



## Regular Meeting Agenda

Diamondhead Education Center  
200 W. Burnsville Parkway  
Burnsville, MN 55337  
March 4, 2010  
6:30 PM

### I. Call to Order

- A. Welcome
- B. Pledge of Allegiance
- C. Public Recognition
  - 1. Connor Wood, Burnsville High School

### II. Business Meeting

- A. Approval of Agenda
- B. Consent Agenda

**Description:** Although Board action is required, it is generally unnecessary to hold discussion on these items. In the event a Board member wishes to discuss an item, that item will be moved for separate consideration.

- 1. Meeting Minutes 3
- 2. Human Resources Report 6
- 3. Donations of \$126 from the Wells Fargo Foundation to Burnsville Senior High School; \$14 from Scott Galvin, \$94.22 from Brionne Sillman, and \$35 from Robin Swanson to Hidden Valley Elementary 9
- 4. Approve 3-Year Contract with the Burnsville-Minnesota Valley Figure Skating Club 11
- 5. Schedule a Board Workshop following the regularly scheduled Board Meeting on March 4, 2010 20

### III. New Business

- A. Approve salaries for unaffiliated employees for the 2009-2010 fiscal year and the 2010-2011 fiscal year (5 minutes) (Grissom) 21
- B. Approve salaries for minor administrative stipends for the 2010-2011 school year (5 minutes) (Grissom) 22
- C. Approve a resolution authorizing the district to enter into a line of credit with Associated Bank N.A. (10 minutes) (Rider)

D. Approve, on a first reading basis, revisions to the following Board Policies: Policy JHCC (Communicable Diseases - Students), Policy GBEA (Communicable Diseases - Employees & Staff), Policy BDDH (Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations), Policy BBFA (Conflict of Interest - School Board Members), Policy BDDG (School Board Meeting Minutes), Policy BF (Development, Adoption and Implementation of Policies), Policy JN (Student Fees, Fines and Charges), and Policy JO (Protection & Privacy of Student Records) (10 minutes) (Clegg)

IV. Reports

- A. Student Advisor
- B. Superintendent
- C. Board Members

V. Adjourn to Board Workshop to continue to study attendance boundary options

School Board Minutes  
 INDEPENDENT SCHOOL DISTRICT 191  
 February 18, 2010

The meeting of the Board of Education was called to order by Chair Currier at 6:30 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

Members present: Directors Hill, Luth, Martin, Morrison, Sweep and Chair Currier. Others in attendance were Superintendent Clegg, Student Advisor Elsagher, administrators and staff.

Attendance

Members absent: Director Banyard

Chair Martin welcomed the audience and asked Director Hill to lead the Pledge of Allegiance.

Pledge of Allegiance

Moved by Director Martin, seconded by Director Luth, to approve the agenda. Motion carried unanimously (6,0).

Agenda

Moved by Director Morrison, seconded by Director Martin, to approve the consent agenda.

Consent Agenda

- Minutes of the February 4, 2010 board meeting and closed session
- Personnel changes for P. Flynn, S. Novak, C. Erickson, M. Hasbrouck, E. Weilandgruber, R. Bisson, A. Cadwell, A. Ebel, K. Garnet, N. Holden, E. Hotchkiss, B. Houck, J. Kennedy, M. Koziol, M. Murray, J. Sullivan, C. Ellison, L. Pavek, R. VanWyk, C. Will, D. Boe, R. Fystrom, S. Heikkila, M. Laurer, M. LeBeau, C. Ohlemkamp, S. Olson, J. Tam, S. Tapper, A. Fuller, S. Hermes, D. Miller, S. Smith, R. Dehnel, M. Sexton, A. Pond
- Donation of \$1,400 from the Dakota Electric Association to the Burnsville Senior High School Scholarship Fund; \$800 from Target Scholarship AMERICA to Sioux Trail Elementary; and \$100 from Residential Mortgage Group on behalf of Stephen Nguyen to Sioux Trail Elementary
- Approve January payroll checks numbered 713962-714066, and Direct Deposit notices numbered 378059-381275, in the net amount of \$3,651,068.69. January and February claims to date represented by checks numbered 395265-396312, 1000060-1000272, 100401-100412 and wire transfers and adjustments, totaling \$12,792,706.24. Also, that the Board accepts January receipts of \$12,100,682.16 and investments for General Operations and Alt. Facilities and OPEB of \$27,665,216.15 as of January 31, 2010

Minutes

HR Report

Donations

Payroll, Claims and Receipts

- Approve the Budget Analysis for the Month ending January 31, 2010
- Schedule a Board Retreat for Thursday, February 25, 2010 from 5:00 p.m. to 9:00 p.m. and Friday, February 26, 2010 from 8:00 a.m. to 3:00 p.m. at Brackett's Crossing, Lakeville, MN
- Schedule a Closed Session following the regularly scheduled Board meeting on February 18, 2010 for discussion of private employee data

Budget Analysis  
 Schedule Board Retreat  
 Schedule Closed Session

Chair Currier made special mention of the generous donations.  
 Motion carried unanimously (6,0).

Moved by Director Luth, seconded by Director Hill, to approve the 2009-2011 employment agreement with Operation and Maintenance Supervisors and Independent School District 191.  
 Motion carried unanimously (6,0).

Employment Agreement

Moved by Director Morrison, seconded by Director Sweep, to adjourn to a Board Workshop and Closed Session at 6:37 p.m.

Adjourn

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Sandy Sweep, Clerk

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AGENDA ITEM: II. B.1

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: March 4, 2010

RE: **Minutes of February 18, 2010 Closed Session**

The School Board Closed Session was called to order by Chair DeeDee Currier at 9:30 PM.

Members present: Directors: Luth, Morrison, Hill, Sweep, Martin

Others in Attendance:  
Sue Grissom, Executive Director for Human Resources  
Randy Clegg, Superintendent

The following issue was discussed:

*The Board recessed to closed session for the preliminary consideration of allegations against an employee.*

The meeting adjourned at 10:00 P.M.

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Sandy Sweep, Clerk

**Burnsville-Eagan-Savage Public Schools  
Independent School District 191  
Human Resources Office**

TO: Members, Board of Education  
Randall Clegg, Superintendent

FROM: Susan J. Grissom, Executive Director Human Resources

DATE: March 4, 2010

RE: Recommended Personnel Changes

**Administrative  
Retirement**

Susan Grissom

\*Executive Director of Human Resources, after 32 years in the District, effective June 30, 2010

**Certified  
Leave of Absence**

Kourtney Beaulieu

-Nurse, ST, requests a maternity leave of absence, effective approx. 5/3/10 through the end of 2009/10 school year

Carol Burhans

\*Teacher, NJH, requests a 3 year extended leave of absence, effective 2010/11 through 2012/13 school yearsh

Heidi Cynor

-Teacher (currently on leave), requests 1.0 FTE general leave of absence, effective 2010/11 school year

Peter Feig

\*Teacher (currently on leave), requests a 1.0 FTE general leave of absence, effective 2010/11 school year

Christine Gutterman

-Teacher, Vale, requests a 1.0 FTE general leave of absence, effective 2010/11 school year

Aimee Hayes

-Teacher (currently on leave), requests a .5 FTE general leave of absence, (.5 FTE contract), effective 2010/11 school year

Laura Henrickson

-Teacher (currently on leave), requests a 1.0 FTE parental leave of absence-spec. circumstances, effective 2010/11 school year

Jan Johnshoy

\*Occupational Therapist, SO, GP, AT, requests a 1.0 FTE FMLA leave of absence, effective 3/3/10 through the end of the 2009/10 school year

Tiffany Lenton

-Teacher (currently on leave), requests a 1.0 FTE parental leave of absence, effective 2010/11 school year

Denise Lutgen-Gallaty

\*Teacher (currently on leave), requests a 1.0 FTE parental leave of absence, effective 2010/11 school year

\*added to original report  
Burnsville-Eagan-Savage #191  
Board Meeting – 03/04/2010

Brandy Meyer	*Teacher (currently on leave), requests a 1.0 FTE general leave of absence, effective 2010/11 school year
Stephanie Orth	-Teacher (currently on leave), requests a 1.0 FTE general leave of absence, effective 2010/11 school year
Erin Preese	*Teacher (currently on leave), requests to extend her maternity leave of absence through 3/16/10
Lisa Reid	-Teacher, HV, requests a 1.0 FTE maternity/FMLA/parental leave of absence, effective approx. 5/23/10 through 2010/11 school year
Mataya Theis	-Teacher (currently on leave), requests a 1.0 FTE parental of absence-spec. circumstances, effective 2010/11 school year
Katie Van Vooren	-Teacher (currently on leave), requests to convert her 1.0 FTE general leave of absence for 2009/10 to a general/parental leave and requests a 1.0 FTE parental leave of absence, effective 2010/11 school year

**Resignation**

Janet Crawford	*Teacher, effective 2/26/10
Megan Lark	*Teacher, effective 2/24/10
Susan Olsen	-Teacher (currently on leave), effective 2/18/10

**Retirement**

Mary Lou Foster	*Teacher, ST, after 15 years in the District, effective 6/11/10
Russell Fystrom	m -CORRECTION-NAME-Teacher, BHS, after 33 years in the District, effective 6/11/10
Margaret Sears	*TOSA, after 21 years in the District, effective 6/11/10

**Return from Leave**

Kirenza Swanson	*Teacher, requests to return from a parental leave of absence, working 1.0 FTE, effective 2010/11 school year
Saloua Thompson	*Teacher, requests to return from a general leave of absence, working 1.0 FTE, effective 2010/11 school year
Perry Wilkinson	-Teacher, requests to return from .2 FTE parental leave of absence, working 1.0 FTE, effective 2010/11 school year
Susan Zucollo	-Teacher, requests to return from .5 FTE parental leave of absence, working 1.0 FTE, effective 2010/11 school year

**Classified**  
**Change in Assignment**

Rose Machelski	*Cook Helper, Rahn, assignment changes to 2.5 hrs/day, effective 3/2/10
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**Resignation**

Deborah Haugen

\*Cook Manager, HB, effective 2/26/10

Erin Husen

-2<sup>nd</sup> Cook, Rahn, effective 2/25/10

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**Retirement**

Lorna Pitzer

\*Title 1 EA, Neill, after 29 years in the District,  
effective May 2010



II.B.3

**TO:** Dr. Clegg  
**FROM:** Dave Helke  
**DATE:** February 22, 2010  
**RE:** Donations

Please accept the following donations to Burnsville Senior High School:

- Employee match contributions through the Wells Fargo Foundation, Community Support Program (\$126.00). (*This is the Wells Fargo portion of the match.*)

(Mr. Mark Lacount – \$126.00)

To: Randy Clegg, Superintendent of Schools

II.B.3

From: Jon Bonneville, Principal

Date: February 22, 2010

RE: Donation

It is my recommendation that the School Board of Independent School District #191 accept this donation in the amount of \$143.22 from the following Wells Fargo employees:

Scott Galvin	\$14.00
Brionne J. Sillman	\$94.22
Robin Swanson	\$35.00

We will be using these funds to support the Literacy Library at Hidden Valley.



**AGENDA II-B-4**  
**March 4, 2010**

**TO: Members of the School Board**

**FROM: Lisa K. Rider, Executive Director of Business Services** 

**DATE: March 4, 2010**

**RE: Contract with the Burnsville-Minnesota Valley Figure Skating Club**

**RECOMMENDATION:** That the School Board renew a three year agreement with the Burnsville-Minnesota Valley Figure Skating Club for the period June 1, 2010 through May 31, 2013.

The School District has completed its' sixth year of a partnership between the High School and the Figure Skating Club in which skaters who meet specified criteria can earn a varsity letter.

The partnership continues to be a successful one and I would recommend approval of this three year contract.

**AGREEMENT FOR THE PROVISION OF SERVICES TO  
INDEPENDENT SCHOOL DISTRICT NO. 191 (BURNSVILLE)**

THIS AGREEMENT, is made and entered into by and between Independent School District No. 191, Burnsville (hereinafter referred to as the "School District", and Burnsville-Minnesota Valley Figure Skating Club (hereinafter referred to as the "Provider/Contractor").

**RECITALS**

WHEREAS, the School District desires to enter into an agreement with a qualified party to provide certain extra-curricular services; and

WHEREAS, the Provider/Contractor is duly qualified and willing to provide said extra-curricular services; and

WHEREAS, the School District is willing to enter into an agreement with the Provider/Contractor to provide said services on the terms, covenants and conditions hereinafter set forth; and

WHEREAS, the School District is authorized and empowered to secure from time to time certain services through contracts with qualified individuals, and

WHEREAS, the Provider/Contractor understands and agrees that:

1. The Provider/Contractor will act as an independent contractor in the performance of all duties under this Agreement;

2. The Provider/Contractor is not an agent, servant or employee of the School District and shall not make any such representations nor hold himself/herself out as such;

3. The Provider/Contractor shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District, the Provider/Contractor's authority being specifically limited to the duties assigned to the Provider/Contractor under this Agreement;

4. The Provider/Contractor shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and accordingly, the Provider/Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of the Provider/Contractor's activities under this Agreement, including, but not limited to, federal and state income tax, FICA, unemployment insurance taxes, and any other taxes or business license fees as required; and

5. The Provider/Contractor shall not accrue any continuing contract rights for the services performed pursuant to this Agreement.

6. The Provider/Contractor shall provide the School District with proof of general liability insurance and name the School District as an additional insured party.

7. The Provider/Contractor shall comply with all School Board policies, procedures, rules and regulations as outlined in the information packet provided.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, it is agreed as follows:

**ARTICLE I**  
**SERVICES TO BE PROVIDED**

Section 1. Provision of Services: The Provider/Contractor agrees to provide to the School District services relating to Figure Skating. The Provider/Contractor agrees to perform and complete the objectives described in the attached proposal, attached hereto as Exhibit A and incorporated herein by reference.

**ARTICLE II**  
**COMPENSATION**

Section 1. Compensation/Fees: The Provider/Contractor shall set fees for its program and is responsible for collecting fees from student participants. The School District is not responsible for any unpaid fees.

**ARTICLE III**  
**TIME DEVOTED BY THE PROVIDER/CONTRACTOR**

Section 1. Hours: It is anticipated that the Provider/Contractor will spend approximately 4-5 hours per week in fulfilling the Provider/Contractor's obligations under this Agreement. The particular hours may vary from day to day or week to week. However, the Provider/Contractor shall devote approximately one hundred fifty (150) hours per "season" (from June 1 through May 31 each year) to the Provider/Contractor's duties in accordance with this Agreement.

**ARTICLE IV**  
**EXPENSES**

Section 1. Expenses: The Provider/Contractor shall be responsible for all costs and expenses incident to performing the services required under this Agreement.

**ARTICLE V**  
**DURATION OF THE AGREEMENT**

Section 1. Duration: This Agreement shall commence upon the date of execution by all parties and will terminate May 31, 2013. This Agreement will remain in full force and effect, but may be terminated by either party upon written notice to the other; provided, however, any termination shall not be effective less than thirty (30) days following said notice.

**ARTICLE VI**  
**INSURANCE AND OTHER BENEFITS**

Section 1. Insurance: During the term of this Agreement, it is specifically agreed and understood that the Provider/Contractor shall not be eligible for nor provided insurance coverage of any kind, including, but not limited to, health, medical, dental, life, and long-term disability.

Section 2. Other Benefits: It is specifically agreed and understood that the Provider/Contractor shall not be eligible for nor provided any other benefits, including, but not limited to, worker's compensation and unemployment benefits.

**ARTICLE VII**  
**INDEMNIFICATION**

Section 1. Release and Indemnity: The Provider/Contractor agrees to hold harmless the School District and its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Provider/Contractor, or the Provider/Contractor's employees or agents, in regard to the Provider/Contractor's performance under this Agreement, and for any action commenced against the School District or any of its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives, the Provider/Contractor shall assume full responsibility and shall indemnify the School District and its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witness fees, and expenses incident thereto.

**ARTICLE VIII**  
**GENERAL**

Section 1. Notices: All notices or other communications shall be adequately served and shall be deemed served when mailed by certified or registered mail, postage prepaid, with proper address as indicated below. The School District or the Provider/Contractor may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective parties, all notices or other communications to each of them shall be addressed as follows:

To the School District:	Independent School District No. 191 Burnsville High School Attention: Athletic Director 600 County Road 13 Burnsville, MN 55337
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To the Provider/Contractor:	Paula Nelson, President Burnsville-MN Valley FSC P.O. Box 994 Burnsville, MN 55337
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Section 2. Authorized Agent of the School District: The School District's authorized agent for the purpose of administration of the Agreement is the Burnsville High School Athletic Director. Said agent shall have final authority for approval and acceptance of the Provider/Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement.

Section 3. Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 4. Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5. Assignability: The Provider/Contractor's rights and obligations under this Agreement are personal and not assignable or transferable.

Section 6. Choice of Law: The laws of the State of Minnesota shall govern as to the interpretation, validity and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

Section 7. ~ The Provider/Contractor agrees that any information and data received by the Provider/Contractor during the term of this Agreement shall be treated and maintained by the Provider/Contractor in accordance with all applicable federal, state and local laws, rules and regulations

governing same, including, but not limited to, the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Provider/Contractor in the performance of the Provider/Contractor's obligations under this Agreement shall be the exclusive property of the School District, and any such data and materials shall be remitted to the School District by the Provider/Contractor upon completion or termination of this Agreement.

Section 8. Entire Agreement: This Agreement is the entire agreement between the School-District and the Provider/Contractor and it supersedes all prior written or oral agreements. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.

Dated: \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT NO. 191

By: \_\_\_\_\_

PROVIDER CONTRACTOR

By: \_\_\_\_\_

Addendum:

1. This is an "individual" activity, so it is not expected that all participants in the club will be students at Burnsville High School.
2. Burnsville-Minnesota Valley Figure Skating Club will indicate a contact person to whom participants and parents may express concerns as they arise.
3. Burnsville-Minnesota Valley Figure Skating Club will keep track of and submit an accounting of the actual time spent by students in fulfilling the obligations for practices and competitions. This will be submitted along with the request for student awards.

**Burnsville-Minnesota Valley Figure Skating Club  
High School Lettering Program  
Skater-Parent Agreement  
For Skating Season June 1, 2010 through May 31, 2011**

The Objective of the Independent Provider contract between the Burnsville-Minnesota Valley Figure Skating Club (BMVFSC) and ISD 191 is to offer High School athletic status to Figure Skaters and offer an opportunity to recognize figure skaters by their teachers and peers for their years of participation and dedication to their sport.

Additionally, the purpose of the High School Lettering Program is to recognize the accomplishment and time commitment of figure skaters with a Varsity Letter awarded to those who meet established requirements. Official high school athletic recognition is important college applicants. The time demands of figure skating often prevent a student's participation in much of the regular high school varsity sports programs. Varsity participation is often viewed as a measure of success by colleges and universities.

There are rules and procedures to follow to maintain the integrity of this program. Each Skater must comply with the following requirements:

### **Eligibility**

- a. All Skaters participating in this program must be currently enrolled students of Burnsville High School, grade 10, 11 or 12 or an ISD #191 Junior High School, grade 9.
- b. The Skater must be a current Home Club Member of the BMVFSC and the U.S. Figure Skating – both memberships must be in good standing.
- c. All Skaters must complete an Eligibility Form/Card as required by Burnsville High School.
- d. Each Skater must have a current Sports Qualifying Physical Form on file at the school.
- e. Each Skater must pay the activity fee in the amount of \$45 to Burnsville High School.
- f. Each Skater must attend any applicable meeting as deemed appropriate by the school.
- g. Each Skater must adhere to **all** school district rules, policies and requirements concerning student activities including – but not limited to – attendance, conduct, scholastic standing and other eligibility requirements as required of all Burnsville High School athletes.

### **Costs**

Costs associated with this program will be borne by the participants including – but not limited to – membership fees, coaches fees, competition fees, ice show fees, contracted ice time, testing fees, transportation costs, school athletic fees, cost of physical examination, etc.

*\*These dates are for the BMVFSC/ISD 191 High School Lettering Skater-Parent Agreement for the 2007-2008 Season. Dates will change accordingly for the subsequent years included in the current Independent Provider Contract effective June 1, 2007 through May 31, 2010.*

## Liability Insurance

All US Figure Skating member clubs are provided coverage under US Figure Skating sports accident insurance policy for all US Figure Skating sanctioned and supervised Club activities. Covered activities include skating-related activities sponsored and supervised by a member club (including instruction, practices, competitions and demonstrations). The BMVFSC has provided to the School District proof of adequate liability insurance to provide safety of the student participants naming ISD 191 as an additional insured party.

## Transportation

As is customary with US Figure Skating competitions, each skater/skaters family is responsible for their transportation to and from US Figure Skating sanctioned events.

## Coaching/Training

The student/skater must train under the supervision of an approved BMVFSC Home Club Professional Coach.

## Lettering Criteria

To be eligible to receive a varsity chenille letter, all Skaters must meet the following criteria:

1. The Skater must skater a minimum of 150 hours on BMVFSC ice during the skating season (June 1 through May 31 each year). Only **contracted** Club ice will count toward the total number of hours.
2. The skater must attempt at least one US Figure Skating official test per skating season, with the exception of a skater who has passed their Senior Moves in the Field and/or Senior Freeskating tests.
3. All Skaters must have achieved at least the **Juvenile Freestyle** level during the skating season as the minimum requirement for this award.
4. The skater must participate in at least three (3) "public" U.S. Figure Skating sanctioned events per skating season, such as competitions, ices shows and sanctioned exhibitions. At least one of the events must be a US Figure Skating competition and at least one must be an ice show (i.e., the Annual Burnsville Impressions on Ice show).
5. The skater will turn in necessary documentation [ordinal (results) sheets, copy of testing forms, ice show programs listing their names as participants, etc.] to the BMVFSC High School Lettering Chair. The BMVFSC High School Lettering Chair will verify that the participation has taken place. The BMVFSC High School Lettering Chair will calculate the number of hours the skater has contracted during the skating season.

## Location

The activities of the program will be conducted at the Burnsville Ice Arena, or designated Arena. Competitions will be at the facilities of those entities hosting said competitions.

*\*These dates are for the BMVFSC/ISD 191 High School Lettering Skater-Parent Agreement for the 2007-2008 Season. Dates will change accordingly for the subsequent years included in the current Independent Provider Contract effective June 1, 2007 through May 31, 2010.*

## Communication

All communications with the school shall be conducted through the designated member of the BMVFSC Board of Directors – the High School Lettering Chair(s). This season, the designated High School Lettering Chairs are Paula Nelson and/or Diane Olsen. The High School Lettering Chair(s) will provide to the school a list of those students who have completed all requirements for awards and provide documented proof for each eligible student skater, when requested. Only ISD 191 students will be eligible for BHS awards. The letters will be awarded annually at the BMVFSC banquet.

### Additional Awards and Recognitions:

1. Skaters who have completed all the lettering requirements, but have not yet reached the Juvenile freestyle level, will be eligible for an award to be agreed upon between the Athletic/Activities Director and the BMVFSC Board.
2. Skaters who have achieved the following accomplishments are eligible to receive bars. These awards are for those skaters who have gone above and beyond the minimum lettering requirements:
  - a. Senior (Gold) Freestyle, Moves, Pairs or Dance Test
  - b. Minnesota State Champion
  - c. Upper Great Lakes Regional Medalist (only at a qualifying level, final round)
  - d. Midwestern Sectional Competitor or Medalist
  - e. National Competitor or Medalist

*\*These dates are for the BMVFSC/ISD 191 High School Lettering Skater-Parent Agreement for the 2007-2008 Season.  
Dates will change accordingly for the subsequent years included in the current  
Independent Provider Contract effective June 1, 2007 through May 31, 2010.*

**Burnsville-Minnesota Valley Figure Skating Club  
High School Lettering Program  
Skater-Parent Agreement  
For Skating Season June 1, 2010 through May 31, 2011**

**SIGNATURE PAGE**

The signature page must be signed and turned in to the High School Lettering Chair no later than June 30, 2010. A copy will be provided to ISD 191.

1. **ELIGIBILITY** – I understand that I must meet all of the eligibility requirements set forth for the High School Lettering Program. I understand that if I fail to meet **any** of the eligibility requirements, including but not limited to my failure to adhere to all school district rules, policies and requirements concerning student activities including but not limited to attendance, conduct, scholastic standing and other eligibility requirements as required of all Burnsville High School athletes, that I forfeit my eligibility to earn a varsity letter – even if I have met all other criteria.
2. **COSTS** – I understand that I am responsible for all costs associated with the High School Lettering Program including but not limited to membership fees, coaches fees, competition fees, ice show fees, contracted ice time, testing fees, transportation costs, school athletic fees, and costs of physical examination.
3. **TRANSPORTATION** – I understand that, as is customary with U.S. Figure Skating events, I am responsible for my own transportation to and from U.S. Figure Skating sanctioned events.
4. **COACHING/TRAINING** – I understand that I must train under the supervision of an approved BMVFSC Home Club Professional Coach.
5. **LETTERING REQUIREMENTS** – I understand that in addition to Eligibility Requirements, I must meet all of the following criteria to each a varsity letter for the period June 1, 2010 through May 31, 2011:
  - a. I must skate a minimum of 150 hours on BMVFSC ice during the skating season. Only **contracted** club ice will count toward the total number of hours. Buy-ins **do not** count.
  - b. I must **attempt** at least one U.S. Figure Skating official test per skating season unless I have passed my Senior Moves in the Field and/or Freeskating tests.
  - c. I must have passed at least my Juvenile Freestyle test by May 31, 2011.
  - d. I must participate in at least three (3) U.S. Figure Skating sanctioned “public” events per skating season (such as competitions, ice shows and sanctioned exhibitions). At least one of the events **must** be a U.S. Figure Skating competition and at least one of the events **must** be an ice show.
  - e. I must turn in necessary documentation to prove my participation in public events [ordinal (results) sheets from competitions, copies of testing forms, ice show or exhibition programs listing my name as a participant].

I have read the requirements in the High School Lettering Skater-Parent Agreement for this skating season. I understand that I must meet **all** of these requirements to earn a varsity letter and will abide by these rules and requirements. I also understand that the consequence in the event of my failure to meet all these said rules is ineligibility to receive a varsity letter for this skating season.

\_\_\_\_\_  
Skater’s Signature

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

1089020.1

*\*These dates are for the BMVFSC/ISD 191 High School Lettering Skater-Parent Agreement for the 2007-2008 Season. Dates will change accordingly for the subsequent years included in the current Independent Provider Contract effective June 1, 2007 through May 31, 2010.*

TO: Members, Board of Education Agenda II.B.5  
March 4, 2010  
FROM: Randy Clegg, Superintendent  
DATE: March 1, 2010  
RE: Board Workshop

**Recommendation:** That the Board of Education schedule a Board Workshop following the regularly scheduled Board Meeting on Thursday, March 4, 2010, at the Burnsville High School Senior Campus in the Diamondhead Education Center to continue to study attendance boundary options.



AGENDA ITEM: III.A.

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: March 4, 2010

RE: Salaries for Unaffiliated Employees for the 2009-2010 and 2010-2011 fiscal years

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE A 1% INCREASE IN WAGES FOR UNAFFILIATED EMPLOYEES FOR THE 2009 - 2010 FISCAL YEAR AND THE 2010 - 2011 FISCAL YEAR**

**Discussion:**

The district employs a number of individuals who are not a part of an organized employment group. This includes the Cultural Liaisons and the Burnsville High School Theatre and Stores Operational Manager. Other employee groups have received a 1% increase in wages for the next two years. Benefits and leave for these employees follow the contract of the Burnsville Association of Educational Assistants. No changes are recommended in other areas.



AGENDA ITEM: III.B.

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: March 4, 2010

RE: Salaries for Minor Administrative Stipends for the 2009-2010 and 2010-2011 school year

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE A 0% INCREASE FOR THE 2009-2010 SCHOOL YEAR AND A 2% INCREASE IN MINOR ADMINISTRATIVE STIPENDS FOR THE 2010-2011 SCHOOL YEAR**

**Discussion:**

Consistent with ARTICLE VI of the BEA Master Agreement, the Executive Director of Human Resources shall determine stipends for minor administrative assignments within (60) days of the ratification of the new Master Agreement. It is recommended that the stipends for minor administrative assignments be improved by the same percentage as those negotiated in the 2009 - 2011 contract. Rather than increasing stipends this year, they will be improved by 2% next year. Thus the district saves administrative and clerical time.



**AGENDA III-C  
March 4, 2010**

**TO: Members, Board of Education  
Dr. Clegg**

**FROM: Lisa K. Rider, Executive Director of Business Services** 

**DATE: March 4, 2010**

**RE: Authorization to Enter Into Line Of Credit with Associated Bank N.A.**

**RECOMMENDATION:** That the Board of Education approve a resolution authorizing the district to enter into a line of credit with Associated Bank N.A.

As a result of MN Statute 127A.46 being enforced by the State of MN, three of our state aid payments will be withheld. These payments, totaling \$11.3 million, would have been paid to us on March 15, March 30, and April 15, 2010. The impact to our cashflow is significant and results in a need to analyze our options.

We have \$9,500,000 invested in CDs until July and August, 2010. One option is to cash in these CDs as needed. This option is estimated to cost an average of \$80,022 in penalties and lost interest.

A second option is to enter into a line of credit with Associated Bank, N.A. with an anticipated interest cost of \$51,484. MN Statute 123B.12 allows us to enter into a line of credit with a bank for an amount not to exceed 95% of our average monthly expenditures for the past fiscal year. The maximum we would be able to borrow has been calculated by the bank to be \$10,639,894.

As noted on the attached sheet, we have a need to draw \$3,000,000 three different times between March 29 and April 10 with a smaller amount of \$250,000 needed on May 10. The interest rate is anticipated to be no higher than 2.95%. The information coming from MN Department of Education is they are hoping to pay districts back their state aid by May 30, however, MN Statute 127A.46 requires the payment by June 20. Our tax receipts in May and June should assist to get us through until June 20 should

the payback not be received until June 20. It is anticipated all of the line of credit would be paid back when the payback aid is received.

In review of the options as described, I recommend that the Board of Education approve a resolution authorizing the district to enter into a line of credit with Associated Bank N.A.

I would be happy to answer any questions you may have on this matter.

Attachment: Cashflow Solution Analysis

## Cashflow Solution Analysis

Goal of at least \$700,000 on hand without MNTrust MMkts  
 Assumes non-ideas are OK. Federal estimates may be high.  
 3/15 payroll may be conservative.  
 Line of credit max to be \$ 10,639,894 based on 6/30/09 compliance table.

3 Brorrowing Periods:  
 March 10 – April 23  
 April 23 – June 7  
 June 7 – July 22  
 Cannot payoff early, but  
 may start after beginning of  
 borrowing period.

	Amount to Draw	Days Needed	Amount Needed
3/29/2010	9,000,000	70.00	3,000,000
4/7/2010	-	61.00	3,000,000
4/13/2010	-	55.00	3,000,000
5/10/2010	250,000	28.00	250,000
6/7/2010	(9,250,000)		9,250,000

	Annual	Daily	
Interest Rate	2.950%	0.00808%	(Based on 365 days, could be 360)

### Simple Interest Cost

1st draw	50,918	(Daily Rate * Days * Amount)
2nd daw	-	
3rd draw	-	
4th draw	566	
<b>Total Interest Cost</b>	<b>51,484</b>	

### Expected Costs of Breaking CDs

3-month penalties *	65,365	
6-month penalties *	94,678	* Expected costs of breaking per Dave Anderson at PMA. Includes "Opportunity Cost" for lost interest earnings on 4/1/2010. Actual cost expected to be in between both figures.

<b>Average Penalty</b>	<b>80,022</b>
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### Cash Low Points

3/29/2010	1,129,692
5/10/2010	995,391
5/13/2010	924,141

	March	April	May
Cash Begin	7,967,037	8,332,543	4,936,240
Receipts	17,785,295	12,370,016	32,321,164
Payments	(17,419,789)	(15,766,319)	(17,122,556)
<b>Cash End</b>	<b>8,332,543</b>	<b>4,936,240</b>	<b>20,134,848</b>




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TO: Members, Board of Education Agenda III.D  
March 4, 2010

FROM: Randy Clegg, Superintendent

DATE: February 25, 2010

RE: Board Policy Revisions

**Recommendation:** That the Board of Education approve, on a first reading basis, revisions to the following Board Policies: *Communicable Diseases – Students*, Policy JHCC; *Communicable Diseases – Employees & Staff*, Policy GBEA; *Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations*, Policy BDDH; *Conflict of Interest – School Board Members*, Policy BBFA; *School Board Meeting Minutes*, Policy BDDG; *Development, Adoption and Implementation of Policies*, Policy BF; *Student Fees, Fines and Charges*, Policy JN; and, *Protection & Privacy of Student Records*, Policy JO.

Board policies BDDH, BBFA, BDDG, and BF were reviewed and revised to reflect current legislation. Policy JHCC/GBEA was separated into two policies, JHCC and GBEA, to provide policies specific to both students and staff. Policy JO was revised to clarify the district’s definition of “Directory Information.” Policy JN was completely revised.

The proposed changes were discussed by the Policy Review Committee at their February 23 meeting and they support the approval of these revisions.

Descriptor Term:

Communicable Diseases  
Students

Descriptor Code:

JHCC/~~GBEA~~

Rescinds:

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Issued Date:

~~9/86~~

DRAFT 2/10

Issued: 9/86

## STUDENTS

It is the policy of the School Board that students with ~~chronic infectious communicable~~ diseases not be excluded from attending school ~~in their regular classrooms~~ so long as their attendance does not create a substantial risk of the transmission of illness to ~~children-students~~ or employees of the School District.

## EMPLOYEES

It is the policy of the School Board that employees with ~~chronic infectious communicable~~ diseases not be excluded from attending to their customary employment so long as they are physically able to perform tasks assigned to them and so long as their employment does not create a substantial risk of the transmission of illness to children students or employees of the School District.

## CIRCUMSTANCES AND CONDITIONS

Determination of whether a contagious 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 a decision will be based upon the nature of the risk, the duration of the risk, the severity of the risk and the probability the disease will be transmitted and will cause varying degrees of harm. Assessing the risk of transmission of the disease will be done in consultation with local and state public health departments.

## 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 Minn. Stat. §121.23.

~~The School District recognizes that the improper and unauthorized release of health information regarding a student or employee suffering from an infectious disease has the potential of doing irremediable harm.~~

## PRECAUTIONS

The School District will develop routine procedures for infection control at school and for educating employees students about these procedures.

## ~~Data Privacy Concerns~~ INFORMATION SHARING

Public concern regarding communicable diseases is neither an excuse nor defense for the violation of data privacy rights of students ~~or employees~~ who have or are rumored to have such illnesses.

Health data regarding students is private data, Minn. Stat. §13.32, Subd. 2, and is not to be disseminated to the public or to staff without the strict observance of data privacy rights. ~~Knowledge that a student has a chronic infectious disease will be limited to those persons determined by the Superintendent, or designee, to have a direct need to know.~~

Health data regarding employees is private data, Minn. Stat. §13.43, Subd. 2, and may not be released to the public nor to fellow employees without strict observance of data privacy rights of public employees, Minn. Stat. §13.43. ~~Knowledge that an employee has a chronic infectious disease will be limited to those persons determined by the Superintendent, or designee, to have a direct need to know.~~

Descriptor Term:

Communicable Diseases  
Students

Descriptor Code:

JHCC/~~GBEA~~

Rescinds:

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### REPORTING

The School District will develop routine procedures for reporting of communicable diseases to the local and/or state public health departments.

Legal References:    Minn. Stat. § 121A.23 (Health-Related Programs)  
                               Minn. Stat. § 13.32, Subd. 2 (Educational Data)  
                               Minn. Stat. § 13.42, Subd. 2 (Personal Data)  
                               Minn. Stat. § 144.4186 (Data Privacy)

Cross Reference:    MSBA/MASA Model Policy 420

Descriptor Term:

Communicable Diseases  
Employees & StaffDescriptor Code:  
JHCC/GBEA

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Issued: 9/86STUDENTS

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PRECAUTIONS

The School District will develop routine procedures for infection control at school and for educating employees about these procedures.

~~Data Privacy Concerns~~ INFORMATION SHARING

Public concern regarding communicable diseases is neither an excuse nor defense for the violation of data privacy rights of ~~students or~~ employees who have or are rumored to have such illnesses.

Health data regarding students is private data, Minn. Stat. §13.32, Subd. 2, and is not to be disseminated to the public or to staff without the strict observance of data privacy rights. ~~Knowledge that a student has a chronic infectious disease will be limited to those persons determined by the Superintendent, or designee, to have a direct need to know.~~

Descriptor Term:

Communicable Diseases  
Employees & Staff

Descriptor Code:

JHCC/GBEA

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Health data regarding employees is private data, Minn. Stat. §13.43, Subd. 2, and may not be released to the public nor to fellow employees without strict observance of data privacy rights of public employees, Minn. Stat. §13.43. ~~Knowledge that an employee has a chronic infectious disease will be limited to those persons determined by the Superintendent, or designee, to have a direct need to know.~~

### REPORTING

The School District will develop routine procedures for reporting of communicable diseases to the local and/or state public health departments.

Legal References:    Minn. Stat. § 121A.23 (Health-Related Programs)  
                               Minn. Stat. § 13.32, Subd. 2 (Educational Data)  
                               Minn. Stat. § 13.42, Subd. 2 (Personal Data)  
                               Minn. Stat. § 144.4186 (Data Privacy)

Cross Reference:    MSBA/MASA Model Policy 420

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		DRAFT 2/10
Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations	Rescinds:	Issued:
	BDDH	October 1999

## I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

## II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school board to encourage discussion by citizens of subjects related to the management of the school district. The school board may adopt reasonable time, place and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

## III. DEFINITIONS

- A. "Personnel data" means data on individuals collected because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer, an independent contractor, and a member of an advisory board.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the social security number; actual gross salary; salary range; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the terms of any agreement settling any dispute arising out of the employment relationship, including a superintendent buyout agreement, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; a work telephone number; badge number; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data; ~~and city and county of residence.~~

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Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations	BDDH  Rescinds: BDDH	Issued: October 1999

C. Personnel data on current and former applicants for employment that is “public” includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, “finalist” means an individual who is selected to be interviewed by the appointing authority prior to selection. ~~Names and home addresses of applicants for appointment to and members of an advisory board or commission are public.~~

D. “Educational data” means data maintained by the school district, which relates to a student.

E. “Student” means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant’s application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; and prior government service. Once an individual has been appointed to a public body, the following additional items of data are public: residential address and either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; provided, however, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

#### IV. RIGHTS TO PRIVACY

A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40 (~~Employment, contracts; termination~~); Subd. 14 (Teachers Discharge Hearing);
2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. ~~471.705, Subd. 1d.~~ § 13D.05 (Not Public Data)
4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd.3.

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- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121.A47 (~~Exclusion & expulsion procedures~~ Student Dismissal Hearing);
  2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA)
  3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

## V. RIGHTS OF THE PUBLIC

The school board will strive to give all citizens of the school district ~~have a right to~~ an opportunity to be heard and to have complaints considered and evaluated by the school board, within the limits of the law and this policy and subject to reasonable time, place and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

## VI. PROCEDURES

### A. Agenda items. Communications with the Board

Citizens who wish to have an item considered for placement on a board agenda must make this request to the superintendent's office in advance. The citizen should provide his or her name, address, the name of the group represented (if any), and a summary of the item or issue as may be appropriate. The board agenda committee chair ~~chair~~ will determine whether or not a particular request will be granted in consultation with the superintendent.

### B. Board Listening Hours

The school board shall normally provide a specified period of time ~~prior to certain designated regular meetings of the board~~ where citizens may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly. ~~A record of the proceedings will be maintained.~~

### C. Public Hearing

1. The school board chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.

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2. The school board retains the discretion to limit ~~discussion of any agenda item~~ comments to a reasonable period of time as determined by the school board. If a group or organization wish to address the school board on an item, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
4. ~~Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.~~
5. ~~The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.~~
6. ~~Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.~~
7. ~~Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.~~

#### D. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1, of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board. ~~by notifying the school board in writing and/or by requesting placement of an item on the school board agenda, following procedures as described in VI. A. of this policy.~~

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## VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, cost and attorneys' fees, and in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. §13.08, Subd. 1)
- B. A person who willfully violates data privacy is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)  
Minn. Stat. § 13D.05 (Open Meeting Law)  
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)  
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)  
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)  
Minn. Stat. § 122A.44 (Contracting with Teachers)  
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
Minn. Op. Atty. Gen. No. 852 (July 14, 2006)

~~Minn. Stat. 123B.02 (school district powers)~~  
~~Minn. Stat. 122A.40 (Employment; Contracts; Termination)~~  
~~Minn. Stat. 121A.47 (Exclusion & expulsion procedures)~~  
~~Minn. Stat. Ch. 363A (Minnesota Human Rights Act)~~  
~~Minn. Stat. 13D.01 (Open Meeting Law)~~  
~~Minn. Stat. 626.556 (Reporting of Maltreatment of Minors)~~

**Cross References:** MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)  
MSBA/MASA Model Policy 207 (Public Hearings)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MABA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)  
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records-Privacy-Access to Data)

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Conflict of Interest – School Board  
MembersDescriptor Code:  
BBFARescinds:  
BBFA/GBCAPage 1 of 4  
Issued Date:  
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Draft 2/10  
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4/87  
October 1999**I. PURPOSE**

The purpose of this policy is to observe state statutes regarding conflict of interest and to engage in school district business activities in a fashion designed to avoid any conflict ~~or~~ of interest or the appearance of impropriety.

**II. GENERAL STATEMENT OF POLICY**

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and, ~~in addition,~~ in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that ~~which~~ may exist on goods or services otherwise available to the school district.

**III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS**

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the minutes of the school board. Disclosure must be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and must only be made once;
  2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
  3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
  4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
    - a. The school board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
    - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.

Descriptor Term:

Conflict of Interest – School Board  
Members

Descriptor Code:  
BBFA

Rescinds:  
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c. Before a claim is paid, the interested school board member must file with the clerk of the school board an affidavit stating:

(1) The name of the school board member and the office held;

(2) An itemization of the goods or services furnished;

(3) The contract price;

(4) The reasonable value;

(5) The interest of the school board member in the contract; and

(6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting where all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee where there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed ~~\$8,000~~ ~~\$5,000~~ in that fiscal year. If the school board member does not receive majority unanimous approval to be initially employed or continue in employment at a meeting where all school board members are present, that employment must be immediately terminated and that school board member will have no further rights to employment while serving as a school board member in the school district.

~~C. D.~~ A contract made pursuant to the aforementioned exceptions will be void unless the following procedure is observed.

1. The school board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
2. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.

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Conflict of Interest – School Board  
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3. Before a claim is paid, the interested school board member must file with the clerk of the school board an affidavit stating:
  - a. The name of the school board member and the office held;
  - b. An itemization of the goods or services furnished;
  - c. The contract price;
  - d. The reasonable value;
  - e. The interest of the school board member in the contract; and
  - f. That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

E. The school board may contract with a class of school district employees, such as teachers or custodians, where the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. In order for the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting where the contract is approved.

#### IV. LIMITATIONS OF RELATED EMPLOYEES

- A. The school board can hire or dismiss teachers ~~and other employees~~ only at duly called meetings. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher ~~or other employee~~ related by blood or marriage, within the fourth degree, as computed by the civil law, to a school board member except by a unanimous vote of the full school board.

#### V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district, which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

#### VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

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**Legal References:**

Minn. Stat. § 122A.40, Subd. 3 (Teacher Hiring, Dismissal)  
Minn. Stat. § 123B.195 (Board Member's Right to Employment)  
~~Minn. Stat. 125.12, Subd. 2 (Teacher hiring, dismissal)~~  
 Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)  
 Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 46 (Exceptions)  
 Minn. Stat. § 471.89 (Contract, When Void)  
 Op. Atty. Gen. 437-A-4, March 15, 1935  
 Op. Atty. Gen. 90-C-5, July 30, 1940  
 Op. Atty. Gen. 90-A, August 14, 1957

**Cross References:**

MSBA/MASA Model Policy 101 (Legal Status of the School Board)  
MSBA/MASA Model Policy 209 (Code of Ethics)  
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

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School Board Meeting Minutes

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BDDG**I. PURPOSE**

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

**II. GENERAL STATEMENT OF POLICY**

It is the policy of the school board to maintain its records so that they will be available for inspection of members of the general public and to provide for the publication of its official proceedings in compliance with law.

**III. MAINTENANCE OF MINUTES AND RECORDS**

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal kept for that purpose. Public records maintained by the school district shall be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.
2. Recordings of closed meetings shall be preserved by the school district for the following time periods:
  - a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.
  - b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.
  - c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
  - d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.

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- e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.
3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:
- a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
- b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
- c. Recordings of any other closed meetings shall be classified and/or released as required by court order.
4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.
5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:
- a. The date of the closed meeting;
- b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and
- c. The classification of the data.
6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

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BDDG**IV. PUBLICATION OF OFFICIAL PROCEEDINGS**

- A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.
- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.
- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

**Legal References:**

~~Minn. Stat. 123.33, Subd. 11 (publication of proceedings)~~  
~~Minn. Stat. 123.34, Subd. 8 (record of meetings)~~  
~~Minn. Stat. 471.705 (Open Meeting Law)~~  
Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)  
Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)  
Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)  
Minn. Stat. §331A.01 (Definition)  
Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)  
Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)  
Op. Atty. Gen. 161-a-20, December 17, 1970;  
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W. 2d 428 (1956)

**Cross References:**

MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)  
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

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Development, Adoption and  
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11/03**I. PURPOSE**

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

**II. GENERAL STATEMENT OF POLICY**

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

**III. DEVELOPMENT OF POLICY**

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

**IV. ADOPTION OF POLICY**

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. ~~The proposals shall be distributed and public comment will be allowed at both meetings prior to final school board action.~~ Proposed policy will be distributed on the district website along with the Board meeting agenda.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a subsequent meeting after the meeting at which the policy received its first reading. The policy will be effective on the later of the date of passage or the date stated in the motion.
- C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.
- D. If a policy is modified because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

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## V. IMPLEMENTATION OF POLICY

- A. It shall be the responsibility of the superintendent to implement school board policies, and to develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.
- B. ~~Each school board member shall have a copy of the policy manual, and a copy shall be placed in the office of each school attendance center. Manuals shall be available in the central office and made available for reference purposes to other interested persons.~~ Board policies will be maintained on the district website. A copy of all policies will be maintained at the superintendent's office.
- C. It shall be the responsibility of the superintendent, employees designated by the superintendent, and individual school board members to keep the policy manuals current.
- D. The school board shall review policies at least once every five ~~three~~ years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; and 616 School District System Accountability.
- E. When there is no school board policy in existence to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.
- F. ~~The superintendent or a designee may take such emergency steps as deemed necessary, and immediate, for the safety of students, staff and property, and shall have the following powers:~~
- ~~• To employ for the duration of the emergency such personnel as are deemed necessary~~
  - ~~• To assign and reassign personnel as needed~~
  - ~~• To reassign immediately any administrator or supervisor from his/her position as deemed necessary for the operation of the schools during the emergency situation and to make such temporary assignments as are necessary to fill vacancies caused by such reassignments~~
  - ~~• To reduce work hours or temporarily suspend employees if meaningful work activities are not available~~
  - ~~• To establish daily salary rates for all such emergency personnel~~
  - ~~• To extend the normal work as required, and to authorize and pay overtime rates in accordance with state law~~
  - ~~• To declare a minimum school day~~
  - ~~• To cancel extra curricular activities when said cancellations are deemed to be in the best interest of the school district.~~

- ~~• To contract for or otherwise obtain transportation, food telephone and such other services as deemed necessary~~

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- ~~• To close any district building~~
- ~~• To take all steps necessary to obtain requisite legal service and to cause to be instituted or defend in the name of the district any litigation arising out of the emergency~~
- ~~• To take other emergency steps as deemed necessary and immediate.~~

~~The superintendent shall develop and implement a district plan in the event of a work stoppage by any employee group.~~

~~As soon as is practicable, all actions taken in accordance with this regulation shall be communicated to the board and a report shall be given at the next board meeting.~~

**Legal References:**

Minn. Stat. 123B.02, Subd. 1 (School District Powers)

Minn. Stat. 123B.09, Subd. 1 (School Board Powers)

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Student Fees, Fines and Charges

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No students shall be denied an education because of economic inability to furnish the books and supplies necessary to complete the educational requirements necessary for graduation. Students may be required to furnish personal or consumable items such as pencils, paper, erasers and notebooks.

All student fees and charges, both optional and required, shall be listed and described annually in the student/parent handbook. Notification of the availability of full or partial fee waivers and the procedures to apply for such waivers shall also be published annually in student/parent handbooks and on the district's website.

Student fees are authorized for the following:

- Projects which exceed the minimum course requirements and are at the student's option.
- The use of musical instruments provided the fee does not exceed either the rental cost to the district or the annual depreciation plus actual annual maintenance cost for each instrument.
- Field trips considered supplementary to a district educational program.
- Personal physical education and athletic equipment and apparel.
- Items of personal use or products that a student has an option to purchase such as student publications, class rings, annuals, and graduation announcements.
- Admission for extra curricular activities, where attendance is optional.
- Driver education fees provided the fees do not exceed the actual cost to the school district.
- Motorcycle classroom education courses.
- Voluntary student health and accident benefit plans.
- Transportation to and from extra curricular activities where attendance is optional.
- Transportation to and from school for students living within two miles of school.
- Transportation to and from post-secondary institutions for pupils enrolled under the post-secondary enrollment options program.

Student fees are prohibited for:

- Textbooks, workbooks, art or shop materials, laboratory supplies and towels.
- Supplies necessary for participation in any instructional course except for personal or consumable items.
- Any specific form of dress necessary for any educational program.
- Field trips that are required as part of a basic education program or course.
- Graduation caps, gowns and diplomas.
- Instructional costs for necessary school personnel employed in any course or educational program required for graduation.
- Library books required to be utilized for any educational course or program.
- Admission fees, dues or fees for any activity the student is required to attend.
- Locker rental.
- Transportation to and from school for students living two miles or more from school.

Students will be charged fees for textbooks, workbooks and library books lost or damaged by the students.

Students whose families meet the income guidelines for free and reduced price lunch, Minnesota Family Investment Program (MFIP), Supplemental Security Income (SSI) or who are in foster care are eligible to have their student fees waived or partially waived. Students whose families are experiencing a temporary financial difficulty may be eligible for a temporary waiver of student fees. To be considered eligible for full or partial fee waivers, a Fee Waiver Application must be completed and submitted.

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Educational records, including grades and diplomas, shall not be withheld for nonpayment of student fees. No student's rights or privileges, including the receipt of grades or diplomas may be denied or abridged for nonpayment of fees. The Board of Education reserves the right to pursue any action provided by law for the collection of unpaid fees.

#### ~~Student Liability for Extraordinary Use or Loss of Educational Materials and Equipment~~

~~Students shall be charged for loss of "extraordinary use" of educational materials and equipment made available to students by the staff of the School District. Such charges are to be reasonable and shall be determined by the building principal.~~

#### ~~Student Fees~~

~~No student shall be denied a required educational experience because of an inability to pay fees or furnish educational books or supplies. The Board shall adopt regulations that reflect the spirit of the fees law.~~

~~Legal Ref.: M.S. 120.72~~

Legal Ref.: M.S. 123B.34-123B.39  
Minnesota Administrative Rule 3500.1050

**Burnsville-Eagan-Savage School District  
STANDARD FEE WAIVER APPLICATION**

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

School Year: 2010-11

*All information provided in connection with this application will be kept confidential.*

Name of student: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_

Name of student: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_

Name of student: \_\_\_\_\_ School: \_\_\_\_\_ Grade: \_\_\_\_\_

Name of parent, guardian: \_\_\_\_\_  
Or legal or actual custodian.

**Please check type of waiver desired:** Full waiver \_\_\_\_\_ Partial waiver \_\_\_\_\_ Temporary waiver \_\_\_\_\_

Please check if the student or the student's family meet the financial eligibility criteria or is involved in one of the following programs:

**Full waiver**

\_\_\_\_\_ Free meals offered under the Children Nutrition Program (must complete and sign Application for Free and Reduced Priced School Meals and Waiver of Confidentiality)

\_\_\_\_\_ The Minnesota Family Investment Program (MFIP)

\_\_\_\_\_ Supplemental Security Income (SSI) (*Must be able to provide documentation*)

\_\_\_\_\_ Foster care (*Must be able to provide documentation*)

**Partial waiver (60 percent)**

\_\_\_\_\_ Reduced priced meals offered under the Children Nutrition Program (must complete and sign Application for Free and Reduced Priced School Meals and Waiver of Confidentiality)

**Temporary waiver**

If none of the above apply, but you wish to apply for a temporary waiver of school fees because of serious financial problems, please state the reason for the request:

\_\_\_\_\_  
\_\_\_\_\_

It may be necessary to verify information given above. Your signature is required for the release of information regarding the student or the student's family financial eligibility for the programs checked.

Signature of parent, guardian: \_\_\_\_\_  
Or legal or actual custodian

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*OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE*

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ by: \_\_\_\_\_ Date: \_\_\_\_\_

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Protection and Privacy of Pupil Records

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## 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 Parts 1205.0100-1205.2000.

## III. DEFINITIONS

### A. Dates of Attendance

Date 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. 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 which would not generally be considered harmful or an invasion of privacy if disclosed. For students enrolled in grades K-12, directory information includes: the student's name; ~~address; telephone listing;~~ gender; participation in officially recognized activities and sports; weight and height of members of athletic teams; ~~dates of attendance;~~ degrees honors and awards received; ~~the most recent previous school attended;~~ and pictures for school-approved publications, newspapers and videotapes. Directory information does not include personally identifiable data which references religion, race, color, social position or nationality. For students enrolled in pre-kindergarten programs, no information will be defined as directory information

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#### 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 personnel 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.

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- 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.

#### 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.

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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; (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.

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 Assistant Superintendent for Instruction.

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, as 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.

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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 is public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of 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 there under;
4. The right to refuse release of secondary students' names, addresses, and home telephone numbers to military recruiting officers;
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 there under;
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 section of this policy.

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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.

## 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.

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5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
  - a) in plain language;
  - b) dated;
  - c) specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
  - d) specific as to the nature of the information the subject is authorizing to be disclosed;
  - e) specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
  - f) specific as to the purpose or purposes for which the information may be used by any of the parties named in clause e above, both at the time of the disclosure and at any time in the future; and
  - g) specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for (i) life insurance or non-cancellable or guaranteed renewable health insurance or 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 section of this policy.

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#### 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 have a legitimate educational interest in such records;
2. To officials of other schools or school districts in which the student seeks or intends to enroll. 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 XIX.), suspension and expulsion information pursuant to section 4155 of the federal No Child Left Behind Act and, if applicable, data regarding a student's history of violent behavior. The records 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 section of this policy;
3. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
4. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a) determine eligibility for the aid;
  - b) determine the amount of the aid;
  - c) determine conditions for the aid; or
  - d) enforce the terms and conditions of the aid.

"Financial aid" for the 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.

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5. To state and local officials or authorities to whom such information is specifically allowed 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 parent's names, home addresses, and telephone numbers;
6. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization and the information is destroyed when no longer needed for the purposes for which the study was conducted. For purposes of this provision, the term "organizations" includes, but is not limited to, federal, state and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five years.
7. To accrediting organizations in order to carry out their accrediting functions;
8. To parents of a dependent student;

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9. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith; so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not disclosed. In addition, if the school district initiates legal action against a parent or student it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself.
10. To appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. In addition, an educational agency or institution may include in the educational records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
11. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
12. Information the school district has designated as "directory information" pursuant to the RELEASE OF DIRECTORY INFORMATION section of this policy;
13. To military recruiting officers pursuant to the MILITARY RECRUITMENT section of this policy;
14. To the parent of a student who is not an eligible student or to the student himself or herself;
15. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
16. To volunteers who are determined to have a legitimate educational 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

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17. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
- a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parent's names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's educational record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file

18. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these 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, 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.

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19. To the principal where the student attends if it 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 and the county attorney or juvenile court notifies the superintendent of such action.

#### 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.

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## VII. RELEASE OF DIRECTORY INFORMATION

### A. Classification:

Directory information is public except as provided herein.

### B. Former students

Unless a former student affirmatively opted out of the release of directory information in his or her last year of attendance, 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.

### C. Present Students and Parents

The school district may disclose directory information from the education records of a student 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 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 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 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 section of this policy.

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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 student;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and

E. Duration

The designation of any information as directory information about a student will remain in effect until it is modified or rescinded by the parent or eligible student.

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 EDUCATIONAL RECORDS section of this policy, without the prior written consent of the parent or the eligible student.

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.

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1. The responsible authority may deny access to private data 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 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 subject individual, 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.

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C. Investigative data

Data collected by the school district as part of an active investigation undertaken for the purpose of 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 provided by the complainant to the school district.
3. 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. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative or arbitration proceedings.

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

At a reasonable time prior to any exclusion or expulsion hearing the student, the student's parent or guardian or representative shall be given access 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 to military recruiting officers within sixty (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. To refuse the release of the above information to military recruiting officers, a parent or eligible student must notify the responsible authority, in writing, by **[date]** 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 military recruiters; and
  7. Specific category or categories of information which are not to be released to the public, including military recruiters.

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- D. Annually, the school district will provide notice by any means that are reasonably 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 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers. In order to make any directory information about a student private, the procedures contained in the RELEASE OF DIRECTORY INFORMATION section 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.

## XII. LIMITS ON REDISCLOSURE

### A. Redisdisclosure

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

### B. Redisdisclosure Not Prohibited

1. Subdivision A of this Section does not preclude the school district from disclosing personally identifiable information under the DISCLOSURE OF EDUCATION RECORDS section 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 section of this policy; and
  - b. The school district has complied with the record keeping requirements of the RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING section 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 of dependent students.

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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 the disclosure made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under the RELEASE OF DIRECTORY INFORMATION section of this policy, or disclosures to a parent or student, 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 improperly rediscloses personally identifiable information from education records, the educational agency or institution may not allow that third party access to personally identifiable information from education records for at least five years.

### XIII. RESPONSIBLE AUTHORITY, RECORD SECURITY, AND RECORDKEEPING

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.

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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;
  
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 DISCLOSURE section 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 section of this policy which each of the additional parties has in requesting or obtaining the information.
  
3. Paragraph (1) of Record Keeping 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 B.1) of the DISCLOSURE OF EDUCATION RECORDS section of this policy, to requests for disclosures of directory information under the RELEASE OF DIRECTORY INFORMATION section 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.

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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 record-keeping procedures of the school district.
5. 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 parent of an eligible student who is also a dependent 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 section 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.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the educational records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

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D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
  - a) the cost of materials, including paper, used to provide the copies;
  - b) the cost of the labor required to prepare the copies;
  - c) any schedule of standard copying charges established by the school district in its normal course of operations;
  - d) any special costs necessary to produce such copies from machine based record keeping systems, including but not limited to computers and microfilm systems; and
  - e) mailing costs.

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2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, would impair the parent or eligible student from exercising their right to inspect or review the student's education records.
5. The school district reserves the right to make a charge for copies such as transcripts it forwards to potential employers or post-secondary institutions for employment or admissions purposes. The fee for such copies and other copies forwarded to third parties with prior consent as a convenience will be from to (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 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 so 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.

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## B. Right to a Hearing

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

## C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A and B of this Section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

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#### 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. 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.

#### XVII. 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 seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights 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. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll including suspension and expulsion records pursuant to the federal No Child Left Behind Act and , if applicable, a student's history of violent behavior.

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B. Notification to Parents of Student 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 student identified as disabled.

#### XVIII. DESTRUCTION AND RETENTION OF RECORDS

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

#### XIX. 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. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)  
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
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 Parts 1205.0100-1205.2000  
20 U.S.C. Sec. 1232g et. seq. (Family Educational Rights and Privacy Act)  
20 U.S.C. § 6301 *et seq.* (No Child Left Behind)  
26 U.S.C. § § 151 and 152 (Internal Revenue Code)  
34 C.F.R. §§ 99.1-99.67  
Gonzaga University v. Doe, 536 U.S. 273 (2002)

Cross References: MSBA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 519 (Interview of Students by Outside Agencies)  
MSBA/MASA Model Policy 520 (Student Surveys)

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MSBA/MASA Model Policy 711 (Videotaping on School Buses)  
MSBA Service Manual, Chapter 13, School Law Bulletin "I"  
(School Records-Privacy-Access to Data)