

# BOARD AGENDA

## INDEPENDENT SCHOOL DISTRICT 191

Burnsville High School Senior Campus  
Diamondhead Education Center  
Regular Meeting  
November 3, 2011  
6:30 PM

- I. Call to Order
  - A. Welcome
  - B. Pledge of Allegiance
  - C. Public Recognition
    - 1. Presentation of Advanced Placement (AP) Award
- II. Business Meeting
  - A. Approval of Agenda
  - B. Consent Agenda

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 5
    - 3. Donation of school supplies valued at \$50, some coats and \$200 in Target gift cards from Kemnitz Orthodontics to Vista View Elementary; materials valued at approximately \$1,000 for a Sioux Trail Reading Center from the Burnsville Rotary Foundation and Mrs. Charlie Crichton; classroom, student and teacher supplies valued at \$2,100 from Office Max #604 to Sioux Trail Elementary and teacher Karen Otremba; cash donations totaling \$2,977 and non-cash donations valued at \$615 to the BrainPower in a BackPack program (includes \$400 [White Out Weekend Hunger], \$550 from Thrivent for Lutherans, \$500 from Medtronic Foundation, \$1,000 from Stanley Gaffin, food valued at \$300 from Quaker Oats Company, and \$250 from Dakota Electric); \$403.86 from William Haugen to Sioux Trail through the Wells Fargo Foundation; student and office supplies valued at \$482.33 from FedEx to Sky Oaks; and classroom and office supplies valued at \$1,301.74 from Office Max to Sky Oaks and teacher Patty Norgaard
    - 4. Approve the Diamondhead Clinic Participating Member Agreement 15
    - 5. Approve Change Order #1 for the 2011-2012 Secure Entry Deferred Maintenance Project 26
    - 6. Approve Change Order #2 for the 2011-2012 Burnsville High School Deferred Maintenance Project 27
- III. Unfinished Business
- IV. New Business
  - A. Receive the Annual Enrollment Report (20 minutes) (Rider) 28
  - B. Approve, on a first reading basis, revisions to Policy ING and ING-R, *Animals in the School*, Policy ACD/JBD, *Bullying Prohibition*, and Policy JO, *Protection & Privacy of Student Records* (10 minutes) (Clegg) 46

V. Reports

A. Student Advisor

B. Superintendent

C. Board Members

VI. Adjourn

School Board Minutes  
INDEPENDENT SCHOOL DISTRICT 191  
October 13, 2011

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

Call to Order

Members present: Directors Luth, Schmid, Sweep, Teiken, VandenBoom and Chair Hill. Others in attendance were Superintendent Clegg, administrators and staff.

Attendance

Members absent: Director Currier

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

Pledge of Allegiance

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

Agenda

Moved by Director Schmid, seconded by Director Teiken, to approve the consent agenda.

Consent Agenda

- Minutes of the October 6, 2011 board meeting and closed session
- Personnel changes for R. Brandt, N. Meyer, L. Peterson, K. Scalzo, M. Heidenreich, R. Malakapalli
- Donation of color printer supplies valued at \$5,659.88 from FFA Delta CMO - North to Sioux Trail Elementary; a Wells Fargo matching gift of \$207.69 to Hidden Valley Elementary and \$180 to Harriet Bishop Elementary
- Approve September payroll checks numbered 716000-716061, and Direct Deposit notices numbered 444315-446990, in the net amount of \$3,549,678.90. September & October claims to date represented by checks numbered 410921-411569, 1003631-1003726, 100522-100536 and wire transfers and adjustments, totaling \$8,122,830.35. Also, that the Board accepts September receipts of \$16,907,589.69 and investments for Alt. Facilities and OPEB of \$13,181,451.67 as of September 30, 2011
- Adopt a Resolution to accept a grant to provide support for high school youth to participate in athletics and fine arts from the Minnesota State High School League Foundation

Minutes

HR Report

Donations

Payroll, Claims and Receipts

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

There were no pending business items.

Business

The Board adjourned to a Board Workshop on *Residential Survey Results* at 6:33 p.m.

Adjourn

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Daniel W. Luth, Clerk

**Burnsville-Eagan-Savage Public Schools  
Independent School District 191  
Department of Organizational Development**

TO: Members, Board of Education  
Randall Clegg, Superintendent

FROM: Tania Z. Chance, Ph.D., Executive Director Organizational Development

DATE: November 3, 2011

RE: Recommended Personnel Changes

**Certified  
Appointment**

Lisa Lillie -Replacement-Long term substitute, 1.0 FTE, Grade 4, SO, effective 10/24/11 - 12/22/11

Anthony McNeil -Replacement-Teacher, Math, 1.0 FTE, BAHS, effective 10/25/11

Wendy Riphenburg \*Replacement-Long term substitute, 1.0 FTE, ELL, SO, effective 10/31/11 - 12/9/11

**Leave of Absence**

Mary Grzesiak -Teacher, ESL, Byrne, requests a 1.0 FTE medical leave of absence, effective 1/9/12 for up to 12 weeks

Erin Kosmalski -Teacher, Grade 3, SO, requests a 1.0 FTE FMLA/maternity/parental leave of absence, effective approx. 1/23/12 for a period of 9 weeks

Heather Nemeth -Teacher, LA, NJH, requests a 1.0 FTE FMLA/maternity/parental leave of absence, effective 12/23/11 for a period of 12 weeks

**Resignation**

Barbara Luger -School nurse, SO, effective 11/25/11

**Retirement**

Jan Sheil \*Correction-Teacher, after 18 years in the District, effective 12/16/11

**Classified  
Appointment**

Sean Henderson -Replacement-B-Shift Custodian, District-wide, 8 hrs/day, effective 10/26/11

Amy Keirstead \*Replacement-EA, Level 4 (14 hrs/wk), ECSE, effective 10/27/11

\*added to original report  
Burnsville-Eagan-Savage #191  
Board Meeting – 11/03/2011

Matthew Vendel

-Replacement-Temporary B-Shift Custodian, District-wide 8 hrs/day, effective 10/31/11

**Change in Assignment**

Kathleen Torralba

\*EA, assignment increases with the addition of 1 hr/day, Level 1 lunchroom, effective 10/25/11

**Leave of Absence**

Julie Boldt

-MEA, SO, requests a medical leave of absence, effective 11/16/11 through 1/9/12

Marcia Pariseau

\*Clerical, ASC, requests an FMLA leave of absence, effective 12/13/11 for a period of up to 4 weeks

Alicia Vitali

\*2nd Cook, ERJH, requests a medical leave of absence, effective 11/29/11, returning to work 12/16/11

**Retirement**

Marlys Dean

\*Principal Secretary, BHS, after 26 years in the District, effective 1/31/12

Vina Johnson

-MEA, after 22 years in the District, effective 10/13/11

Charles Nystrom

-Pool Custodian, NJH, after 34 years in the District, effective 12/31/11

**Community Education**

**Appointment**

Marsha Beede

-Replacement-Campus Cup Server, DEC, 2 - 4 days/wk, effective 2011/12 school year

Steven Jensen

\*New-Activities Coordinator, DEC, 8 hrs/day, effective 10/27/11

Melanie Teachout

\*Replacement-Welcome Center Family Support Specialist, DEC, 8 hrs/day, effective 10/25/11

\*added to original report  
Burnsville-Eagan-Savage #191  
Board Meeting – 11/03/2011



To: Dr. Randall Clegg, Superintendent II.B.3  
From: Dr. Susan Risius, Vista View Principal  
Date: October 25, 2011  
Re: Kemnitz Orthodontics Donation

I am pleased to recognize Kemnitz Orthodontics for their generous donation. Kemnitz donated school supplies, some coats and \$200 in gift cards from Target!

The Vista View staff and school community appreciate the commitment Kemnitz Orthodontics has shown to our school and the education and safety of our children.

Kemnitz Orthodontics  
2999 W. County Road 42 #138  
Burnsville, MN 55306

TO: Board of Education II.B.3  
Dr. Randall Clegg, Superintendent

FROM: Taber Akin, Principal – Sioux Trail School

DATE: October 25, 2011

RE: Donation

Sioux Trail received the following donation from the Burnsville Rotary Foundation & Mrs. Charlie Crichton, in memory of Charlie Crichton, for a Sioux Trail Reading Center.

I request that the following donation be accepted by our district for Sioux Trail Elementary School:

Burnsville Rotary Foundation (to be used for books & glass table cover for the Charlie Crichton Reading Center in the Sioux Trail Media Center )	\$624.00
Burnsville Rotary Foundation Table and chairs for the Charlie Crichton Reading Center in the Sioux Trail Media Center )	Approx. \$375.00
	Approx. \$1000.00

Contact Information:

Burnsville Rotary Foundation  
PO Box 1346  
Burnsville, MN 55337-0346

TO: Board of Education II.B.3  
Dr. Randall Clegg, Superintendent

FROM: Taber Akin, Principal – Sioux Trail School

DATE: October 24, 2011

RE: Donation

Sioux Trail received the following donations from Office Max #604.

I request that the following donations be accepted by our district for Sioux Trail Elementary School & our second grade teacher, Karen Otremba:

"A Day Made Better" donation of classroom supplies to Karen Otremba, second grade teacher. 10/4/11 including digital camera, desk chair, bulletin board, color printer, etc.	Approx. \$1000.00
Donation to Sioux Trail of classroom, student, and teacher supplies. 10/4/11 (See attached list)	Approx. \$600.00
Additional donation to Sioux Trail of classroom, student, and teacher supplies. 10/21/11 (See attached list)	Approx. \$500.00
Estimated Value	Approx. \$2100.00

Contact Information:

Bobbie and Karen  
Office Max # 604  
South Metro Training Store  
1271 Promenade Place  
Eagan, MN 55122

To: Members, ISD 191 Board of Education

Agenda Item II.B.3

November 3, 2011

From: Tom Umhoefer, Community Education Director

Date: October 28, 2011

Re: BrainPower in a Backpack Donations

Recommendation: That the Board of Education accept cash and in-kind donations totaling \$3,592 to the *BrainPower in a Backpack* program.

The Community Education program would like to thank all those who generously donated to our BrainPower in a Backpack program.

Date	Donor	Amount	Non-cash	Value
8/29/2011	Anonymous ISD 191 Staff	\$25.00		
8/29/2011	ISD 191 Picnic Donations		food and 3 bp	\$255.00
9/6/2011	Garrett R. Sampson	\$48.00		
9/6/2011	Sheryl R. Burkhardt	\$50.00		
9/6/2011	Anonymous		food and 1 bp	\$10.00
9/6/2011	Donna Andrews		food	\$50.00
9/20/2011	Pat Mosey	\$50.00		
9/22/2011	Dakota Electric Association	\$250.00		
9/27/2011	Thrivent Financial for Lutherans	\$550.00		
9/28/2011	Roxanne Williams	\$10.00		
9/28/2011	Roxanne Williams	\$10.00		
9/15/2011	Walgreens (backpack deal)			
9/29/2011	Laurie King	\$10.00	cash	
9/29/2011	Margaret Hinton	\$20.00		
9/29/2011	Cathy Maki	\$25.00		
9/29/2011	Shannon Jorgenson	\$10.00	online	
9/30/2011	Melissa Grover	\$50.00	online	
9/28/2011	Cecilia Kessler	\$100.00		
10/1/2011	Sheryl R. Burkhardt	\$50.00		
9/27/2011	Pat Kofski	\$20.00		

10/5/2011	Jane Svare	\$30.00		
10/8/2011	Stephen Hanley, Quaker			\$150.00
10/9/2011	Foundation 191 (Medtronic Grant)	\$500.00		
10/10/2011	Tami Barth	\$25.00		
10/12/2011	Tim Hammes	\$44.00		
10/13/2011	Patrick Hansen	\$50.00		
10/12/2011	Patty Tushie-Lessard	\$50.00		
10/13/2011	Stanley L. Gaffin	\$1,000.00		
10/18/2011	Stephen Hanley, Quaker			\$150.00
	Total Checks	\$2,977.00		
	Total Cash	\$615.00		\$615.00
	Total Donated	\$3,592.00		
	**Donated in Honor of Cindy White	\$400.00		

TO: Board of Education  
Dr. Randall Clegg, Superintendent

II.B.3

FROM: Taber Akin, Principal – Sioux Trail School

DATE: October 18, 2011

RE: Special Donation

Members of the Sioux Trail community work tirelessly for the success of all our students. Evidence of this can be seen in the extensive volunteerism and generosity of monetary gifts.

I request that the following corporate community support donations be accepted by our district for Sioux Trail Elementary School:

Wells Fargo Foundation	Employee gift through the Wells Fargo Foundation William Haugen (children attend Sioux Trail)	\$403.86
		<hr/>
		\$403.86

Contact Information:

William Haugen  
11121 Carver Court  
Burnsville, MN 55337

# Memorandum

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**To:** Dr. Randall Clegg  
**CC:** Rose Hermann  
**From:** Kay Fecke  
**Date:** 10/31/2011  
**Re:** Donation

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I recommend that the Board of Education accept the following office supply donation from Jennifer Addleman, FedEx Office (3535 Hazelton Rd, Edina, MN 55435) valued at \$482.33:

- Stationary, stationary envelopes, one laminated state map, 6 periodic table posters, paperclips, 6 flip open calculators, 6 packages of tabs that are numbered 1-8, green hanging file index tabs, laminated quick study guides for language, software, and math, self-improvement CD's, plastic pocket folders, reference guidebooks, and a draft pencil

The donation will be used for the students of Sky Oaks. We are grateful for their generous support of education and Sky Oaks School.

# Memorandum

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**To:** Dr. Randall Clegg  
**CC:** Rose Hermann  
**From:** Kay Fecke  
**Date:** 10/31/2011  
**Re:** Donation

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I recommend that the Board of Education accept the following donations from Office Max (7361 153<sup>rd</sup> St W, Apple Valley, MN 55124):

- School supplies valued at \$1,001.74 that were presented to Patty Norgaard, 1<sup>st</sup> grade teacher at Sky Oaks, as part of their “A Day Made Better” program.
- Office supplies valued at \$300.00 that were donated to Sky Oaks Elementary.

The donations will be used for the students of Sky Oaks. We are grateful for their generous support of education and Sky Oaks School.

TO: Members, Board of Education Agenda Item II.B.4  
November 3, 2011  
FROM: Randy Clegg, Superintendent  
DATE: October 28, 2011  
RE: Diamondhead Clinic

**Recommendation:** That the Board of Education approve the Diamondhead Clinic Participating Member Agreement.

The Diamondhead Clinic now has a new participating member, Headway Emotional Health Services. The Clinic will now be capable of providing services to address the dental, physical and mental health needs of District 191 youth who are unable to afford them or otherwise do not have access to them.

**DIAMONDHEAD CLINIC  
PARTICIPATING MEMBER AGREEMENT**

THIS AGREEMENT, dated and effective as of this 1 day of November, <sup>2011</sup>2010, by and between Participating Members as listed on Schedule A ("Participating Member), Park Nicollet Health Services ("Park Nicollet"), a Minnesota nonprofit corporation and Independent School District 191, ("District"), a Minnesota school district. The District and Park Nicollet shall be referred to collectively as "Principals." The District, Park Nicollet and Participating Member shall be referred to singularly as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, District desires to make certain health related services available to minors and young adults attending school or residing in the District.

WHEREAS, Park Nicollet is committed to the provision of medical services to persons who are unable to afford them or otherwise do not have access to them.

WHEREAS, Participating Member is committed to the provision of various health related services as generally described in Schedule A to persons who are unable to afford them or otherwise do not have access to them.

WHEREAS, Park Nicollet and District have previously entered into a Community Clinic Operations Agreement, attached hereto, effective August 7, 2006 with Amendment No. 1 effective August 7, 2009, establishing the Diamondhead Clinic ("Clinic") at Diamondhead Education Center.

WHEREAS the Community Clinic Operations Agreement granting Park Nicollet exclusive use of the premises as shown on Exhibit A.

WHEREAS, Park Nicollet and District now wish to expand availability of health care and related services at Clinic through inclusion of Participating Members in the operations of the Clinic.

WHEREAS, Park Nicollet and District have previously established an Advisory Group for Clinic to meet the health related needs of minors and young adults attending school or residing in the District.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, agree as follows:

**ARTICLE I  
DISTRICT OBLIGATIONS**

1.1 Grant of Right to Use Premises. District grants to Participating Member, without charge, the right to use space owned by District located in the lower level of Diamondhead Educational

Center, located at 318 West Burnsville Parkway in Burnsville, Minnesota, as shown on Exhibit A of this Agreement (collectively, the “Premises”) for the operation of the Clinic. Participating Member shall have access to the Premises during the times they are scheduled to provide services at the Clinic as determined by the Advisory Group as defined in Article III of this agreement (the “Assigned Times”) and as otherwise reasonably requested by Participating Member for business purposes. District covenants that Participating Member shall quietly have and enjoy the Premises during the Assigned Times.

1.2 Use of Premises. District shall provide Participating Member with use of the Premises during the term of this Agreement. Use of the Premises shall be shared with Park Nicollet and other health care providers who have entered into this Agreement with District as “Participating Members.”

a.) Areas of Exclusive Use by Park Nicollet Certain areas of the Premises shall be designated for exclusive use by Park Nicollet in operation of the medical clinic at the Clinic. These shall include the nursing/laboratory area, three medical examination rooms, a physician’s office and designated file cabinets and storage areas including exclusive, secure, lockable space for Park Nicollet equipment and medical records. Permission to use these designated areas by any other person or Participating Member may be granted solely by Park Nicollet.

b.) Nonexclusive Use of Premises by Participating Member Scheduling of provider times and use of non-exclusive areas of the Clinic by Participating Member shall be determined by the Advisory Group as defined in Article III of this Agreement. Designated file cabinets or storage areas including exclusive, secure, lockable space for Participating Member’s equipment and health care records shall be provided.

1.3 Additional Services. District shall furnish the Premises with utilities (heat, air conditioning, electricity, water, telephone, high speed Internet access, and janitorial) (“Utilities”) at its own expense. District shall be responsible, at its own cost, for all maintenance and repairs to the Premises.

1.4 Property Insurance. District, at its cost, shall procure and maintain or cause to be procured and maintained during the term of this Agreement an “all-risk” policy of property insurance insuring the Premises and Improvements.

1.5 Liability Insurance. District, at its cost, shall procure and maintain or cause to be procured and maintained during the term of this Agreement commercial general public liability insurance against claims for bodily injury, death or property damage, occurring on, in or about the Premises.

## **ARTICLE II**

### **PARTICIPATING MEMBER OBLIGATIONS**

2.1 Operation of Medical Clinic by Park Nicollet. Park Nicollet is solely responsible for the operation of the medical clinic in the Clinic and shall operate the medical clinic at no charge to the District or any patients of the Clinic. Park Nicollet shall provide all administrative services and support it deems necessary to operate the medical clinic, including, as necessary, receptionist

and management services. In managing the medical clinic operations, Park Nicollet shall participate actively in and consider the views of the Advisory Group created by the Parties in Article III; however, Park Nicollet shall have the sole discretion to make decisions about the management and operations of the medical clinic in the Clinic, including but not limited to the dates and times the medical clinic is staffed. Park Nicollet shall provide equipment it deems necessary, such as examination tables, sterilizing equipment, desks, chairs, scales and x-ray reading lights (“Equipment”), and miscellaneous items of medical supplies customarily found in medical examination rooms (such as latex gloves, hypodermic needles, cotton and sterilizing swabs, tongue depressors, and the like) (“Supplies”) as needed to operate the medical clinic. All Equipment and Supplies shall be the property of Park Nicollet.

2.3 Provision of Professional Services by Participating Member. During the term of this Agreement, Participating Member shall provide the general services as outlined in Schedule A to this agreement in the Clinic by licensed providers (“Professional Services”).

Participating Member and their licensed providers shall at all times exercise their professional judgment and discretion in providing Professional Services to patients of the Clinic. Participating Member shall provide services either without direct charge, or at a substantially reduced charge to uninsured or underinsured patients/clients of the Clinic. For patients/clients with health insurance coverage, Participating Member may elect to bill the third party payer for the Professional Services. Professional Services shall be provided in a manner that reduces financial barriers and increases access to health care services.

2.3 Eligibility for Professional Services. The following individuals are eligible to receive Professional Services at the Clinic: (a) any minor individual who resides within the boundaries of the District or the communities served by the District, (b) any minor individual enrolled as a student in the District or in the programs of the District, (c) any adult individual under the age of 21 formally enrolled as a student of the District and pursuing a high school diploma, and (d) any other individual meeting criteria developed by the Advisory Group (collectively, the “Eligible Patients”). Participating Member may require individuals presenting for treatment to demonstrate proof of residency or enrollment prior to providing the Professional Services.

2.4 Consent for Treatment. Participating Members shall obtain the consent of the parent or legal guardian of Eligible Patients who are minors prior to providing treatment as required by law. Notwithstanding the foregoing, Participating Members may (a) provide treatment to emancipated minors, as defined in Minnesota Statutes, sections 144.341 and 144.342, without such consent, and (b) provide treatment for medical, mental and other health services to determine the presence of or to treat pregnancy and conditions associated therewith, family planning, sexually transmitted disease including HPV, alcohol and other drug abuse as provided in Minnesota Statutes, section 144.343, without such consent.

2.5 No Emergency Services. Participating Member shall not provide emergency services at the Clinic. Emergency services must be accessed by calling 911.

2.6 Use and Condition of Premises. Participating Member shall use the Premises only for the provision of professional services as defined in Article II Section 2.2. Participating Member shall not make any changes, additions, deletions, improvements, or alterations to the Premises, or install or display any signs in the Premises without the consent of District, which shall not be unreasonably withheld. Participating Member shall comply with all applicable District policies relating to its use of the Premises. Participating Member shall not use the Premises for unlawful activity. In particular, Participating Member agrees that (a) it will not unlawfully allow alcohol, tobacco, firearms, or controlled substances in the Premises; and (b) the Premises will not be used by Participating Member or others acting under its control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance in violation of any local, state, or federal law, including Minn. Stat. Chapter 152. Participating Member's use of the Premises must conform to all applicable governmental regulations, ordinances, and zoning requirements.

2.7 Participating Member's Insurance. Participating Member shall, at its expense, at all times maintain (a) professional liability (malpractice) insurance covering the Professional Services provided by its employees and volunteers under this Agreement, and (b) "all-risk" property and casualty insurance covering their Equipment and Supplies.

2.8 Health Care Records. Participating Member shall create and maintain health care records for all persons treated at the Clinic and shall provide record keeping capabilities including any necessary transcription services. Participating Member and its staff shall at all times comply with all applicable state and federal laws regarding the completion, authentication, updating, maintenance, preservation, and confidentiality of health care records. All records with respect to services provided by Participating Member pursuant to this Agreement shall be and remain the sole and exclusive property of Participating Member. District shall not have access to any health care records for any purpose unless such access is authorized by the patient or the patient's parent or legal guardian in accordance with applicable law. The District acknowledges and agrees that the health care records are not subject to the federal Family Educational Rights and Privacy Act. Participating Member shall treat any private or confidential government data in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

### **ARTICLE III** **ADVISORY GROUP**

3.1 Advisory Group. District and Park Nicollet (Principals) shall expand membership in the Advisory Group to include Principal and Participating Members of the Clinic, and may also include community members, parents and students. The Advisory Group shall meet on a regular basis and shall be responsible for managing provider schedules, assigning use of non-exclusive space, establishing referral processes between providers, and deciding any other matter related to the smooth and coordinated provision of interdisciplinary health services to patients of the Clinic. The decision-making of the Advisory Group shall be by consensus. In the event that the Advisory Group is unable to reach consensus on any matter, agreement by the Principal Members shall constitute resolution of the issue.

3.2 Principal and Participating Members. District and Park Nicollet shall be considered as Principal Members in the Clinic. All other providers who have signed this Participating Members Agreement shall be considered as Participating Members.

3.3 Managing Schedules and Allocation of Space. In making determinations of provider schedules and assigning use of non-exclusive space, the Advisory Group shall include such factors as assessment of school and community needs, available funding for the Participating Member to deliver services, and ability to effectively coordinate times and use of the Clinic.

3.4 No Requirement of Minimum Hours. There is no requirement that a Participating Member provide a minimum number of hours of service each week. If a Participating Member loses funding to provide services at the Clinic, they shall provide 60 days written notice of a reduction or elimination of service hours. A temporary loss of funding and inability to provide services in the Clinic shall not automatically cause termination of this Agreement or preclude membership in the Advisory Group. Once funding is re-established, a Participating Member may request reinstatement of service times. The Advisory Group shall assign new scheduled hours for the Participating Member based upon the needs and available hours of the Clinic.

3.5 Addition and Removal of Participating Members. Decisions as to the addition or removal of Participating Members in the Clinic shall be made by consensus of the Principal Members. Input from the Advisory Group shall be sought as deemed appropriate.

#### **ARTICLE IV** **TERM AND TERMINATION**

4.1 Term. The Term of this Agreement (“Term”) shall commence on Nov 1 2011 and continue for a period of two years. This agreement shall automatically renew for successive one-year terms unless either party provides the other with written notice per the terms of Section 4.2, 4.3 or 4.4.

4.2 Termination by District. This Agreement or the participation of any Participating Member may be terminated by District upon fourteen (14) days written notice to the other Party upon the breach or failure of a Party to perform any of its material duties under this Agreement, if such breach or failure is not cured to the non-breaching Party’s reasonable satisfaction within the fourteen (14) day notice period. This Agreement may also be terminated by District without cause upon 90 days’ written notice or by mutual agreement of the Parties.

4.3 Termination by Park Nicollet. This Agreement may be terminated by Park Nicollet upon fourteen (14) days written notice to the other Party upon the breach or failure of a Party to perform any of its material duties under this Agreement, if such breach or failure is not cured to the non-breaching Party’s reasonable satisfaction within the fourteen (14) day notice period. This

Agreement may also be terminated by either Party without cause upon 90 days' written notice or by mutual agreement of the Parties.

4.4 Termination by Participating Member. Any individual Participating Member may terminate its participation in this agreement upon fourteen (14) days written notice to the other Party upon the breach or failure of a Party to perform any of its material duties under this Agreement, if such breach or failure is not cured to the non-breaching Party's reasonable satisfaction within the fourteen (14) day notice period. Any individual Participating Member may also terminate its participation in this agreement by either Party without cause upon 90 days' written notice or by mutual agreement of the Parties.

## **ARTICLE V**

### **WAIVER AND INDEMNITY**

5.1 Mutual Waiver of Insured Claims. Notwithstanding anything apparently to the contrary in this Agreement, and to the extent that existing insurance coverage is not compromised, Principals and Participating Member hereby release one another and their respective directors, officers and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary form of policy of the insurance required by Sections 1.5 or 2.7(b), even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

5.2 Waiver. Notwithstanding anything apparently to the contrary in this Agreement, Principals and their directors, officers and employees shall not be liable to Participating Members, and Participating Members hereby release such parties from all damage, compensation or claims from any cause other than the intentional misconduct of Principals or their directors, officers or employees arising from: loss or damage to personal property or trade fixtures in the Premises including books, records, files, computer equipment, computer data, money, securities, negotiable instruments or other papers; lost business or other consequential damage arising out of interruption in the use of the Premises; and any criminal act by any person other than Principals or their directors, officers or employees.

5.3 Participating Member Indemnification. Participating Member agrees to indemnify, defend and hold Principals and their directors, officers and employees harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring in the exclusive areas of the Premises or the non-exclusive areas being utilized by Participating Member during the Assigned Times, except to the extent caused by the negligent act or intentional misconduct of Principals or their directors, officers or employees; provided, however, that a specific Participating Members shall have no duty to indemnify for claims or losses occurring when the Premises are being used by any other Participating Member or third party, even if such use occurs during the Assigned Times.

5.4 Principals Indemnification. To the extent permitted by Minnesota law, Principals agree to indemnify, defend and hold Participating Member and its directors, officers and employees harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring (a) in the common areas of Diamondhead Education Center at any time, (b) in the Premises other than during the Assigned Times or during the Assigned Times when the Premises are being used by a party other than Participating Member, or (c) elsewhere on District property, except to the extent caused by the negligent act or intentional misconduct of Participating Member or its directors, officers or employees.

**ARTICLE VI**  
**MISCELLANEOUS**

6.1 Independent Contractors. In their performance of their obligations under this Agreement, the Parties understand and agree that they are independent contractors. Nothing in this Agreement shall be deemed to create any joint venture, partnership or other relationship between District, Park Nicollet and any Participating Member singularly or collectively, other than that of independent contractors. The Parties shall not be deemed employees of the other for any purpose whatever, nor shall either Party be eligible to participate in any pension, welfare or other benefit program provided by the other Party. Participating Members shall be exclusively responsible for the payment of all wages, salaries, taxes, withholding payments, penalties, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation or welfare plans, licensing fees, workers' compensation insurance premiums and/or benefits and Social Security obligations of or with respect to its specific employees providing services at the Clinic, and shall be exclusively responsible for filing of all necessary documents, tax and other forms and returns pertinent to all of the foregoing.

6.2 Notices. Any notices to be given under this Agreement shall be sufficient if in writing and sent by certified mail, return receipt requested, or delivered in hand or sent by overnight delivery service to the following addresses (or to such other address as designated in writing):

District:  
\_\_\_\_\_  
\_\_\_\_\_

Park Nicollet:  
Attn: Susan Zwaschka, Vice President and General Counsel  
3800 Park Nicollet Boulevard  
St. Louis Park, MN 55416

Participating Member:  
Contact Information as Noted in Schedule A

6.3 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to inclusion of Participating Members in the operation of Clinic, and may be amended only by a written document signed by all Parties. The terms and provisions of the Community

Clinic Operations Agreement and Amendment No. 1 between District and Park Nicollet remain in full force and effect.

6.4 Governing Law. This Agreement shall be construed and enforced under the laws of the State of Minnesota.

6.5 Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other.

6.6 No Waiver. The waiver by either Party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.


Park Nicollet Health Services

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

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

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

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

By:  \_\_\_\_\_  
Its: CEO \_\_\_\_\_

Headway  
Emotional  
Health  
Services

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

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

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

**SCHEDULE A**

**Participating Member:**

**General Services Provided:**

Children's Dental Services  
Contact Name  
Address  
City, State, Zip  
Phone

Dental

Contact Name Patrick Dale  
Address 6425 Nicollet Ave S  
City, State, Zip Richfield MN 55423  
Phone 612 861 1675

Mental Health

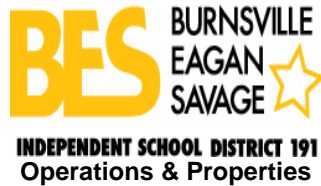
Headway Emotional Health Services

Contact Name  
Address  
City, State, Zip  
Phone

Contact Name  
Address  
City, State, Zip  
Phone

Contact Name  
Address  
City, State, Zip  
Phone





TO: Members, Board of Education  
Randy Clegg, Superintendent

Agenda Item II.B.6  
November 3, 2011

FROM: Lisa Rider, Executive Director of Business Services

DATE: October 27, 2011

RE: Change Order #2 for the 2011-2012 Burnsville High School Deferred Maintenance Project

**Recommendation:** That the Board of Education approve change order #2 for the 2011-2012 Burnsville High School Deferred Maintenance Project.

On March 17, 2011 the School Board approved the bids for the 2011-12 Deferred Maintenance Project at Burnsville High School. Change Order #2 is an addition of \$63,822 to the original contract. The items on this change order have been reviewed and validated by ATS&R Architects and Engineers and are summarized below.

1	hydronic piping to convectors	ADD	\$ 28,838
2	remove floor boxes rooms 4-D210 and 4-205	ADD	3,616
3	power shut-off science labs	ADD	16,788
4	elevator equipment room exhaust duct	ADD	1,189
5	mechanical openings required thru precast floor	ADD	5,301
6	owner requested plam sills overlay and gyp board over old wall roms 4-114, 4-113, 4-111	ADD	8,090
			<u>\$ 63,822</u>



To: Members, Board of Education  
Randy Clegg, Superintendent

Agenda IV.A  
November 3, 2011

From: Lisa K. Rider  
Executive Director of Business Services

Date: November 3, 2011

Re: Receive Annual Enrollment Report

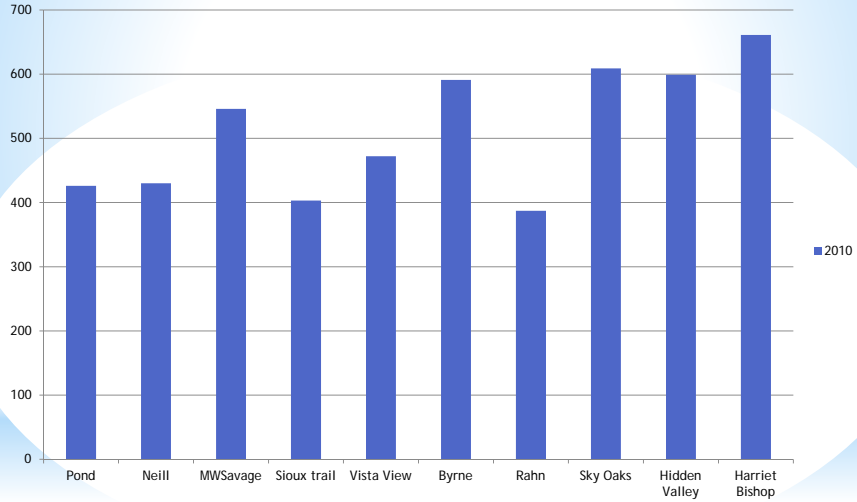
Attached is the Fall Enrollment and Projection Report for 2011-2012. This report focuses on the fall enrollment of the district and the composition of the district currently in comparison to the 2002-2003 school year. The enrollment projections are shown with both fall numbers for the 2011 and the projection of enrollment using end of year projections. A few slides are very difficult to view on the screen and are attached in PDF form for information.

***ISD 191  
Enrollment & Enrollment  
Projection***

**2011-2012**

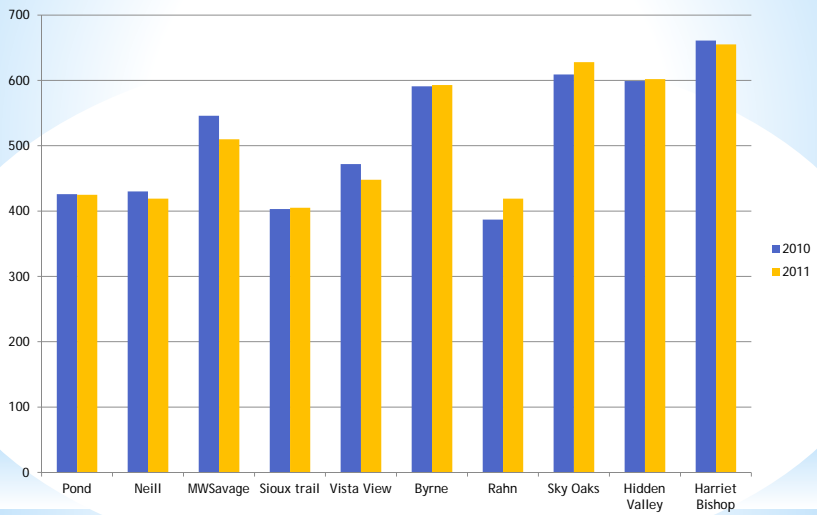
November 3, 2011

## Elementary- October 1, 2010 Seat Count



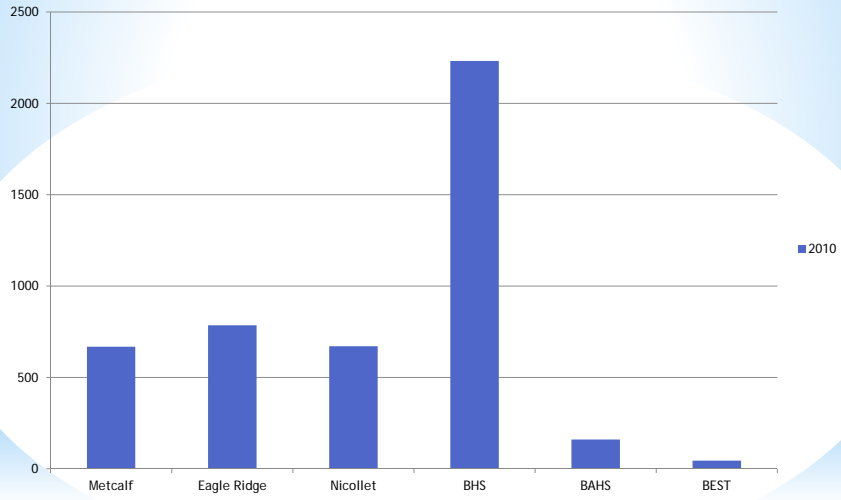
3

## Elementary- October 1, 2011 Seat Count



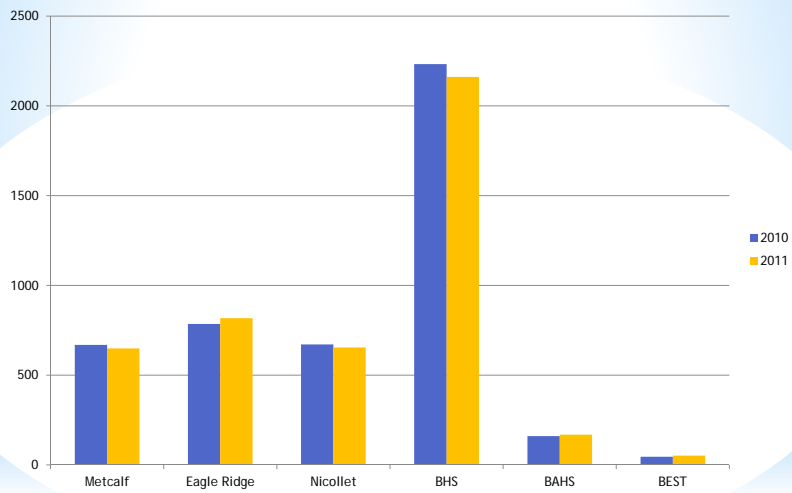
4

## Secondary- October 1, 2010 Seat Count



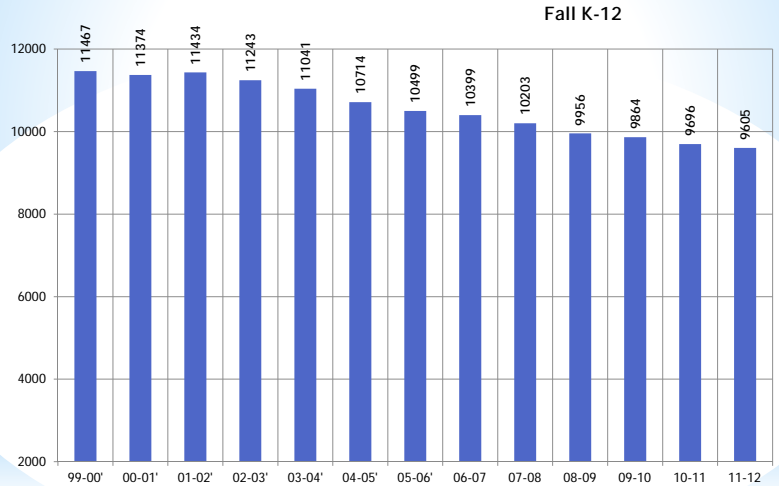
5

## Secondary- October 1, 2011 Seat Count



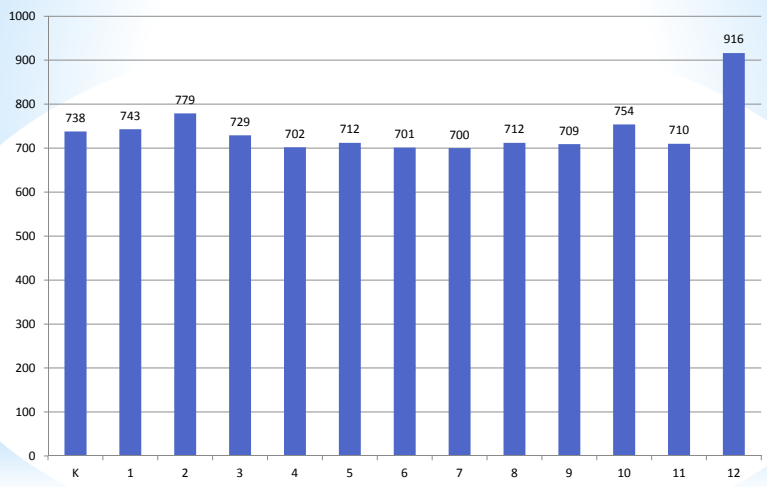
6

# Historical Enrollment Data- Oct 1



7

# 2011 -12 Grade Level Enrollment - Oct 1st



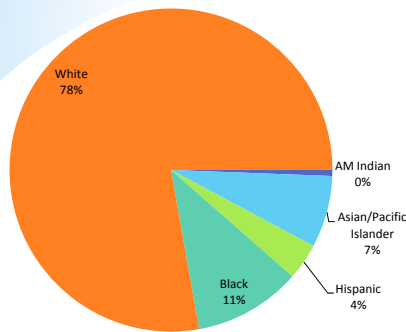
8

## Composition of the Fall October 3, 2011 Population

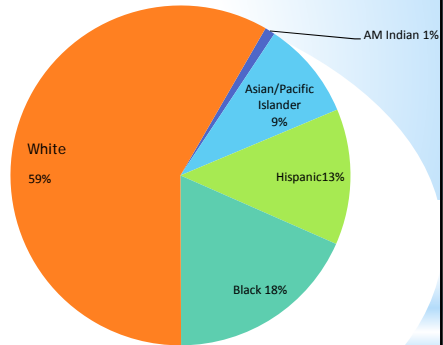
9

## District Composition Minority Enrollment

**2002-2003 Ethnicity Enrollment**

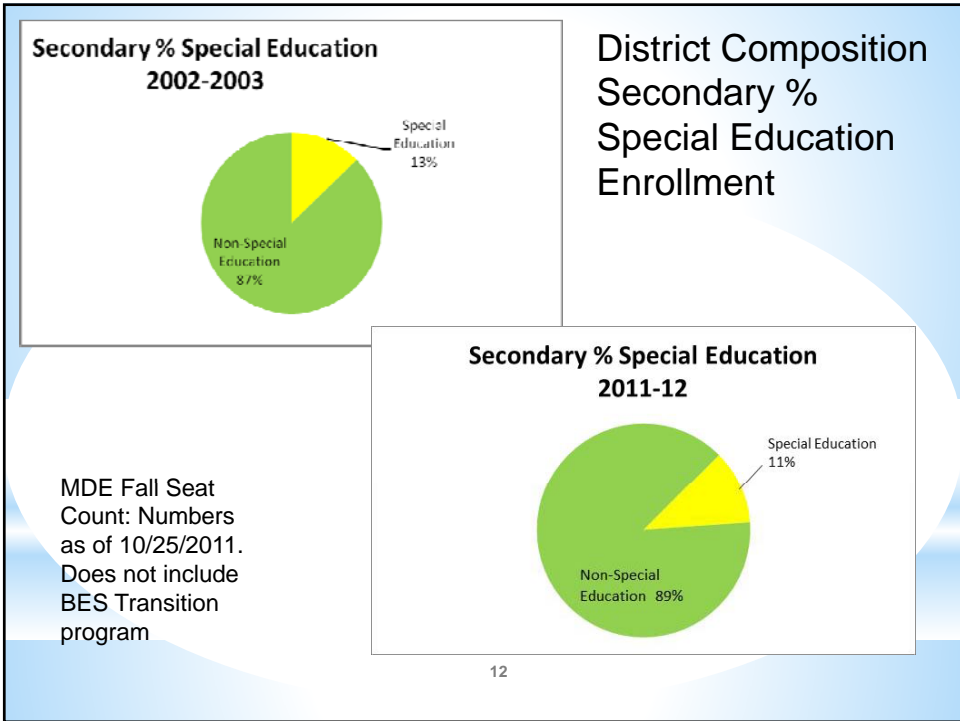
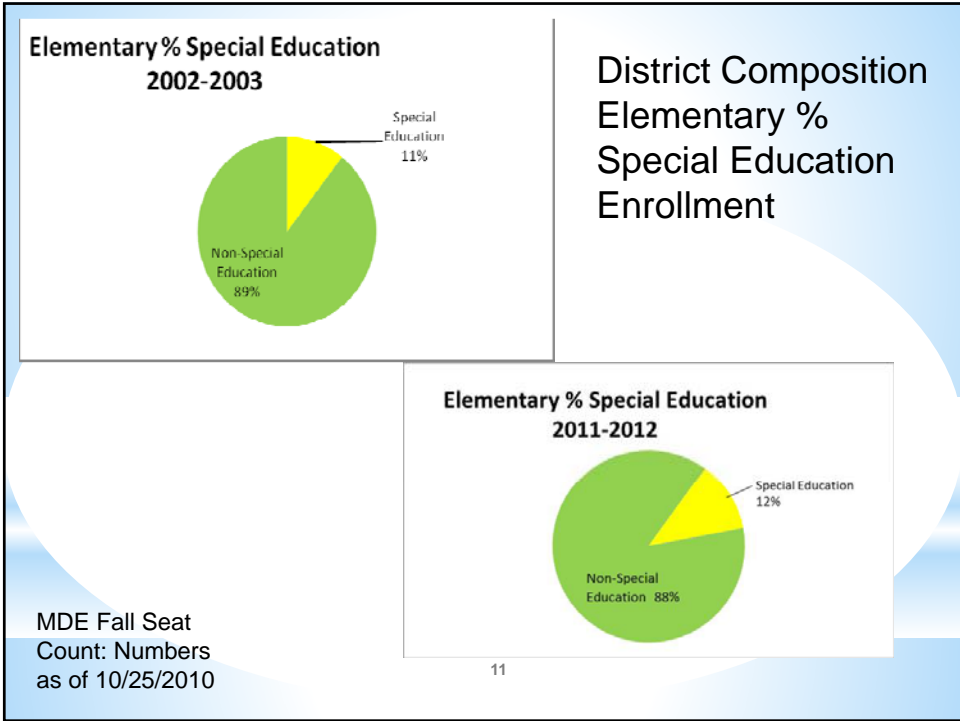


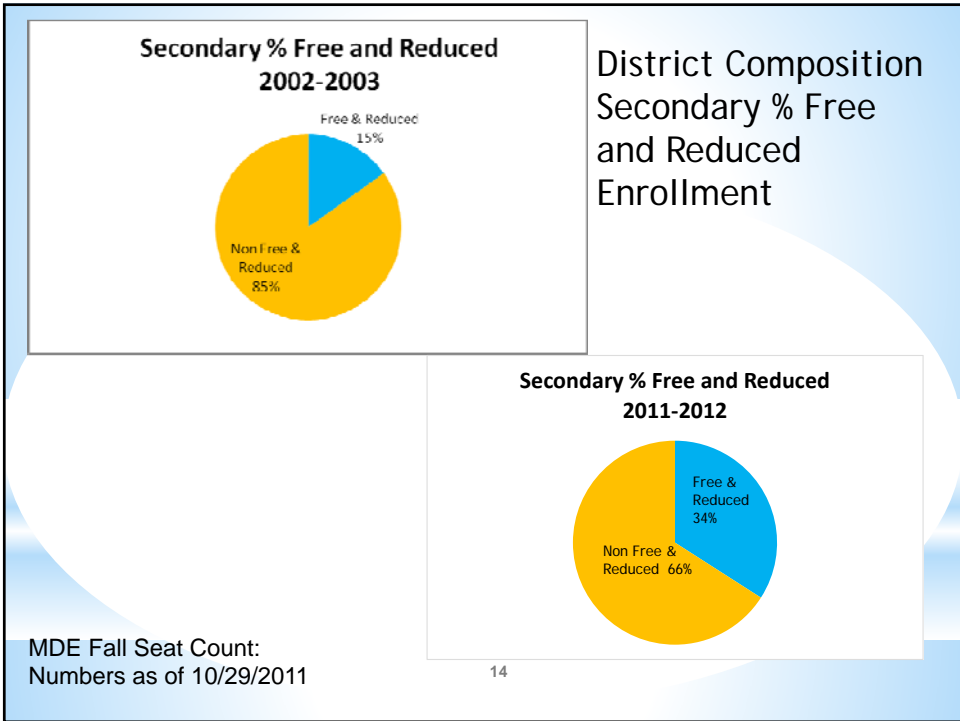
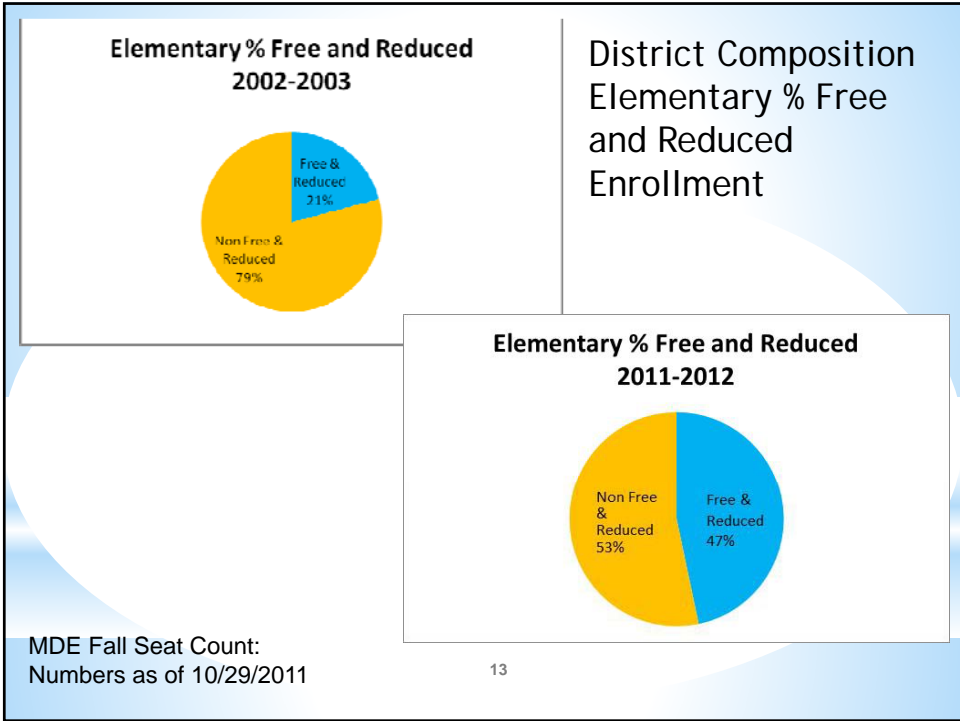
**2011-2012 % Ethnicity Enrollment**

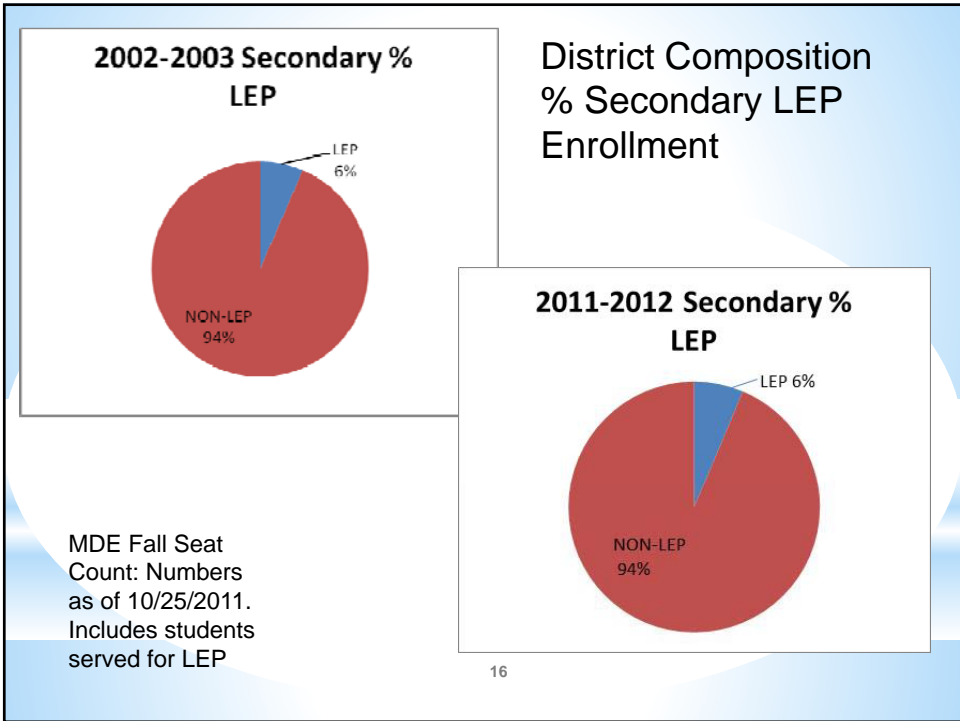
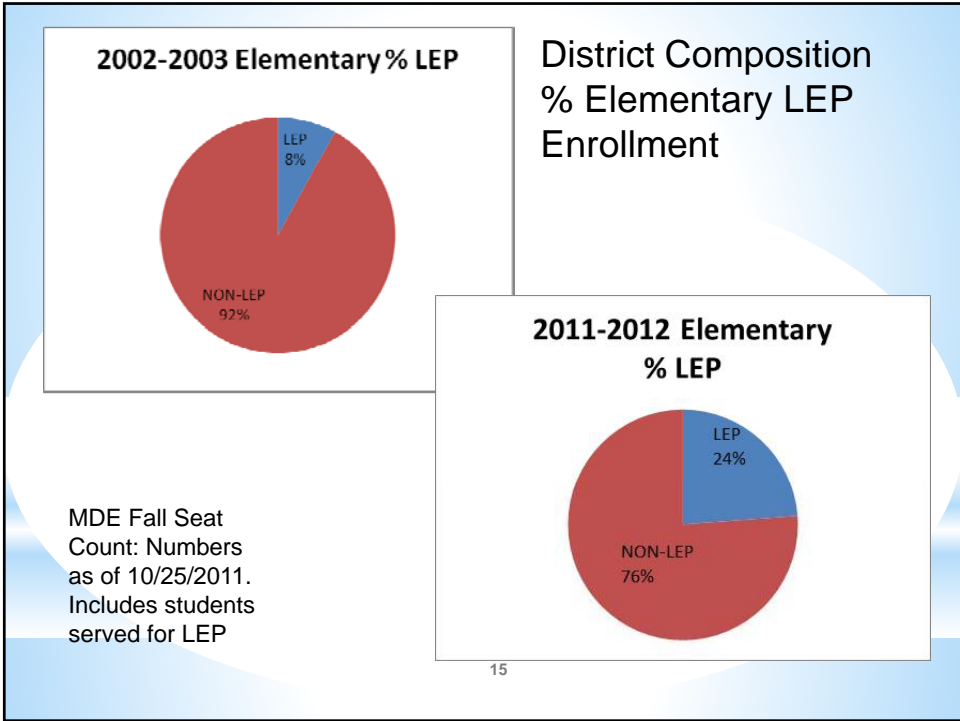


MDE Fall Seat Count: Numbers as of 10/25/2011

10







## ISD 191 Magnet Enrollment by Program Elementary

2011-12

2011-2012	William Byrne STEM	Harriet Bishop G/T	Rahn Incentive
Magnet students Total	107	235	13
Students within school attendance	N/A	52	0
191 Students on variance	95	102	5
Open Enrollment	12	81	8
# of Open Enrollment from Lakeville	10	17	0
Students of color Total	32	58	4
Students of color from within school attendance	N/A	7	0
Students of color on variance	32	22	3
Students of color open enrolled- non-Lakeville	0	29	1

17

## ISD 191 Magnet Enrollment by Program Secondary

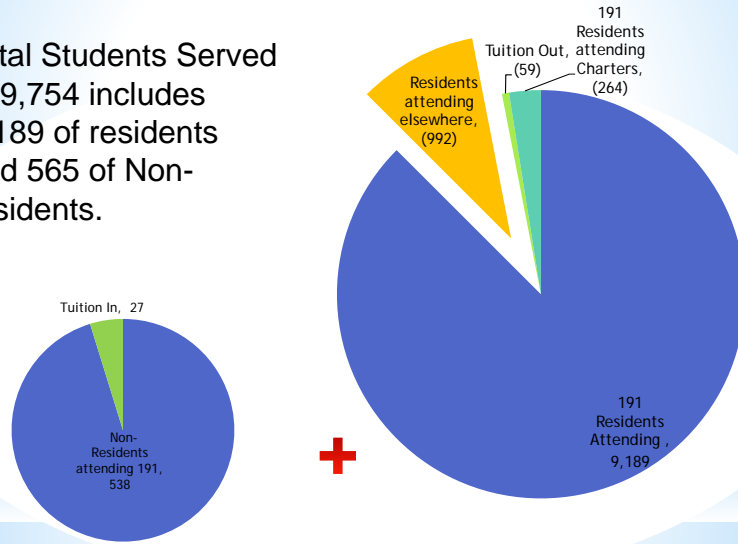
2011-12

2011-2012	Metcalf JH STEM	Eagle Ridge G/T	Nicollet AVID
Magnet students Total	155	233	76
Students within school attendance	100	183	73
191 Students on variance	44	42	3
Open Enrollment	11	8	0
# of Open Enrollment from Lakeville	1	2	0
Students of color Total	27	35	53
Students of color from within school attendance	16	28	52
Students of color on variance	10	5	1
Students of color open enrolled- non-Lakeville	1	2	0

18

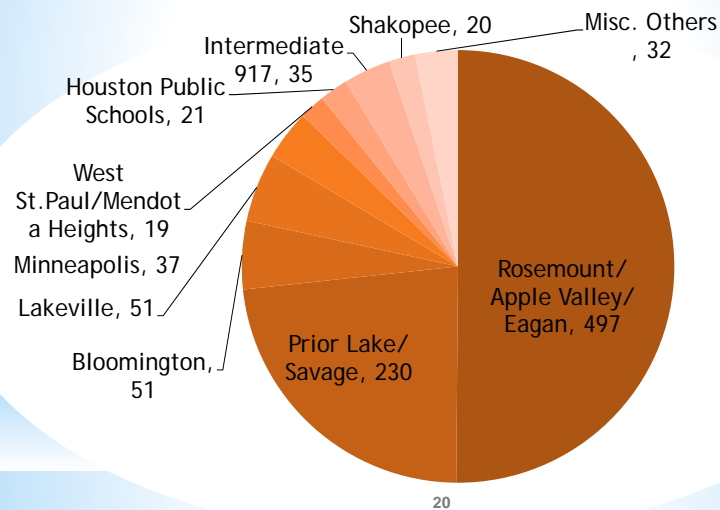
## School Choice 2010-2011

Total Students Served of 9,754 includes 9,189 of residents and 565 of Non-residents.



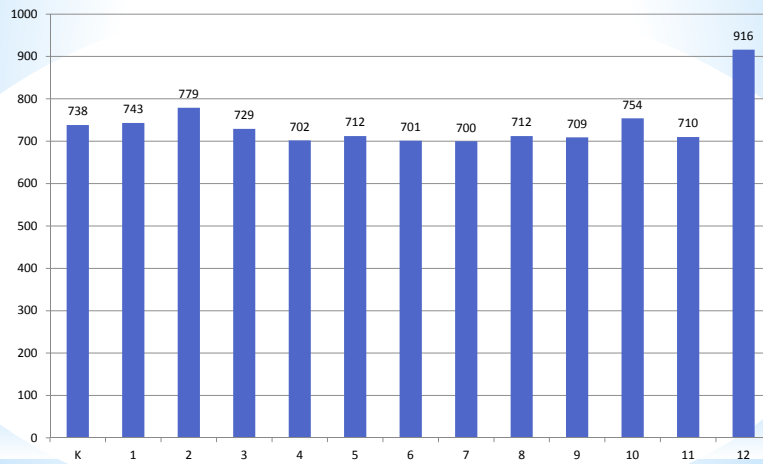
## School Choice 2010-2011

Resident students served elsewhere attended:



## 2011 -12 Grade Level Enrollment - Oct 1<sup>st</sup>

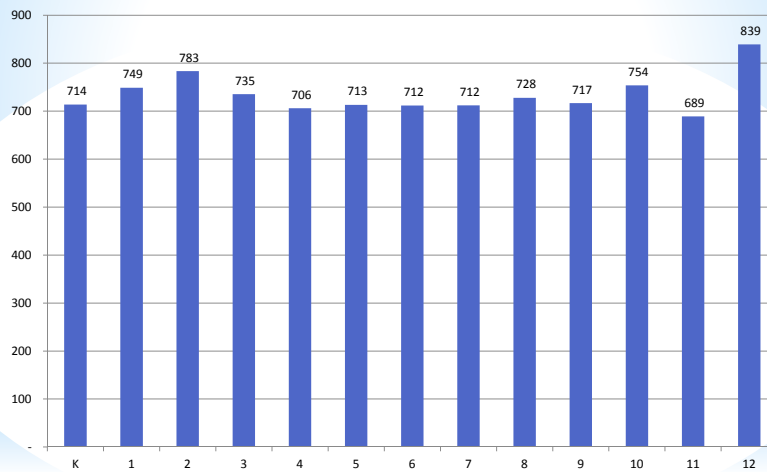
9,605 Total Fall Enrollment



21

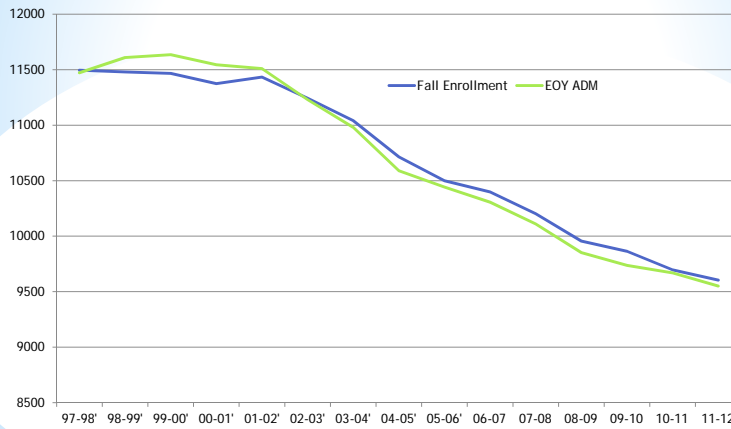
## 2011 -12 Grade Level Enrollment - End Of Year

9,550 Total Projected End of Year Enrollment



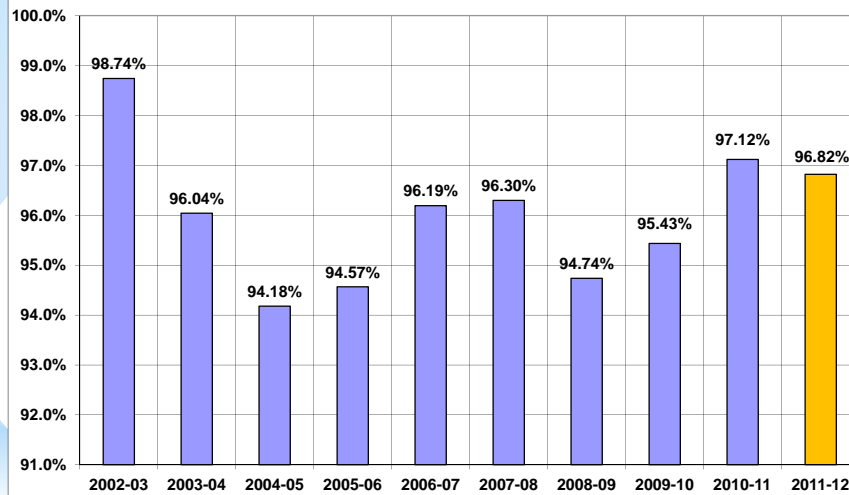
22

## Historical, Current & Future Enrollment K-12

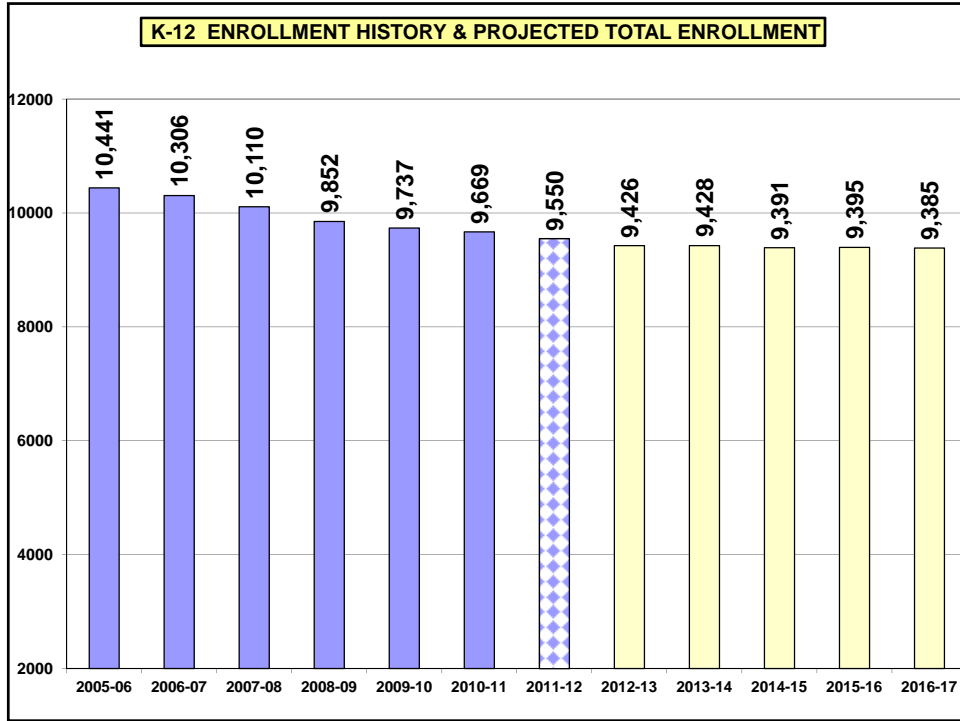


23

## Percent of End-of-Year Adjusted ADM to Fall Enrollment



24



**Burnsville-Eagan-Savage #191**  
**2011-2012 ENROLLMENT PROJECTION EOY ADM (with stable Kindergarten #)**

GRADE	HISTORICAL					*	CURRENT	*	FUTURE ENROLLMENT PROJECTIONS				
	06/07	07/08	08/09	09/10	10/11		11/12		12/13	13/14	14/15	15/16	16/17
KDG	727.4	723.9	723.1	683.0	718.5	*	713.7	*	713.7	713.7	713.7	713.7	713.7
GRADE 1	767.6	751.3	753.1	756.4	763.8	*	748.7	*	758.3	758.3	758.3	758.3	758.3
GRADE 2	789.8	737.8	724.5	737.9	744.2	*	783.4	*	743.3	752.9	752.9	752.9	752.9
GRADE 3	<u>760.1</u>	<u>786.8</u>	<u>707.3</u>	<u>724.8</u>	<u>716.2</u>	*	<u>735.4</u>	*	769.7	730.3	739.7	739.7	739.7
KDG-GRADE 3	3044.9	2999.8	2908.0	2902.1	2942.68	*	2981.2	*	2985.0	2955.2	2964.6	2964.6	2964.6
GRADE 4	712.2	728.9	769.5	704.3	729.1	*	706.0	*	728.2	762.3	723.3	732.5	732.5
GRADE 5	765.1	711.9	713.2	739.6	703.1	*	713.1	*	693.0	714.8	748.2	709.9	719.0
GRADE 6	<u>768.4</u>	<u>759.6</u>	<u>716.2</u>	<u>694.1</u>	<u>731.0</u>	*	<u>711.7</u>	*	710.2	690.1	711.9	745.2	707.0
GRADES 4-6	2245.7	2200.4	2198.9	2138	2163.15	*	2130.8	*	2131.4	2167.2	2183.4	2187.6	2158.5
<b>TOTAL K-6</b>	<b>5290.6</b>	<b>5200.2</b>	<b>5106.9</b>	<b>5040.1</b>	<b>5105.83</b>	*	<b>5112</b>	*	<b>5116</b>	<b>5122</b>	<b>5148</b>	<b>5152</b>	<b>5123</b>

**HISTORY**=2006-20010 History taken from the Gender-Ethnicity by Grade by District File of the MDE (GEGD) including Extended Day/Year Students

**CURRENT**=2011-2012 END of Year ADM Projected including Extended Day/Year Students

**FUTURE PROJECTIONS**= based on weighted ratio 5 years

**Burnsville-Eagan-Savage #191**  
**2011-2012 ENROLLMENT PROJECTION EOY ADM (with stable Kindergarten #)**

GRADE	HISTORICAL					*	CURRENT	*	FUTURE ENROLLMENT PROJECTIONS				
	06/07	07/08	08/09	09/10	10/11		11/12		12/13	13/14	14/15	15/16	16/17
GRADE 7	808.3	764.6	751.6	730.3	700.9	*	712.1	*	708.9	707.4	687.4	709.1	742.2
GRADE 8	803.2	801.1	753.0	753.8	717.6	*	727.8	*	716.6	713.3	711.9	691.8	713.6
GRADE 9	<u>824.7</u>	<u>824.6</u>	<u>813.3</u>	<u>743.3</u>	<u>761.2</u>	*	<u>716.7</u>	*	730.3	719.0	715.8	714.3	694.1
GRADES 7-9	2436.2	2390.3	2317.9	2227.4	2179.61	*	2156.6	*	2155.8	2139.7	2115.1	2115.2	2149.9
						*		*					
GRADE 10	846.3	832.2	817.6	838.1	726.9	*	753.9	*	714.2	727.7	716.5	713.3	711.8
GRADE 11	875.3	805.9	792.6	792.7	817.2	*	689.1	*	724.2	686.1	699.1	688.3	685.2
GRADE 12	<u>857.6</u>	<u>881.8</u>	<u>816.8</u>	<u>840.6</u>	<u>839.7</u>	*	<u>839.1</u>	*	715.5	752.1	712.4	725.9	714.8
GRADES 10-12	2579.2	2519.9	2427	2471.4	2383.8	*	2282.1	*	2153.9	2165.9	2128.0	2127.5	2111.8
						*		*					
<b>GRADES 7-12</b>	<b>5015.4</b>	<b>4910.2</b>	<b>4744.9</b>	<b>4698.8</b>	<b>4563.38</b>	*	<b>4438.7</b>	*	<b>4309.7</b>	<b>4305.6</b>	<b>4243.1</b>	<b>4242.7</b>	<b>4261.7</b>
						*		*					
<b>KDG-GRADE 12</b>	<b>10306</b>	<b>10110.4</b>	<b>9851.8</b>	<b>9738.9</b>	<b>9669.21</b>		<b>9550.7</b>		<b>9426.1</b>	<b>9428.0</b>	<b>9391.1</b>	<b>9394.9</b>	<b>9384.8</b>

**HISTORY**=2006-20010 History taken from the Gender-Ethnicity by Grade by District File of the MDE (GEGD) including Extended Day/Year Students

**CURRENT**=2011-2012 END of Year ADM Projected including Extended Day/Year Students

**FUTURE PROJECTIONS**= based on weighted ratio 5 years

**SUMMARY OF RESIDENTS/NON-RESIDENTS**

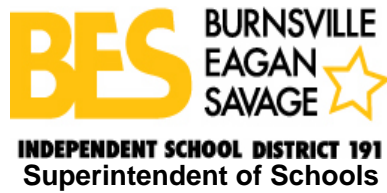
	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>
191 Residents Total	10,594	10,497	10,476	10,504
191 Residents Attending	9,707	9,420	9,274	9,189
191 Residents Attending Elsewhere	887	1,077	1,202	1,314
Open Enrolled Out				
Residents attending elsewhere	(620)	(788)	(894)	(992)
Open enrolled In				
Non-Residents attending 191	450	479	503	538
Difference	(170)	(309)	(391)	(454)
Tuitioned Out	(59)	(63)	(62)	(59)
191 Residents attending Charters	(208)	(227)	(247)	(264)

**Residents Attending Other Districts ( Open Enrollment-Out) Over 20 Students Attending**

<u>District</u>	Students			
	2007-08	2008-09	2009-10	2010-11
Rosemount/ Apple Valley/ Eagan	281	376	439	497
Prior Lake/ Savage	148	185	208	230
Bloomington	44	45	53	51
Lakeville	20	30	37	51
Minneapolis	22	27	32	37
West St.Paul/Mendota Heights	21	22	20	19
Houston Public Schools	12	18	19	21
Intermediate 917	28	33	33	35
Shakopee	26	25	26	20
Misc. Others	19	27	28	32

**Residents Attending Charter Schools- Over 20 Students Attending**

<u>District</u>	Students			
	2007-08	2008-09	2009-10	2010-11
Paideia	63.20	53.62	57.44	53.54
Seven Hills Classical Academy	33.20	36.88	38.00	30.00
Tarek IBN Ziyad Academy	22.79	33.13	37.59	33.83
Minnesota Transitions Charter School	14.22	34.08	29.19	42.04
Aspen Academy	-	5.62	18.62	25.68



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TO: Members, Board of Education

Agenda IV.B  
November 3, 2011

FROM: Randy Clegg, Superintendent

DATE: October 28, 2011

RE: Board Policy Revisions

**Recommendation:** That the Board of Education approve, on a first reading basis, revisions to Policy ING and ING-R, *Animals in the School*, Policy ACD/JBD, *Bullying Prohibition*, and Policy JO, *Protection & Privacy of Student Records*.

The Policy Review Committee has reviewed and supports the approval of Policies ING and ING-R, ACD/JBD, and JO as revised.

Descriptor Term: **Animals in the School**  
Descriptor Code: **ING**  
Issued Date: **1/86**  
Reviewed Date: **4/09 10/11**  
Revised Date: **4/10**  
Rescinds: **1/10**

**D R A F T**

## ANIMALS ACCOMPANYING STUDENTS IN DISTRICT 191 SCHOOLS

### Pets and Instructional Related Animals

Permission from the site administrator must be obtained prior to an animal being in a school. The discretion to allow or refuse permission for an animal to be on school grounds rests solely with the administrator. If the administrator grants permission the following requirements apply:

Dogs must be accompanied by proof of current vaccination for rabies and distemper-parvo.

The owner shall be liable for any damage done to property by the animal.

The owner is responsible for the humane care and treatment of the animal.

The owner may be asked to remove the service animal if it poses a significant health or safety risk or disrupts or may disrupt the educational environment.

Animals will not be allowed in food preparation, storage or eating areas.

### Service Animals

A student with a disability may be accompanied by a service animal in public places within District 191 consistent with Minnesota Statutes §256 and §363A.19. A service animal is defined for the purposes of this policy as any dog any animal that has been individually trained to do work or perform tasks for the benefit of a person with disabilities. The person with a disability must:

Properly harness or leash the service animal and maintain control of the animal.

~~The service animal must be identified as having been trained by a recognized school for service animals.~~

~~The service animal (if a dog) must be accompanied by proof~~ Proof of vaccination for rabies and distemper-parvo. must be provided before any service animal is allowed to work in a school.

The person shall be liable for any damage done to property by the ~~dog.~~ service animal.

The person is responsible for the humane care and treatment of the service animal.

The person may be asked to remove the service animal if it poses a significant health or safety risk to the person or others.

## Non - Service Animals

A student with a disability who wishes to be accompanied in a school building including a classroom, lunchroom or other area within the school building by a non-service animal should request that the student's Individual Education Program (IEP) team or Section 504 team consider whether the non-service animal is necessary to provide the student with a free appropriate public education.

The non-service animal will be permitted to accompany the student if the student requires the animal in order to receive an appropriate education as determined by the IEP or Section 504 team. In such a case, the following apply:

~~The non-service animal is identified as having been trained by a recognized school for training animals.~~

The non-service animal is harnessed or leashed and controlled by the person with disabilities.

~~A dog must be accompanied by proof~~ Proof of vaccination for rabies and distemper-parvo-~~must be provided before any non-service animal is allowed to work in a school.~~

The person shall be liable for any damage done to property by a ~~dog.~~ non-service animal.

The person is responsible for the humane care and treatment of the non-service animal.

The person may be asked to remove the non-service animal if it poses a significant health or safety risk or creates or may create disruption to the educational environment.

## ANIMALS ACCOMPANYING EMPLOYEES OR OTHER ADULTS IN DISTRICT 191 SCHOOLS

Service animals are permitted to accompany a person with disabilities consistent with Minnesota Statutes §256C and §363A.19. A person who is training a dog to be a service dog shall also be permitted to have a dog on school property.

A service animal is defined for the purposes of this policy as ~~a guide dog, or signal dog or other animal~~ any animal trained to do work or perform tasks for the benefit of a person with disabilities. The person with a disability must:

Properly harness or leash the service animal and maintain control of the animal.

~~The service animal must be identified as having been trained by a recognized school for service animals.~~

~~The service animal (if a dog) must be accompanied by proof~~ Proof of vaccination for rabies and distemper-parvo- must be provided before any service animal is allowed to work in a school.

The person shall be liable for any damage done to property by the ~~dog.~~ service animal.

The person is responsible for the humane care and treatment of the service animal.

The person may be asked to remove the service animal if it poses a significant health or safety risk to the person or others.

### Legal References:

The Individuals with Disabilities Education Act, 20 U.S.C. §1401 *et seq*

Section 504 of the Rehabilitation Act of 1973

Minn.Stat. §256C.01 - .03

Minn. Stat. § 363A. 19

The Americans with Disabilities Act ,48U.S.C.§ 12101 *et seq.*

28 C.F.R. 36.302(c)(1)  
Descriptor Term: **Guidelines Animals in the School**  
Descriptor Code: **ING-R**  
Issued Date: **1/86**  
Reviewed Date: **~~4/09~~ 8/11**  
Revised Date: **~~4/10~~**  
Rescinds:

Site Administrators must grant permission prior to a non-service animal being allowed in a school.

All interactions between animals and students will be supervised.

Non-service animals will not be allowed in food preparation, storage or eating areas.

Thorough hand washing with soap and water will take place after any contact with animals, their equipment, cages or food. This is especially important in the case of handling reptiles such as turtles and iguanas.

The following animals will not be allowed in school: Cats, stray animals, aggressive animals, poisonous animals – spiders, snakes, venomous insects and baby ducks or chicks.

The following conditions must be met for safety and sanitation:

#### Caged Animals

Cages must be kept on a table, counter or shelf, and set in a metal or plastic tray, or a cardboard tray with a plastic liner. If the cage has a built-in bottom, it may be placed on the floor.

Owners of the animals are responsible for feeding, watering and cage-cleaning functions including the area around the cage and floor as needed. These functions may be delegated to a specified district employee or student who accepts responsibility. Cleaning and disposal of cage contents should be done frequently using gloves. Bacteria and allergen in the urine should be considered when housing an animal in a classroom.

#### Visiting Animals

Dogs must be accompanied by copies of their vaccination dates against rabies and distemper-parvo. When possible, it is preferable for students to go outside and visit the animal rather than have the animal visit the students in the building.

#### Animal Bites

If an animal bite occurs, administer first aid as necessary and notify the health office.

#### Other Emergency Situations

In the event of an emergency situation, (i.e., building closure, natural catastrophe) a plan of care to house and care for the animal will be the responsibility of the classroom teacher and site administrator).

#### Determining Need for Non-Service Animals

IEP/504 teams will meet to consider the need for an animal to accompany a student to school. The Team will address any specific goal/objective that would pertain to the animal and how the student's need would be addressed and if the use of the animal is the only and best means for meeting the student's need. These considerations would be balanced with the needs of other students in the school/classroom including allergies, asthma, and cultural concerns.

## **A – Foundations and Basic Commitment**

Descriptor Term: **Bullying Prohibition**

Descriptor Code: **ACD/JBD**

Issued Date: **3/06**

Reviewed Date: **10/11**

Revised Date: ?/11

Rescinds:

**D R A F T**

### **I. INTRODUCTION**

The Board of Education has determined that a safe and civil environment is necessary for students to learn and achieve high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with students' ability to learn and teachers' ability to educate students in a safe environment. Bullying has a harmful social, physical, psychological and academic impact on bullies, victims and bystanders. The school district consistently and vigorously addresses bullying so that there is no disruption to the learning environment and learning process.

This policy is in effect while students, employees or volunteers are on property within the jurisdiction of the board, including but not limited to, all school district buildings, school grounds, and school property, school bus stops, school buses, school vehicles, school-contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance to or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events or trips. This policy also includes conduct away from school grounds if the conduct directly affects the good order, efficient management and welfare of the school or school district.

### **II. DEFINITIONS**

Bullying may **involve** be repeated behavior and involves an imbalance of power. Bullying is deliberate, systematic, repeated, or recurrent conduct committed by a student or a group of students against another student that causes measurable physical harm, emotional distress, or is intended to cause fear or intimidation. Bullying includes any written or verbal expression, physical act or gesture, or pattern thereof, that is intended to cause or is perceived as causing distress to a student or a group of students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance.

Bullying may be motivated by an actual or perceived distinguishing characteristic such as, but not limited to, age, color, national origin, race, ethnicity, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, socioeconomic status, or familial status.

Bullying may involve teasing, social exclusion, threat, intimidation, stalking, physical violence, theft, sexual, religious or racial harassment, public humiliation or destruction of property.

Bullying may include the use of any electronic communication device through means including, but not limited to, e-mail, instant messaging, text messages, blogs, mobile phones, pagers, online games and websites.

### **III. PROHIBITION**

An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions within the jurisdiction of the board of education. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying that interferes with

or obstructs the mission or operations of the school district or the safety or welfare of the students, ~~other students~~, or employees.

No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

False accusations or reports of bullying against another student are prohibited.

A person who engages in an act of bullying, reprisal, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline for that act in accordance with school district's policies and procedures. Consequences for students who commit prohibited acts of bullying may range from positive behavior interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

The school district will act to investigate all complaints of bullying and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

#### **IV. REPORTING PROCEDURES**

Any person who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying shall report the alleged acts immediately to a teacher, building administrator, or district administrator. All reports of bullying involving a student or students shall be immediately forwarded to the building principal.

All reports of bullying involving a district employee or other adults shall be immediately forwarded to the Executive Director of Organizational Development. School district personnel who knowingly fail to report conduct that may constitute bullying in a timely manner may be subject to disciplinary action.

Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.

#### **V. SCHOOL DISTRICT ACTION**

Upon receipt of a complaint or report of bullying, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.

The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable laws.

Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations.

The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the

parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report.

#### **VI. REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report of alleged bullying or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

#### **VII. TRAINING**

The school district annually will provide information and any applicable training to school district staff regarding this policy.

The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying.

The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and to make resources or referrals to resources available to victims of bullying.

#### **VIII. DISCLOSURE AND PUBLIC REPORTING**

This policy will be distributed annually to all students enrolled in the school district, their parents and/or guardians and employees. It will also be distributed to all organizations having cooperative agreements with the school district. This policy shall be included in student and staff handbooks and appear on the district website.

Records will be maintained on the number and types of reports made and sanctions imposed for incidents found to be in violation of this bullying policy.

An annual summary report shall be prepared and presented to the school board, which includes trends in bullying behavior and recommendations on how to further reduce bullying behavior.

Legal References:       Minn. Stat. 120B.232 (Character Development Education)  
                                  Minn. Stat. 121a.03 (Sexual, Religious and Racial Harassment and Violence)  
                                  Minn. Stat. 121A.40-121A.56 (Pupil Fair Dismissal Act)  
                                  Minn. Stat. 121A.69 (Hazing Policy)

Descriptor Term: **Protection and Privacy of Student Records**

**D R A F T**

Descriptor Code: **JO**

Issued Date: **10/97**

Reviewed Date: ~~2/11~~ **10/11**

Revised Date: ~~3/11~~

Rescinds:

## 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; degrees honors and awards received; 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 prekindergarten programs, no information will be defined as directory information.

#### 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.
  - 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.

#### 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. Or under contract with 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 contractor. The District may use consultants contracted through an agency/ organization to assist with student programming and those individuals would have access to student data.

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;