is recommended by administration that the Board approve the short term borrowing resolution.

CERTIFICATION OF MINUTES RELATING TO LINE OF CREDIT AGREEMENT

Issuer: Independent School District No. 624 White Bear Lake, Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on _____, 20__ at ____ p.m. at the District offices.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO A LINE OF CREDIT AGREEMENT WITH A FINANCIAL INSTITUTION

I, the undersigned, being the duly qualified and acting recording officer of the public corporation entering into the agreement referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said agreement; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on _____, 20___.

_____
School District Clerk

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member_____:

RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO A LINE OF CREDIT AGREEMENT WITH A FINANCIAL INSTITUTION

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 624 White Bear Lake, Minnesota (the District), as follows:

WHEREAS, the District is authorized to enter into a line of credit agreement (the Agreement) with a financial institution, pursuant to Minnesota Statutes, Section 123B.12(b);

WHEREAS, the District has negotiated and reached a tentative Agreement, subject to Board approval and Bank acceptance, with Associated Bank N.A., in Minneapolis, MN (the Bank); and

WHEREAS, the Board desires to enter into the Agreement with the Bank;

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. Upon the effective date of this resolution, the District hereby agrees to enter into the Agreement with the Bank and, thereby, establish a revolving line of credit (the Line) with the Bank whereby the Bank will advance funds to the District. The Agreement shall have a term not exceeding five years.

2. The amount advanced in any fiscal year under the Line will not exceed ninety-five percent (95%) of the District's average expenditure per month of operating expenditures in the previous fiscal year.

3. Each advance under the Line will be repaid no later than forty-five (45) days after the day of advancement with interest on the outstanding principal amount at an interest rate not exceeding 2.95% per annum.

4. The Director of Business Services or a designee selected by the Director of Business Services is directed to prepare, or have prepared, and execute such documents as may be necessary to comply with the above paragraphs or any other requirements for the Agreement.

5. The amounts advanced under the Line are not designated as "Qualified Tax Exempt Obligations" for the purposes of Section 265 of the Internal Revenue Code of 1986, as amended.

6. This resolution shall be effective upon receipt by the Director of Business Services on behalf of the Board of written acceptance of its terms by an authorized official of the Bank, and thereafter shall constitute the terms of the Agreement.

Upon vote being taken on the foregoing resolution, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

ACCEPTANCE STATEMENT

The Bank has received and agrees to be bound by the terms and conditions of the resolution of the Independent School District No. 624 White Bear Lake, Minnesota (the District) authorizing the District to enter into a Line of Credit Agreement with a financial institution pursuant to Minnesota Statutes, Section 123B.12(b), and the resolution included therein is a full, true and correct copy of the original thereof. The officer executing this Acceptance Statement is authorized to sign on behalf of the Bank. The Bank understands that the interest on the amounts advanced shall be taxable and that the amounts advanced have not been designated as "Qualified Tax-Exempt Obligations" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended.

Date: _____, 20___.

_____
Name of Bank

_____
Signature of Bank Official

_____
Title of Bank Official

AGENDA ITEM:	**Early Childhood Mental Health Collaborative Services**
MEETING DATE:	**March 8, 2010**
SUGGESTED DISPOSITION:	**Operational Agenda Item**
CONTACT PERSON(S):	**Kathleen Daniels, Director of Special Services** **Margie McMahon, Supervisor**

BACKGROUND:

Administration recommended that the attached contract with Power of Relationships, P.A., to provide early childhood mental health services to children ages birth through four years of age who are part of our Early Childhood Program be approved.

The children that would benefit from the services provided by the contract have serious emotional and/or behavioral concerns and/or their parents have mental health issues which are impacting their child's development. Part of our plan is to intervene early with strategies for home, classroom and child care to prevent special education services in the areas of emotional and behavioral development.

The district has developed the attached contract for these services, with the total obligation of $35,000. The effective dates are from March 9, 2010 though August 19, 2011.

Funding for this contract will be from ARRA funds, parts B & C.

Recommendation: Approve the contract for services with Power of Relationships, P.A., per attached.

COLLABORATIVE AGREEMENT BETWEEN INDEPENDENT SCHOOL DISTRICT #624 EARLY CHILDHOOD PROGRAM AND POWER OF RELATIONSHIPS, P.A.

White Bear Lake Area Schools
4855 Bloom Avenue
White Bear Lake, MN 55110
(Insert Phone)

Power of Relationships, PA
820 N. Lilac Drive, Suite 130
Golden Valley, MN 55442
(Insert Phone)

March 1, 2010

This agreement is between Independent School District #624 Early Childhood Program ("District") and the Power of Relationships, PA ("Consultant"). The term of this Agreement is for the time period of February 9, 2010 through August 19, 2011.

I. PURPOSE STATEMENT

The purpose of this Agreement is to establish working procedures between the above stated programs for the provision of services to District early childhood programs including but not limited to students, ages b – 5 years, enrolled in ECFE (Early Childhood Family Education), Play and Learn preschool, School Readiness/Title I preschool, ECSE (Early Childhood Special Education), and Head Start services in District locations (Normandy Park Education Center, Tamarack Nature Center's My Nature School, and Hugo Elementary), homes within the District community, and/or childcare centers within the District community (outside sites as appropriate) in compliance with Federal and State laws and regulations.

II. SERVICES TO BE PERFORMED

Consultant agrees to provide the services as described in "Exhibit A," which is attached hereto and made a part of this Agreement.

III. COMPENSATION

1. In consideration of the full and complete performance of the agreed services, the District agrees to compensate the Consultant no more than Thirty-Five Thousand and NO/Dollars ($35,000.00) in quarterly payments as described in "Exhibit B," which is attached hereto and made a part of this Agreement. It is understood that all Federal, State and local taxes are included in the cost of Consultant's services.

   Consultant shall invoice the District in the amount of Three Thousand Eight Hundred Eighty-Eight and 89/100 Dollars ($3,888.89) for the services performed every quarter beginning in March 2010 where a cash advance will be made by District on March 9, 2010 in the amount of , and the District shall pay such invoice on date as delineated in Exhibit B.

2. The District and Consultant acknowledge and agree that Consultant is an independent contractor and not an employee of the District, and that Consultant nor its agents will have any authority to bind the District or otherwise incur liability on behalf of the District within express delegation of authority by the District. The District shall have no obligation to provide any employee benefits or privileges of any kind or nature to Consultant, including, without limitation, insurance benefits (medical, liability or workers' compensation), salary, taxes, mileage, pension benefits, or the like.

3. The Consultant is not entitled to access private or confidential data maintained by the School District, including, but not limited to, private personnel data and private student data, unless state or federal law allows such access or by proper parent/guardian consent. Consultant agrees that any information Consultant receives or reviews concerning the School District, including, but not limited to, any information concerning student files, School District operations and business activities, and any other information of which the Consultant may obtain knowledge or access from the School District during Consultant's performance hereunder (hereinafter "Confidential Information") is private data to the School District and under the data privacy statutes. The Consultant agrees to hold in confidence and not to directly or indirectly reveal, report, publish, disclose or transfer any of the non-directory information to any person or entity, or utilize any of the non-directory information for any purpose, except as necessary to perform Consultant's obligations under this Agreement or as otherwise may be agreed in writing in advance between the School District and Consultant. Prior to disclosure of non-directory information to any of its employees or other authorized persons, Consultant agrees to obtain an appropriate agreement, containing all of the elements set forth herein, from those persons to whom such information is disclosed or who otherwise gain access to such information to maintain the confidentiality of non-directory information. Consultant further agrees to indemnify the School District against any loss or liability resulting from, or arising in connection with, unauthorized use or disclosure of non-directory information by Consultant.

4. Confidential information shared and collected by District and Consultant shall be maintained in compliance with HIPPA and FERPA regulations.

5. A Reciprocal Release of Information shall be executed by District, Consultant, and all other related agencies in order to share information regarding students and to hold meetings with parents/guardians.

6. Consultant acknowledges and agrees that it and its employees and agents that are assigned to perform services under this Agreement shall comply with all District policies and with any amendments to those policies that are made during the term of this Agreement.

7. The District's sole authorized representative in matters relating to this Agreement is Margie McMahon, Early Childhood Supervisor unless Consultant is notified in writing of an additional or substitute representative. Said Representative shall have final authority for acceptance of Consultant's services as satisfactory.

8. Consultant hereby represents and warrants that it:
    a. Is not subject to any restrictions whatsoever which would prevent it from entering into or carrying out the provisions of this Agreement;
    b. Possesses all licenses, permits, approvals and other certificates necessary and required for performing the services pursuant to this Agreement;
    c. Possesses the proper skill, training, experience and background so as to be able to perform this Agreement in a competent and professional manner; and
    d. Has full authority to enter into this Agreement and consummate the transaction contemplated hereby.

9. The Consultant hereby agrees to indemnify and hold harmless the School District, its administration, school board, employees and agents (the "Indemnified Parties"), from and against any and all claims, liabilities, losses, damages, judgments, penalties or expenses (including reasonable attorney's fees and litigation expenses), to the extent such claims, liabilities, losses, damages, judgments, penalties or expenses are caused by negligent acts of the Consultant. Consultant shall, at its own expense, procure and maintain professional liability insurance against such claims listing District as an additional insured (documentation of named insured to be provided to District) in amounts reasonably satisfactory to the District.

10. Early termination of this Agreement may occur under the following conditions:
    a. Unilateral Termination. During the term of this Agreement, either party may unilaterally terminate the Agreement, for any reason, by thirty (30) days s prior written notice of the intent to terminate.

b. Breach. If either party breaches any of its promises or covenants under this Agreement and fails to cure the same within ten (10) calendar days after receipt of written notice of the breach by the other party, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party.

11. This Agreement contains the entire agreement between Consultant and District with respect to the services. All prior agreements and understandings are superseded hereby.

12. Any notices or demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after deposit in a regularly maintained receptacle of the United States Postal Service, postage prepaid, return receipt requested and addressed as follows or as the parties may from time to time designate in writing:

TO School District:

U.S. Mail

Independent School Dist. 624
Attn: Margie McMahon
Normandy Park Education Center
2482 County Road F East
White Bear Lake, MN 55110

TO Consultant:

Linda Diaz
Power of Relationships, P.A.
820 N. Lilac Drive, Suite 130
Golden Valley, MN 55442

13. If any provision of this Agreement is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such prohibited illegal or invalid provision had never constituted a part hereof, with this Agreement being enforced to the fullest extent possible.

This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against either party.

WHITE BEAR LAKE
AREA SCHOOLS

_____

Michael Lovett
Superintendent

_____

Peter Willcoxon, Sr.
Executive Director of Business Services

_____

Lori Swanson
School Board Chairperson

Date_____

POWER OF RELATIONSHIPS, P.A.

_____

James W. Keenan
President

Date_____

Exhibit A

Early Childhood Mental Health Program Description:

Collaboration between White Bear Lake Area School District

and Power of Relationships, P.A.

Purpose

The purpose of this collaborative arrangement is to partner with Power of Relationships as the provider of CTSS (Children's Therapeutic Support Services) model of mental health services for children and families in the WBLAS district's Early Childhood Program. In addition, Power of Relationships staff will provide training and support for WBLAS EC staff. Currently early childhood staff and other providers are referring families to Help Me Grow (Intake and Referral) of Ramsey, Washington, and Anoka counties. As appropriate, a Help Me Grow professional (from the Ramsey County office) then refers these families to mental health service agencies throughout the twin cities. The system is at times difficult to navigate for families who reside in the WBLAS district's three counties. A district-wide, onsite early childhood mental health model provided by Power of Relationships will allow parents to have ease of access (no waiting lists or lengthy referral process) to mental health resources and assessments, as well as CTSS services. Mental health services can be provided at any location the child spends his/her day: home, Early Childhood Program sites, and child care sites.

This ecological approach to services will promote greater success for the child and family. Parents and staff will gain more tools to help children succeed. Staff will enhance their understanding of the origins of and strategies for responding to emotional and behavioral delays. The early childhood School Psychologist and Mental Health Services Coordinator will share key information across disciplines to more holistically assess and more comprehensively plan with each family. With this model, young children's emotional and behavioral issues will be caught early on so as to prevent more costly, intrusive, and intensive interventions later by school programs and/or mental health programs.

Early childhood mental health services can be part of the Tier 1, 2 or 3 level of intervention in the Response to Intervention (RTI) model. The goal of RTI is to reduce the number of failing and/or children in special education programs by providing services early. With the support of the mental health services coordinator, the early childhood staff can solidify their approach to meeting the social and emotional needs of the children they serve and assist in preventing future learning delays.

Tier I: Practices that promote healthy development and prevention of the onset of delay

- Most ECSE and Play and Learn teachers are trained in a social skills program called "Incredible Years' and use that program to promote social skills in their classroom. The mental health services coordinator is a trained facilitator and will be available to assist in leading parent groups.
- PoR will be staffing the early childhood mental health and CTSS services with Ms. Linda Diaz. She is a licensed professional counselor who can assist the staff and program in promoting healthy social (emotional and behavioral) development of all of our children.
- PoR will provide staff training in the warning signs of mental illness in early childhood and effective teaching strategies.
- Parent education will be provided.

Tier 2: Practices that target the most at risk to prevent a delay from becoming a disability

- Many children enter our program with significant behavioral and emotional problems. A mental health services coordinator can provide assistance and support to staff and families through: student observations, staff training, activities to promote emotional wellness,
- With collaboration between the mental health services coordinator, school psychologist, and educational staff the child will regulate his/her emotions and behaviors to minimize the impact on learning and promote success in all stages of development.
- Parent training/education will be provided.

Tier 3: Children with a disability are treated to mitigate the full consequences of their condition

- The mental health services coordinator will provide family and staff consultation, modeling of strategies for families and staff, co-teaching with staff, family support, family/parent education groups, and mental health assessments. The services will occur in the child's natural environment so that they learn to manage their emotions and behaviors within their daily environment.

- The school psychologist will provide the components of the educational evaluation including formal/informal assessment, observation, interview, and resources for families. These two professionals will work together in the best interests of each child and family situation.

- ***Direct treatment services, such as individual psychotherapy, individual life skills, group life skills, and/or family life skills training will follow the CTSS model and be provided outside of these contracted services. A family may choose to use Power of Relationships services or other mental health service providers for the CTSS services as suggested by their physicians or with the assistance of the PoR mental health services coordinator. The school psychologist and mental health services coordinator will work with the other providers as permitted by parents in

coordinating children's services and building consistency for children. The contract is not responsible for these intensive, direct CTSS services. These services will be billed to third party insurance by the providers.***

(RTI resource: McConnell, S., Carta, J. J., & Greenwood, C. R. (2008, February 21-22). *Bringing Response to Intervention (RTI) into Preschool – Bridging Research and Practice.* Panel Discussion at CRIEI, San Diego, CA. retrieved 1/31/10 http://www.crtiec.org/Documents/CRIEI%20RtI%20Intro%20and%20Challenges.pdf,

PoR Staff and Training

Linda Diaz, MA-LPC

Linda Diaz is a licensed professional counselor, by the Board of Behavioral Health and Therapy. (See Exhibit C). Her certifications include:

- DC 0-3 certified (mental health assessment for birth-3)
- DSM 4 trainer (mental health assessment for 3+)
- Incredible Years Parent Trainer
- Filial Therapist
-

Programmatic considerations

Timeline: March 2010 through August 2011. (See Exhibit B).

Proposed hours: Approximately 20 hours per week. A school year and summer calendar will become available for staff and parents by April 1, 2010.

Population served: The birth through five population that the Early Childhood Program of the White Bear Lake Area Schools currently serves. This includes ECFE (Early Childhood Family Education, School Readiness and Title I preschool, Play and Learn preschool, and ECSE (Early Childhood Special Education) and ECSE/Head Start.

Locations: Hugo Elementary, Normandy Park Education Center, and Tamarack Nature Center ~ My Nature School sites as well as child care and homes, as appropriate.

Collaboration with outside agencies: Collaboration between WBL staff and school psychologist, mental health services coordinator and outside agencies as needed. A child and family may be better served by another agency. In such cases, the PoR mental health services coordinator and/or WBL school psychologist will assist the family in finding appropriate resources. The Help

Me Grow professional in the Ramsey County service coordination office may also be involved in this process.

Refer to the ***Direct treatment...*** section above. Also, assessment and treatment information is provided below for your information.

Mental Health Assessment: After a thorough mental health assessment, an assessment report will be completed and shared with family. This assessment expires after one year and is not part of the child's educational file or connected to the child's IEP/ IFSP. Children need a diagnosis in the DC 0-3 or the DSM 4 to qualify for CTSS treatment services. Parents need to sign a release of information form in order to share mental health information with education staff. This assessment area is part of the contracted services.

Treatment/ skills training: A treatment plan is written and reviewed with the parents/guardians. This plan will be reviewed and updated every three months. This is not a behavior improvement plan nor is it a part of the child's educational file. CTSS services will take place in the child's environment: home, classroom, child care. The goals of CTSS are to assist the child to increase their skills, minimize their symptoms, and maximize their learning opportunities. This treatment area is part of the billable CTSS services.

Staff Development

- PoR mental health services coordinator will participate in Early Childhood Program staff development activities as appropriate.
- PoR mental health consultant will provide staff development regarding early childhood mental health: origins, recognition, approaching parents, childhood disorders, classroom and home strategies, evidence based practices, etc.

Accountability

The mental health consultant and school psychologist will work together to provide a seamless program for children and families in the area of behavioral and emotional health/development. Onsite supervision and support will be provided by Margie McMahon, Early Childhood Supervisor. Periodic meetings will be held with Jim Keenan, Power of Relationships President, to assure effective programming.

EXHIBIT B

COMPENSATION to Power of Relationships, P.A. (for Early Childhood Mental Health Consultant) from White Bear Lake Area School District

Effective dates

March 9, 2010 through August 19, 2011

Terms of payment

The total obligation of the WBLAS Parts C and B ARRA funds shall not exceed $35,000.

Payments of $3,888.89 shall be made quarterly, beginning with an initial cash advance in March, 2010.

Payment dates:

- March 9, 2010 (initial cash advance)
- April 9, 2010
- June 11, 2010
- Aug. 20, 2010
- Nov. 12, 2010
- Jan. 28, 2011
- Apr. 8, 2011
- June 10, 2011
- Aug. 20, 2011

Additional items to be purchased for this program include:

- Laptop computer, approximately $
- Incredible Years Parent Curriculum, including Spanish version, approximately $1895

These items shall remain the property of the District.

MMc W 2/23/10

AGENDA ITEM:	Tentative Agreement – 2009-11 Contract for the Extended Day Association
MEETING DATE:	March 8, 2010
SUGGESTED DISPOSITION:	Operational Item
CONTACT PERSON(S):	Christina Picha, Director of Human Resources Peter Willcoxon, Executive Director of Business Services

****

BACKGROUND:
The District has reached a tentative agreement with the Extended Day Association. The unit ratified the agreement on Thursday, February 25, 2010.

The Board has received in its previous correspondence a summary sheet of the proposed language and salary changes.

Chris Picha and Peter Willcoxon will be available to answer questions.

RECOMMENDATION:
Approve the proposed 2009-11 Master Agreement with the Extended Day Association by passing the following resolution.

RESOLUTION:
WHEREAS, the parties have reached a tentative agreement on the 2009-2011 contract;

WHEREAS, the union has ratified the Contract;

THEN BE IT HEREBY RESOLVED that the School Board of Independent School District 624 approves the 2009-2011 agreement and authorizes the Chair and Clerk to execute the agreement on behalf of the School Board.

AGENDA ITEM: **STUDENT TEACHER AGREEMENT**

DATE: **March 8, 2010**

SUGGESTED DISPOSITION: **Operational Item**

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

****

BACKGROUND:

The attached contract allows White Bear Lake Area School District to enter into an agreement with Concordia University-St. Paul for the placement of PreK-12 student teachers.

White Bear Lake Area School District and this university are committed to providing quality experiences for the student teachers placed in our District.

RECOMMENDATION: Acceptance of agreement.

Concordia
UNIVERSITY·SAINT PAUL

College of Education
Teacher Education
Phone: 651-641-8200
Fax: 651-603-6240

Mutual Agreement for Student Teaching

This agreement is entered into between the College of Education at *Concordia University St. Paul*, 275 Syndicate Street North, St. Paul, MN 55104 (hereinafter "College or University") and White Bear Lake Area Schools, ISD #624 (hereinafter "the School") Ramsey County, located in White Bear Lake, Minnesota.

1. *Concordia University St. Paul* agrees that:
   a. It will place at the School only student teachers who are eligible for such placement under State and University rules, and School Board regulations. All placements will initiate through and be approved by the School's Office of Staff Development.

   b. It will pay to the School an amount of $150 for a nine week experience and $100 for a six week experience for each student teacher placed in the school. It will pay to the School an amount of $60 for a five week practicum experience for each student teacher placed in the school.

   c. It will provide regular student teaching supervision by state qualified College/University designees.

   d. It will cooperate with the School in the development and implementation of the Student Teaching program.

   e. That all records and date received by the College/University as a result of this agreement will be treated by the College/University in accordance with the terms of the Minnesota Government Data Practices Act and all federal laws and rules pertinent thereto.

2. The School agrees that:
   a. It will supply to the student teacher so placed by the College/University an opportunity to work in a teaching-learning situation under the supervision of a practicing teacher who holds a continuing license and has at least three years total teaching experience.

   b. It will cooperate with the College/University in the development and implementation of the Student Teaching program.

   c. It shall provide appropriate supervision of the student teacher pursuant to rules promulgated by its board. Such rules may not conflict with any minimum requirements established by the State or the College/University with regard to the Student Teaching Program.

   d. It shall immediately notify the College/University if there is a change in the licensure status of any practicing teacher providing supervision to any student teacher assigned hereunder.

   e. It shall not replace any of its employees nor fill any vacancies normally filled by an employee with a student teacher assigned under this agreement. Therefore, a student teacher shall not act as a substitute teacher.

Concordia
UNIVERSITY-SAINT PAUL

College of Education
Teacher Education
Phone: 651-641-8200
Fax: 651-603-6240

f. It shall consider and treat any student teacher placed at the School pursuant to this agreement as an employee for purposes of worker's compensation.

g. It shall consider and treat any student teacher placed at the School pursuant to this agreement as an employee for purposes of liability insurance coverage and the provision of legal counsel.

h. It shall reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause or lack of funding.

i. It shall consider and treat all records and data regarding a student teacher, whether such records or data are received from the College/University or the student teacher or are generated by the School, as records and data subject to the provisions of Minnesota Statues Section 13.01 et. seq., Minnesota Rules part 1205.0100 et. seq., 20 U.S.C. 1232g and 34 C.F.R. Section 99.1 et. seq. The School shall comply with the provisions of these State and Federal statutes and regulations as applied to records and data regarding any student teacher placed a the School pursuant to this agreement as through such statues and regulations were fully applicable to the school.

3. General Provisions:

a. The term of this agreement shall commence on July 1st, 2009 and end on June 30th, 2011 (a 2 year period).

b. The School of College/University shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party.

c. Any amendments to this agreement shall be in writing.

d. Both parties agree to be bound by the laws and regulations of the State and Federal Governments, including all provision in regard to discrimination and the Americans With Disabilities Act (ADA) and/or Section 504 of the Rehabilitation Act of 1973.

Approved:
White Bear Lake Area Schools, ISD #624

Name: _____ Date: _____

Title: _____

College/University: Concordia University St. Paul

Name: Richard R. Berven (Richard R. Berven) Date: 03.01.10

Title: Coordinator of Field Experiences and Clinical Practices

Concordia University St. Paul
275 Syndicate Street North
St. Paul, MN 55104-5494