

School Board Meeting Agenda
Tuesday, August 17, 2020
5:00 pm
Conducted Remotely Via Google Hangouts Meeting

Board Members Josh MacLachlan, Amy Charpentier, Tennille Warren, Katie Siewert, Rachael McNamara, David Massey

Others Present: Nate Winter - CLA (Ex Officio), AAHS TPS Representatives: Stephanie Bade

Agenda

1. **Call to Order:**
2. **Conflict of Interest Check:**
3. **Approval of September 15, 2020 Agenda:**
4. **Approval of August 17, 2020 Minutes:**
5. **Public Comments:**
6. **Financial Report: (Josh MacLachlan - Treasurer, Nate Winter - CLA)**
 - a. Review of FY20 ADM report & June 2020 Preliminary Financial Report
 - b. Approval of August 2020 Financial Report
 - c. Approval of August 2020 Disbursements
7. **Ex Officio Report: (Stephanie Bade)**
8. **Student Data Report – Katie Siewert**
9. **Strategic Items**
 - a. Updates on Virtual Learning Roadmap
 - b. Board Training from mncharterboard.com
 - i. Adopt Required Reports #1: WBWF Strategic Plan
 - ii. Adopt Required Reports #2: WBWF Summary Report
 - c. PSEO Contracting proposal - Third Reading
 - d. Review of Authorizing Update Email from Osprey Wilds
10. **Action Items**

School Board Meeting Agenda & Minutes
Tuesday, July 21, 2020

- a. Approval of Policy 512 - Student Educational Data Policy - Tabled from August Meeting
- b. Approval Policy 513 - Protection and Privacy of Student Records - Tabled from August Meeting

11. Adjourn

School Board Meeting Agenda
Tuesday, August 17, 2020
5:00 pm
Conducted Remotely Via Google Hangouts Meeting

Board Members Present Remotely Josh MacLachlan, Amy Charpentier, Rachael McNamara, Tennille Warren, Katie Siewert

Others Present: Nate Winter - CLA (Ex Officio), AAHS TPS Representatives: Julie Peterson, Heather Fjelstad

Absent: David Massey, Rachael McNamara

Agenda

1. Call to Order:

- a. Amy Charpentier Calls meeting to order at 5:03

2. Conflict of Interest Check:

- a. None to report.

3. Approval of August 17, 2020 Agenda:

- a. Katie Siewert motions to approve the August 17, 2020 agenda with addition of 10e: Acknowledgement of resignation of LeAnn Lindusky, Amy seconds.
- b. Discussion:
 - i. Formally acknowledge resignation
- c. Motion passes with following votes:
 - i. Josh MacLachlan - Aye
 - ii. Tenille Warren - Aye
 - iii. Katie Siewert - Aye
 - iv. Amy Charpentier - Aye

4. Approval of July 21, 2020 Minutes:

- a. Tenille Warren motions to approve the July 21, 2020 Minutes, Katie Siewert seconds.
- b. Discussion:
 - i. Nothing further to note
- c. Motion passes with following votes:
 - i. Josh MacLachlan - Aye
 - ii. Tenille Warren - Aye
 - iii. Katie Siewert - Aye
 - iv. Amy Charpentier - Aye

School Board Meeting Agenda & Minutes
Tuesday, July 21, 2020

5. Public Comments:

- a. No Public Comments

6. Financial Report: (Josh MacLachlan - Treasurer, Nate Winter - CLA)

a. Approval of FY20 ADM report

- i. Josh MacLachlan motions to approve FY20 ADM report, Amy Charpentier seconds.
- ii. Discussion:
 - 1. Preliminary. Review only. Will approve final report.
 - 2. Updated as of 7/31
 - a. Errors have been resolved
 - b. ADM at 96.31
- iii. Motion passes with following votes:
 - 1. Josh MacLachlan - Nay
 - 2. Tenille Warren - Nay
 - 3. Katie Siewert - Nay
 - 4. Amy Charpentier - Nay

b. Approval of June 2020 Preliminary Financial Report

- i. Josh MacLachlan motions to approve June 2020 Preliminary Financial Report, Amy Charpentier seconds.
- ii. Discussion:
 - 1. Preliminary. Review only. Will approve final report.
 - 2. Waiting on final audit report. May be invoices still coming.
 - 3. ADM at 96.31
 - 4. Current receivables at \$309K
 - 5. Audit date is 10/1/2020
- iii. Motion passes with following votes:
 - 1. Josh MacLachlan - Nay
 - 2. Tenille Warren - Nay
 - 3. Katie Siewert - Nay
 - 4. Amy Charpentier - Nay

c. Approval of June 2020 Preliminary Disbursements

- i. Josh MacLachlan motions to approve June 2020 Preliminary Disbursements, Katie Siewert seconds.
- ii. Discussion:
 - 1. Nothing to note
- iii. Motion passes with following votes:
 - 1. Josh MacLachlan - Aye
 - 2. Tenille Warren - Aye
 - 3. Katie Siewert - Aye
 - 4. Amy Charpentier - Aye

d. Approval of July 2020 Financial Report

School Board Meeting Agenda & Minutes
Tuesday, July 21, 2020

- i. Josh MacLachlan motions to approve July 2020 financial report, Katie Siewert seconds.
 - ii. Discussion:
 - 1. 8% through year
 - 2. Budgeted ADM of 99. Won't know actual ADM until school starts
 - 3. Current receivables: \$309K
 - 4. All balances are estimated so any changes will be adjusted as needed
 - 5. \$26K due to be given to school for COVID relief funds. Not official. Letter sent from state.
 - iii. Motion passes with following votes:
 - 1. Josh MacLachlan - Aye
 - 2. Tenille Warren - Aye
 - 3. Katie Siewert - Aye
 - 4. Amy Charpentier - Aye
- e. Approval of July 2020 Disbursements**
- i. Josh MacLachlan motions to approve July 2020 disbursements, Katie Siewert seconds.
 - ii. Discussion:
 - 1. Nothing to note
 - iii. Motion passes with following votes:
 - 1. Josh MacLachlan - Aye
 - 2. Tenille Warren - Aye
 - 3. Katie Siewert - Aye
 - 4. Amy Charpentier - Aye

7. Ex Officio Report: (Julie Peterson and Heather Fjelstad)

- a. Committees have been working to get ready for year
- b. 16 new students enrolled as of 8/17/2020
- c. TPS Developed "Digital Learning Roadmap"
 - i. 4 Levels
 - ii. Wanted to start on stage 2 but decided to
- d. Katie asks why desire to keep it to one stage per quarter
 - i. When progressing up stages, school wants students who opt to
- e. Josh reviews updates to hybrid learning plan and curriculum
 - i. Key areas of improvement
 - 1. Personalized Growth Plans for each student
 - 2. Establish baseline (probes)
 - 3. Family Engagement
- f. Once approved, TPS will send out all information in Digital Learning Roadmap including;
 - i. Stages
 - ii. Changes to Digital learning (Personalized Growth Plan)
 - iii. Etc.

School Board Meeting Agenda & Minutes
Tuesday, July 21, 2020

- g. The state has assigned a liaison from MDH to help school make calls on how and when to switch stages.

8. Student Data Report – Katie Siewert

- a. New data
 - i. Math growth - challenge getting data, first time to get
 - ii. Lab report - Measure at 73% - Meets
 - iii. 7-year grad rate just below approaches.
 - iv. Post secondary options and post secondary readiness data received is inaccurate. Julie will look into it.
 - v. Life plan data - only 14 data points - Josh and Julie will inquire about this.
 - vi. Only 21.8% of students have attendance rate of 90 or above
 - vii. Overall attendance rate is 77% - approaches
- b. TPS will develop data calendar

9. Strategic Items

- a. Review of Virtual Learning Roadmap
 - i. See notes in ex officio report
 - 1. 4 Stages: All virtual, By appointment, A/B schedule, Full in-person
 - 2. School year will start on level 1
 - a. Was going to start on level 2 but, after considering guidance from state-appointed liaison, backing up to stage 1
 - b. Data that affected this decision:
 - i. Parent feedback
 - ii. MDH, MDE, and CDC
- b. Review of updates to virtual and hybrid learning plan and curriculum
 - i. See notes in ex officio report
 - 1. 3 Key areas of improvement
 - a. Personalized Growth Plans for each student
 - b. Establish baseline (probes)
 - c. Family Engagement
- c. Review of updated brand standards
 - i. Identified Primary and secondary logos, landmarks, fonts, color palettes, mascot, and catchphrase: “come have an ‘AHA’ moment at Academic Arts High School”
 - ii. Will begin converting logos on website, social media, etc.
- d. Review of FY21 Board Training Schedule
 - i. Trainings scheduled out until March

School Board Meeting Agenda & Minutes
Tuesday, July 21, 2020

- ii. Review of schedule will determine trainings for remainder of the year
- e. PSEO Contracting proposal - Second Reading
 - i. No updates

10. Action Items

- a. Approval of Policy 512 - Student Educational Data Policy - Third Reading
 - i. Josh MacLachlan motions to table Policy 512 - Student Educational Data Policy, Katie seconds.
 - ii. Discussion:
 - 1. requested updates have not been made yet
 - iii. Motion passes with following votes:
 - 1. Josh MacLachlan - Aye
 - 2. Tenille Warren - Aye
 - 3. Katie Siewert - Aye
 - 4. Amy Charpentier - Aye
- b. Approval Policy 513 - Protection and Privacy of Student Records - Second Reading
 - i. Josh MacLachlan motions to table 513 - Protection and Privacy of Student Records, Tenille seconds.
 - ii. Discussion:
 - 1. requested updates have not been made yet
 - iii. Motion passes with following votes:
 - 1. Josh MacLachlan - Aye
 - 2. Tenille Warren - Aye
 - 3. Katie Siewert - Aye
 - 4. Amy Charpentier - Aye
- c. Approval of anti-racist anti-bias commitment statement
 - i. Josh MacLachlan motions to approve ... , Tenille seconds
 - ii. Discussion:
 - 1. Tenille asks:
 - a. are we aligning with Organization of BLM and/or the movement of BLM
 - b. The wording in the statement makes clear that the school supports the movement.
 - c. The statement gives hope.
 - iii. Motion passes with following votes:
 - 1. Josh MacLachlan - Aye
 - 2. Tenille Warren - Aye
 - 3. Katie Siewert - Aye
 - 4. Amy Charpentier - Aye
- d. Approval of Virtual Learning Roadmap authority for TPS
 - i. Josh Motions to approve, Katie second
 - ii. Discussion:

School Board Meeting Agenda & Minutes
Tuesday, July 21, 2020

1. TPS is using data aptly and have a clear plan.
 2. School may have to switch between stages immediately (less than 24 hours) if directed to by MDH. Emergency meetings of board may not be possible.
 3. Board would expect an announcement ASAP when changes to stages happen.
- iii. Motion passes with following votes:
1. Josh MacLachlan - Aye
 2. Tenille Warren - Aye
 3. Katie Siewert - Aye
 4. Amy Charpentier - Aye
- e. Acknowledgment of Resignation of Leann Lindusky
- i. LeAnn has resigned. Her service has been appreciated. She will be missed on the board.

11. Adjourn

- a. Katie Siewert motions to Adjourn at 6:39pm



- August 2020 -
Financial Statements

Prepared By:
Nate Winter



TABLE OF CONTENTS

Executive Summary.....	3
Dashboard.....	4
Comparative Balance Sheet.....	5
Balance Sheet by Fund.....	6
Income Statement.....	7-8
Check Register.....	9
Cash Receipt Register.....	10
Selected Information.....	11

Academic Arts High School Executive Summary

To accompany the August 2020 financial statements, as presented to the School Board

** As of month-end, 17% of the year was complete

Enrollment

- Current Approved Budget: 99
- Current School Enrollment: 92
- Current Average ADM: 92
- Variance: -7

Statement of Activities

Cash at the end of August was \$304K, which is a \$139K increase from the prior month. The current year estimated state receivable that is owed to the School through month end was \$90K. The prior year state receivable owed to the School is being estimated as \$177K.

The beginning estimated fund balance for the year is \$351,878.

Schedule of Budget and Actual Revenue and Expenses

The % of Budget column is where the School was for the month of August:

- Revenues for the month were at 16% of budget:
 - Two IDEAS payments on the 15th and 30th
 - Local Deposits
- Expenditures for the month were at 7% of budget:
 - Normal monthly payments of rent, benefits, contracted services, and supplies went out

Other Items of Importance

- All beginning balances are currently being estimated for FY20. The audit fieldwork will take place in October and will be finalized at that time.

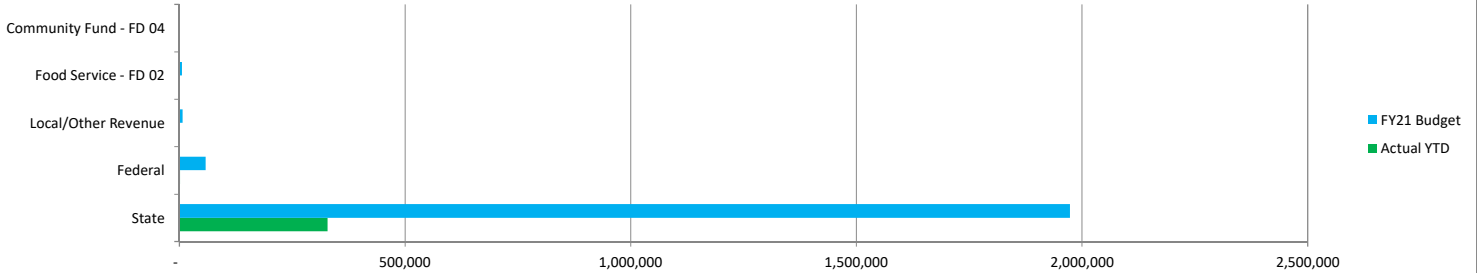
Academic Arts High School Financial Dashboard

August 2020 17% of School Year Complete

REVENUE

<u>Total Revenue this Month</u> \$249,534	<u>Total Revenue YTD</u> \$330,889	<u>Budgeted Revenue FY21</u> \$2,046,048	<u>% of Revenue Budget</u> 16%
--	---------------------------------------	---	-----------------------------------

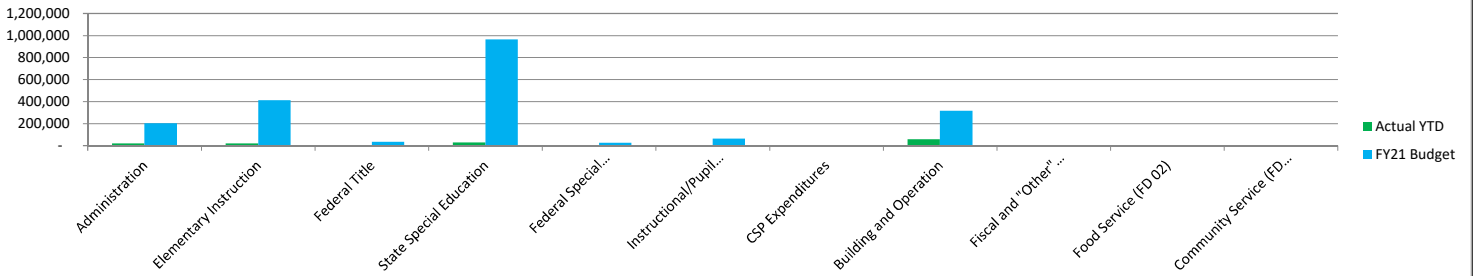
Revenue - Actual vs. Budget



EXPENSE

<u>Total Expense this Month</u> \$69,509	<u>Total Expense YTD</u> \$132,866	<u>Budgeted Expense FY21</u> \$2,027,201	<u>% of Expense Budget</u> 7%
---	---------------------------------------	---	----------------------------------

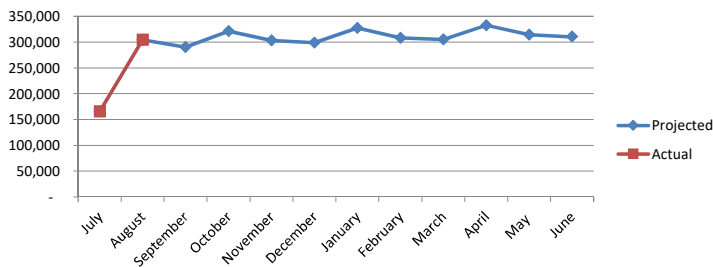
Expense - Actual vs. Budget



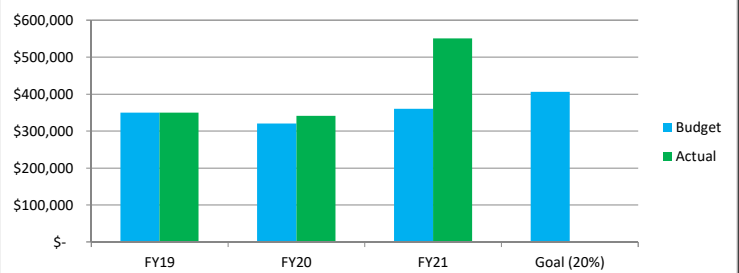
BALANCE SHEET

<u>Cash at End of Month</u> \$304,447	<u>Cash at End of Prior Month</u> \$165,603	<u>Beginning Fund Balance - FY21</u> \$351,878	<u>Budgeted Fund Balance - End of FY21</u> \$359,907
<u>Cash at Beginning of Year</u> \$172,882	<u>Projected Cash Balance- End of FY21</u> \$310,282	<u>Fund Balance at Month End</u> \$549,901	<u>Long-Term Fund Balance Goal (20%)</u> \$405,440

Cash Flow Projection



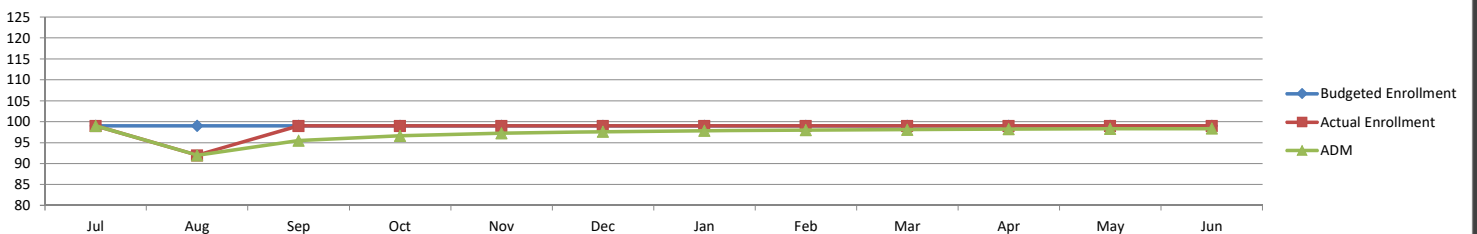
Fund Balance - Budget vs. Actual



ENROLLMENT

<u>Actual Enrollment at Month End</u> 92	<u>Budgeted Enrollment</u> 99	<u>Actual ADM - YTD</u> 92	<u>Actual vs. Budgeted Enrollment Variance</u> (7)
---	----------------------------------	-------------------------------	---

Actual vs. Budgeted Enrollment



No assurance is provided on these financial statements and supplementary information. See selected information.

Academic Arts High School
Comparative Balance Sheet - All Funds
As of August 2020

	<i>Current Month</i>	<i>Prior Month</i>	<i>\$ Change</i>	<i>Un-Audited</i>	<i>YTD \$ Change</i>
	8/31/2020	7/31/2020		6/30/2020	
ASSETS:					
Current Assets:					
Cash	304,447	165,603	138,844	172,882	131,565
Accounts Receivable	-	-	-	-	-
Due from MDE - Prior Year Receivable	176,729	308,573	(131,844)	-	176,729
Due from MDE - Current Year Estimate	89,584	44,911	44,673	306,451	(216,866)
Due from Federal	22,164	2,016	20,148	20,243	1,921
Prepays	236	236	(0)	19,736	(19,500)
Total Current Assets	593,160	521,339	71,821	519,311	73,849
Capital Assets:					
Buildings and Equipment	-	-	-	-	-
Less: Accumulated Depreciation	-	-	-	-	-
Total Net Capital Assets	-	-	-	-	-
TOTAL ASSETS	593,160	521,339	71,821	519,311	73,849
LIABILITIES:					
Current Liabilities:					
Salaries Payable	27,508	41,931	(14,423)	82,154	(54,645)
Accounts Payable	9,923	22,289	(12,366)	17,405	(7,482)
Payroll Liabilities	5,828	13,260	(7,432)	67,873	(62,046)
Other Liabilities	-	-	-	-	-
Unearned Revenue	-	-	-	-	-
Line of Credit	-	-	-	-	-
Total Current Liabilities	43,259	77,480	(34,220)	167,432	(124,173)
FUND BALANCE					
Beginning Fund Balance as of July 1, 2020	351,878	341,059	-	349,075	
Net Income, FY2020 to Date	198,023	102,801	95,222	2,803	195,219
Ending Fund Balance	549,901	443,860	106,041	351,878	198,023
TOTAL FUND BALANCE	549,901	443,860	106,041	351,878	198,023
TOTAL LIABILITIES AND FUND BALANCE	593,160	521,339	71,821	519,311	73,849

No assurance is provided on these financial statements and supplementary information. See selected information.

Academic Arts High School

Balance Sheet

As of August 2020

	ALL FUNDS	<i>General Fund</i>	<i>Food Service</i>	<i>Community Fund</i>	<i>Capital Assets</i>
	Total	FD 01	FD 02	FD 04	FD 98
ASSETS:					
Current Assets:					
Cash	304,447	326,046	(21,599)	-	-
Accounts Receivable	-	-	-	-	-
Due from MDE - Prior Year Receivable	176,729	176,729	-	-	-
Due from MDE - Current Year Estimate	89,584	89,584	-	-	-
	-	-	-	-	-
Due from Federal	22,164	21,112	1,053	-	-
Prepays	236	236	-	-	-
Total Current Assets	593,160	613,707	(20,547)	-	-
Capital Assets					
Buildings and Equipment					
(Less) Depreciation					
Total Net Capital Assets	-	-	-	-	-
TOTAL ASSETS	593,160	613,707	(20,547)	-	-
LIABILITIES:					
Current Liabilities:					
Salaries Payable	27,508	27,508	-	-	-
Accounts Payable	9,923	9,923	-	-	-
Payroll Liabilities	5,828	5,828	-	-	-
Other Liabilities	-	-	-	-	-
Unearned Revenue	-	-	-	-	-
Line of Credit	-	-	-	-	-
Total Current Liabilities	43,257	43,259	-	-	-
FUND BALANCE					
Beginning Fund Balance as of July 1, 2020	351,878	372,425	(20,547)	-	-
Net Income, FY 2021 to Date	198,023	198,023	-	-	-
Ending Fund Balance	549,901	570,448	(20,547)	-	-
Investment in Capital Assets	-	-	-	-	-
TOTAL LIABILITIES AND FUND BALANCE	593,160	613,707	(20,547)	-	-

Academic Arts High School
Income Statement - Variance
 As of August 2020

17% of Fiscal Year 2020-2021 Complete

	YTD Actual	YTD Budget	YTD Variance	FY21 Original Budget	% of Budget
FUND 01					
DISTRICT REVENUE - GENERAL FUND					
Local & Other	6	1,233	(1,228)	7,400	0%
State - Gen. Ed. Aid	239,377	147,870	91,507	887,220	27%
State - Special Education	-	151,569	(151,569)	909,412	0%
State - Lease Aid	-	26,017	(26,017)	156,103	0%
State - Other	-	3,506	(3,506)	21,035	0%
<i>Estimated State Holdback Recognized</i>	89,584	-	-	-	N/A
PY Over/Under Accrual	-	-	-	-	N/A
Federal - Title	-	5,646	(5,646)	33,878	0%
Federal - Special Ed.	1,921	4,167	(2,245)	25,000	8%
TOTAL DISTRICT REVENUE - GENERAL FUND	330,889	340,008	(9,119)	2,040,048	16%
DISTRICT EXPENDITURES - GENERAL FUND					
Administration & District Support Services					
Salary & Benefits	6,381	15,736	(9,355)	94,415	7%
Purchased Services	6,869	12,500	(5,631)	75,000	9%
Supplies & Equipment	1,259	3,250	(1,991)	19,500	6%
Other Fees	5,851	2,210	3,641	13,260	44%
Total Administration & District Support Expenditures	20,360	33,696	(13,335)	202,175	10%
Instructional Expenditures					
Salary & Benefits	20,026	63,341	(43,315)	380,047	5%
Purchased Services	-	2,167	(2,167)	13,000	0%
Supplies & Equipment	474	3,083	(2,609)	18,500	3%
Other Fees	-	-	-	-	0%
Total Instructional Expenditures	20,500	68,591	(48,091)	411,547	5%
Federal Title					
Salary & Benefits	-	1,950	(1,950)	11,699	0%
Purchased Services	-	2,530	(2,530)	15,179	0%
Supplies & Equipment	-	-	-	7,000	0%
Other Fees	-	-	-	-	0%
Total Federal Title Expenditures	-	4,480	(4,480)	33,878	0%
State Special Education					
Salaries/Wages and Benefits	24,532	145,521	(120,989)	873,127	3%
Purchased Services	-	2,040	(2,040)	12,240	0%
Supplies & Equipment	-	720	(720)	4,320	0%
Transportation	3,250	12,500	(9,250)	75,000	4%
Other Fees	-	-	-	-	0%
Total State Special Education Expenditures	27,782	160,781	(132,999)	964,687	3%

No assurance is provided on these financial statements and supplementary information. See selected information.

	YTD Actual	YTD Budget	YTD Variance	FY21 Original Budget	% of Budget
Federal Special Education					
Salaries/Wages and Benefits	-	-	-	-	0%
Purchased Services	-	2,500	(2,500)	15,000	0%
Supplies & Equipment	1,921	1,667	255	10,000	19%
Other Fees	-	-	-	-	0%
Total Federal Special Education Expenditures	1,921	4,167	(2,245)	25,000	8%
Instructional/Pupil Support					
Salary & Benefits	2,088	6,822	(4,734)	40,932	5%
Purchased Services	541	3,417	(2,875)	20,500	3%
Supplies & Equipment	1,886	-	1,886	-	0%
Other Fees	-	-	-	-	0%
Total Instructional Support Expenditures	4,515	10,239	(5,724)	61,432	7%
Building & Operations					
Salaries/Wages and Benefits	-	-	-	-	0%
Purchased Services	18,146	12,108	6,038	72,650	25%
Facilities Lease	32,178	39,055	(6,878)	234,333	14%
Supplies & Equipment	-	167	(167)	1,000	0%
Other Fees	7,463	3,383	4,080	8,500	88%
Total Building & Operations Expenditures	57,787	54,714	3,074	316,482	18%
Fiscal & Other Fixed Cost Programs					
Purchased Services	-	-	-	-	0%
Transfers to Other Funds	-	-	-	6,000	0%
Total Fiscal & Other Fixed Cost Programs Expend.	-	-	-	6,000	7%
TOTAL DISTRICT EXPENDITURES - GENERAL FUND	132,866	336,667	(203,801)	2,021,201	7%
GENERAL FUND (01) - NET INCOME	198,023	3,341	194,681	18,847	
FUND 02					
DISTRICT REVENUE - FOOD SERVICE FUND					
Local & Other	-	-	-	-	0%
State	-	-	-	-	0%
Federal	-	-	-	-	0%
Transfers from Other Funds	-	-	-	6,000	0%
TOTAL DISTRICT REVENUE - FOOD SERVICE FUND	-	-	-	6,000	0%
DISTRICT EXPENDITURES - FOOD SERVICE FUND					
Salaries/Wages and Benefits	-	-	-	-	0%
Purchased Services	-	1,000	(1,000)	6,000	0%
Supplies & Equipment	-	-	-	-	0%
TOTAL DISTRICT EXPENDITURES - FOOD SERVICE FUND	-	1,000	(1,000)	6,000	0%
FOOD SERVICE FUND (02) - NET INCOME	-	(1,000)	1,000	-	
TOTAL REVENUES - ALL FUNDS	330,889	340,008	(9,119)	2,046,048	16%
TOTAL EXPENDITURES - ALL FUNDS	132,866	337,667	(204,801)	2,027,201	7%
NET INCOME (LOSS) - ALL FUNDS	198,023	2,341	195,681	18,847	
<i>Beginning Fund Balance 7/1/2020</i>	<i>351,878</i>			<i>341,059</i>	
Ending Fund Balance	549,901			359,907	

No assurance is provided on these financial statements and supplementary information. See selected information.

**Academic Arts High School
August 2020 Payment Register**

District #	Payment #	Bank	Check #	Pay Type	Payment Date	Vendor #	Vendor	Curr	Amount	Financials
4119	8241	AB		WX	8/31/2020	1128	VISTAPRINT USA	USD	\$ 1,119.15	Admin Purchased Services
4119	8242	AB		WX	8/31/2020	1313	Amazon	USD	\$ 473.97	Instructional S&E
4119	8243	AB		WX	8/31/2020	1575	Southview Office CenterLLC	USD	\$ 25,161.90	B/O Lease/Purchased Services
4119	8244	AB		WX	8/31/2020	1775	Ford	USD	\$ 1,163.71	State SPED Transportation
4119	8245	AB		WX	8/31/2020	1775	Ford	USD	\$ 461.38	State SPED Transportation
4119	8246	AB		WX	8/31/2020	1883	Alerus	USD	\$ 50.00	Payroll Liabilities
4119	8247	AB		WX	8/31/2020	1883	Alerus	USD	\$ 287.00	Payroll Liabilities
4119	8248	AB		WX	8/31/2020	1883	Alerus	USD	\$ 50.00	Payroll Liabilities
4119	8249	AB		WX	8/31/2020	1883	Alerus	USD	\$ 292.00	Payroll Liabilities
4119	8250	AB		WX	8/31/2020	1883	Alerus	USD	\$ 287.00	Payroll Liabilities
4119	8253	AB		WX	8/31/2020	1886	TRA	USD	\$ 4,252.63	Payroll Liabilities
4119	8255	AB		WX	8/31/2020	1887	PERA	USD	\$ 290.13	Payroll Liabilities
4119	8256	AB		WX	8/31/2020	1887	PERA	USD	\$ 290.14	Payroll Liabilities
4119	8257	AB		WX	8/31/2020	1887	PERA	USD	\$ 11.65	Payroll Liabilities
4119	8258	AB		WX	8/31/2020	1888	IRS	USD	\$ 6,578.55	Payroll Liabilities
4119	8259	AB		WX	8/31/2020	1888	IRS	USD	\$ 6,578.38	Payroll Liabilities
4119	8260	AB		WX	8/31/2020	1888	IRS	USD	\$ 24.76	Payroll Liabilities
4119	8261	AB		WX	8/31/2020	1888	IRS	USD	\$ 12.04	Payroll Liabilities
4119	8262	AB		WX	8/31/2020	1888	IRS	USD	\$ 12.02	Payroll Liabilities
4119	8263	AB		WX	8/31/2020	1888	IRS	USD	\$ 6,578.39	Payroll Liabilities
4119	8264	AB		WX	8/31/2020	1889	MN Dept of Revenue	USD	\$ 1,064.94	Payroll Liabilities
4119	8265	AB		WX	8/31/2020	1889	MN Dept of Revenue	USD	\$ 1,064.94	Payroll Liabilities
4119	8266	AB		WX	8/31/2020	1886	TRA	USD	\$ 12.29	Payroll Liabilities
4119	8267	AB		WX	8/31/2020	1886	TRA	USD	\$ 12.29	Payroll Liabilities
4119	8268	AB		WX	8/31/2020	1886	TRA	USD	\$ 4,252.63	Payroll Liabilities
4119	8269	AB		WX	8/31/2020	1886	TRA	USD	\$ 4,252.63	Payroll Liabilities
4119	8270	AB		WX	8/31/2020	1886	TRA	USD	\$ 12.29	Payroll Liabilities
4119	8228	AB	6510	CH	8/10/2020	1014	Century Link	USD	\$ 326.29	Admin Purchased Services
4119	8233	AB	6511	CH	8/10/2020	1849	Comcast Business	USD	\$ 154.76	Instructional Purchased Services
4119	8232	AB	6512	CH	8/10/2020	1777	Infinite Campus	USD	\$ 890.81	Admin Supplies & Equipment
4119	8234	AB	6513	CH	8/10/2020	1879	MN PEIP - C/O MMB Fiscal Services	USD	\$ 11,248.83	Payroll Liabilities
4119	8230	AB	6514	CH	8/10/2020	1284	Osprey Wilds ELC	USD	\$ 5,851.20	Admin Other Fees
4119	8229	AB	6515	CH	8/10/2020	1055	SpEd FORMS	USD	\$ 1,921.37	Federal SPED S&E
4119	8231	AB	6516	CH	8/10/2020	1473	US Bancorp Equipment Finance	USD	\$ 446.15	I/PS Purchased Services
4119	8235	AB	6517	CH	8/21/2020	1297	Abdo, Eick, & Meyers, LLP	USD	\$ 1,500.00	Admin Purchased Services
4119	8238	AB	6518	CH	8/21/2020	1913	Navigate Care Consulting	USD	\$ 40.00	Admin Purchased Services
4119	8238	AB	6518	CH	8/21/2020	1913	Navigate Care Consulting	USD	\$ 170.00	Admin Purchased Services
4119	8236	AB	6519	CH	8/21/2020	1493	Premium Water Inc	USD	\$ 29.50	Admin Purchased Services
4119	8239	AB	6520	CH	8/21/2020	1914	Tech Rescue	USD	\$ 254.27	Admin Purchased Services
4119	8237	AB	6521	CH	8/21/2020	1891	The Lincoln National Life Insurance Company	USD	\$ 500.54	Payroll Liabilities
Total:									\$ 87,980.53	

No assurance is provided on these financial statements and supplementary information. See selected information.

Academic Arts High School Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1669	4119	AB	CR0820													
08.12.20	Amazon Smile		1844	Credit	A	08/12/20		Wire	1	C1	Misc					
						4119	R 01 005 000 000 096 000			Amazon Smile Donation					5.50	0.00
														Receipt Total:	\$5.50	\$0.00
														Deposit Total:	\$5.50	\$0.00
1670	4119	AB	CR0820													
08.14.20	IDEAS Payment		1845	Credit	A	08/14/20		Wire	1	C1	Misc					
						4119	R 01 005 000 000 211 000			FY21 General Education Aid					59,856.95	0.00
														Receipt Total:	\$59,856.95	\$0.00
														Deposit Total:	\$59,856.95	\$0.00
1671	4119	AB	CR0820													
08.28.20	IDEAS Payment		1846	Credit	A	08/28/20		Wire	1	C1	Misc					
						4119	B 01 121 000			FY20 General Education Aid					73,250.88	0.00
						4119	B 01 121 000			FY20 Special Education Aid					52,787.53	0.00
						4119	B 01 121 000			FY20 Charter School Lease					2,325.85	0.00
						4119	B 01 121 000			FY20 LT FAC MAINT					1,356.97	0.00
						4119	R 01 005 000 000 211 000			FY21 General Education Aid					59,950.16	0.00
														Receipt Total:	\$189,671.39	\$0.00
														Deposit Total:	\$189,671.39	\$0.00
														Report Total:	\$249,533.84	\$0.00

No assurance is provided on these financial statements and supplementary information. See selected information.

**Academic Arts High School
 Historical and Forecasted Financial Statements
 Selected Information
 For the Two Months Ended August 31st, 2020 and Year Ending June 30th, 2021**

The school presents governmental fund financial statements using the current financial resources measurement focus and the modified accrual basis of accounting. As required by state statute, the school operates as a nonprofit corporation under Minnesota Statutes §317A. However, state law also requires that the school comply with Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) which mandates the use of a governmental fund accounting structure.

The accompanying historical financial statements and forecasted financial statements include the following departures from accounting principles generally accepted in the United States of America and the guidelines for presentation of a forecast established by the AICPA:

- The historical and forecasted financial statements omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America.
- The financial statements are not a complete presentation of governmental fund financial statements in accordance with the above standards.

The effects of these departures have not been determined.

Summary of Significant Assumptions

These financial forecasts present, to the best of management's knowledge and belief, the School's expected financial position, results of operations, and cash projection for the forecast periods. Accordingly, the forecasts reflect its judgment as of June 18th, 2019, the date of these forecasts, of the expected conditions and its expected course of action. The assumptions disclosed herein are those that management believes are significant to the forecasts. There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Balance Sheet & Cash Projection Assumptions

1 Due from MDE	90 Days
2 Payables are expected to be paid at net	120 Days
3 Payroll Payables are expected to be paid at net	30 Days

Statement of Operations Assumptions

1 Revenue is expect to grow at a rate of	9%
2 Salaries, benefits, and taxes are expected to increase by	9%
3 All other expenses are expected to increase	7%

No assurance is provided.

**20-21 September
Board Meeting (Highlights and To Do)**

Date:

Ex Officio:

School Events

-

Committee Updates

TPS: Updated learning models 2-4, posted to website by Fri 9/11
Personel:
Behavior: are at a stand still !!
Finance: May be revising the budget based on current enrollment numbers
Nutrition: Vending machines have arrived
Marketing: Postcards went out in the mail the last week of August
Enrollment:

2020-2021		2019-2020		2018-2019	
begin of Sept. 20	92	begin of Sept.'19	85	begin of Sept. '18	80

Curriculum: Personalized Growth Plan meetings this week
Sped: 4 new students with IEP's
Restorative Practices:

- Dates proposed by Ericka for Anti-Racism training
 - Sept. 25 & Oct. 2nd @ 1pm All Staff

Tiger Team:

Assignments from Board (to be brought back to TPS):

- 1.
-

PSEO by Contract: Attachment C

SCHOOL DISTRICT and COLLEGE/UNIVERSITY Duties Related to PSEO Eligibility, Admissions, and Participation	
<p>The SCHOOL DISTRICT agrees to:</p> <ol style="list-style-type: none"> 1) Make PSEO enrollment available to students enrolled through the SCHOOL DISTRICT who meet eligibility of criteria of PSEO program in the following three authorities: (a) Minn. Stat. §124D.09 , (b) Anoka-Ramsey Community College policy found at http://www.anokaramsey.edu/admissions/pseo/, and (c) Minnesota State Colleges and Universities Board Policy 3.5 and System Procedure 3.5.1. 2) Ensure that PSEO applicants complete application to the COLLEGE/UNIVERSITY. 3) Complete the required Notice of Registration Form for each student participating in this program. The form must contain a minimum of parental or guardian consent to attend courses, student identification of physical location, school district verification of eligibility, and COLLEGE/UNIVERSITY confirmation of enrollment. 4) Submit to the COLLEGE/UNIVERSITY the high school transcripts of PSEO students, including high school grades, grade-point-average, and class rank. 5) Collaborate with COLLEGE/UNIVERSITY staff to provide ACT, SAT, or MCA scores to assure compliance with PSEO eligibility requirements. 	<p>The COLLEGE/UNIVERSITY agrees to:</p> <ol style="list-style-type: none"> 1) Communicate eligibility requirements to SCHOOL DISTRICT. 2) Collaborate with the SCHOOL DISTRICT to provide information to students and parents that will include information regarding academic planning; course selection and registration; COLLEGE/UNIVERSITY expectations; resources, services, and facilities that are available to students; official transcript request process; transfer information; and COLLEGE/UNIVERSITY policies including data privacy, satisfactory academic progress, book borrowing, and course add/drop/withdraw. 3) Provide students with the option to complete a release of information form to allow academic information to be shared with parents/guardians. 4) Communicate ARCC policy to Students for textbooks not returned within a reasonable time frame. Textbooks not returned may result in fees being charged to students or may result in a hold preventing the student from registering in future terms. 5) COLLEGE/UNIVERSITY may determine that students are not eligible to take courses with course fees. Please see restricted course list at https://www.anokaramsey.edu/admissions/pseo/pseo-home-schooled-junior-or-senior/ 6) COLLEGE/UNIVERSITY limits all students to a 22 credit maximum course load. 7) The COLLEGE/UNIVERSITY retains authority to determine whether a request for an educational accommodation is appropriate for classes taken for college credit.

SCHOOL DISTRICT and COLLEGE/UNIVERSITY Duties for Enrolled PSEO Students

The SCHOOL DISTRICT agrees to:

- 1) Ensure PSEO COLLEGE/UNIVERSITY courses count towards high school graduation credits and the student's personal learning plan (PLP).
- 2) Ensure PSEO COLLEGE/UNIVERSITY courses are recognized on the high school transcript and awarded high school credit (Minn. Stat. §124D.09 subd. 12).
- 3) Assume travel reimbursement costs for eligible low income students requested by parents in accordance with Minn. Stat. §124D.09 subd. 22.
- 4) Ensure that any student taking PSEO courses has reasonable access during regular school hours to a computer and other technology resources that the student needs to complete PSEO coursework. Minn. Stat. §124D.09 subd. 11a.
- 5) Monitor and recommend to students the total credit maximums across all educational settings.
- 6) Provide information on SCHOOL DISTRICT's procedures for withdrawal from PSEO course(s). (Minn. Stat. §124D.09 subd. 6)

The COLLEGE/UNIVERSITY agrees to:

- 1) Provide education records allowable under FERPA regulations to high school personnel that have been determined to have legitimate educational interests.
- 2) Award COLLEGE/UNIVERSITY credit to students upon successful completion of courses.
- 3) Provide students final grades for coursework at the end of each term to the SCHOOL DISTRICT.
- 4) Provide notification to the SCHOOL DISTRICT on a regular (i.e., monthly) basis, or as requested, on students that have stopped attending and/or withdrawn from postsecondary PSEO course(s), in accordance with FERPA regulations.
- 5) Provide notification to the SCHOOL DISTRICT of students who are not meeting standards set forth in the COLLEGE/UNIVERSITY's Satisfactory Academic Progress (SAP) policy, in accordance with FERPA regulations.
- 6) Students needing accommodations must request accommodations for the COLLEGE/UNIVERSITY course.
- 7) Provide appropriate resources, services, and facilities use for all eligible PSEO students.
- 8) Provide students with required textbooks or other required instructional materials as outlined in Minn. Stat. §124D.09 , subd. 19. Textbooks are the property of the COLLEGE/UNIVERSITY and must be returned at the end of each semester. Cost of any textbooks not returned (or damaged) will be the responsibility of the student.
- 9) Provide access to learning resources, including the library and online course management system (D2L Brightspace).
- 10) Provide information regarding academic planning; course selection and registration; COLLEGE/UNIVERSITY expectations; resources, services, and facilities that are available to students; official transcript request process; transfer information; and COLLEGE/UNIVERSITY policies including data privacy, satisfactory academic progress, book borrowing, and course add/drop/withdraw.

	<p>11) Provide a copy of the COLLEGE/UNIVERSITY'S code of conduct to the students, an explanation that students are subject to it, and an explanation of the consequences of violations.</p> <p>12) Provide students with information on COLLEGE/UNIVERSITY's procedures for withdrawal from PSEO course(s).</p>
--	--

Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to:

- 1) If technology used, such as a computer or a laptop, is required by the SCHOOL DISTRICT or the COLLEGE/UNIVERSITY by all students including students in PSEO, the school district and the COLLEGE/UNIVERSITY will establish appropriate fees, support services, and policies.
- 2) Identify appropriate processes and negotiated fees for electronic textbooks or electronic course materials.
- 3) Both the COLLEGE/UNIVERSITY and the SCHOOL DISTRICT will meet periodically to discuss the program and contract.

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Anoka-Ramsey Community College

INCOME CONTRACT

FOR POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT

This contract is by and between *PACT Charter School, District #4008* (hereinafter "SCHOOL DISTRICT") and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Anoka-Ramsey Community College* (hereinafter "COLLEGE/UNIVERSITY"). This contract does not apply to concurrent enrollment courses.

WHEREAS, the SCHOOL DISTRICT has a need for a specific service provided by COLLEGE/UNIVERSITY in accordance with Minnesota Statutes §124D.09 and Minnesota State Board Policy 3.5 and System Procedure 3.5.1; and applicable COLLEGE/UNIVERSITY policies.

WHEREAS, the COLLEGE/UNIVERSITY, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

I. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to perform all duties as required by:

- a. The Postsecondary Enrollment Options Act (M.S. 124D.09, <https://www.revisor.mn.gov/statutes/cite/124d.09>)
- b. Minnesota State Board Policy 3.5 <http://www.minnstate.edu/board/policy/305.html> and System Procedure 3.5.1 <http://www.minnstate.edu/board/procedure/305p1history.html>
- c. All other duties as stipulated in Attachment C.

II. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed by the COLLEGE/UNIVERSITY pursuant to this contract shall be paid by the SCHOOL DISTRICT

1) The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the rate of \$225/credit hour for tuition, fees, textbook rental or electronic access, and student fees such as parking, technology, student life, etc. per student as follows. *Invoices for any student that is registered for more than sixteen credits will be submitted to the Minnesota Department of Education for payment.*

34 2) Additional fees required for students to complete course(s) shall be negotiated between the two
35 parties and described here.

36
37 3) Other non-required costs related to course specific software and tools are the responsibility of
38 the student and described here.

39
40 B. Terms of Payment. Payments shall be made by the SCHOOL DISTRICT as follows:

- 41
42 1) The college will invoice the school district directly for all students enrolled in one credit to
43 sixteen credits.
44 2) The College will submit a payment request on behalf of the school district to the Minnesota
45 Department of Education for any student enrolled in seventeen to twenty-two credits.
46 3) The School District will pay the college for all registered credits as of midnight the 15th
47 business day each semester according to the Anoka-Ramsey semester schedule.
48 4) Invoices will be sent by the COLLEGE/UNIVERSITY to the SCHOOL DISTRICT by
49 **November 20** in the fall and **April 20** in the spring.
50 5) Payments to the COLLEGE/UNIVERSITY by the SCHOOL DISTRICT for the
51 tuition/fees/textbooks charge for each semester will be made within **thirty (30) days** of the
52 SCHOOL DISTRICT receiving the invoice.

53
54 III. TERM OF CONTRACT. This contract shall be effective on **July 1, 2020** or upon the date that the
55 **final required signature is obtained by the COLLEGE/UNIVERSITY, whichever occurs later,**
56 and shall remain in effect until **June 30, 2021** or until all obligations set forth in this contract have
57 been satisfactorily fulfilled, whichever occurs first. The COLLEGE/UNIVERSITY understands that
58 NO work should begin under this contract until ALL required signatures have been obtained, and the
59 COLLEGE/UNIVERSITY is notified to begin work by the SCHOOL DISTRICT's Authorized
60 Representative.

61
62 This agreement is effective for the **2020-2021** Academic Year(s).

63
64 IV. CANCELLATION. This contract may be canceled by the COLLEGE/UNIVERSITY or the
65 SCHOOL DISTRICT at any time, with or without cause, upon thirty (30) days' written notice to
66 the other party. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled
67 to payment, determined on a pro rata basis, for work or services satisfactorily performed.

68

69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113

V. AUTHORIZED REPRESENTATIVES.

THE COLLEGE/UNIVERSITY'S AUTHORIZED REPRESENTATIVE. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is:

Name: Kim Bienfang
Address: 11200 Mississippi Blvd NW, Coon Rapids, MN 55433-3470
Telephone: 763.433.1483
E-Mail: Kimberly.Bienfang@anokaramsey.edu

THE SCHOOL DISTRICT'S AUTHORIZED REPRESENTATIVE. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name:
Address:
Telephone:
E-Mail:

The SCHOOL DISTRICT'S Authorized Representative shall have final authority for acceptance of the COLLEGE/UNIVERSITY services and, if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.

VI. ASSIGNMENT. The SCHOOL DISTRICT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the COLLEGE/UNIVERSITY.

VII. LIABILITY. Each party will be responsible for its own acts and behavior and the results thereof. The COLLEGE/UNIVERSITY and the SCHOOL DISTRICT's liability is governed by the Minnesota Tort Claims, Act, Minn. Stat. § 3.736, and other applicable laws.

VIII. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The SCHOOL DISTRICT is responsible for complying with the ADA Act, 42 U. S. C. 12101, et seq. and regulations promulgated pursuant to it for educational services it provides to its students. The COLLEGE/UNIVERSITY will inform students of support services available at COLLEGE/UNIVERSITY but IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

IX. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

X. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either party in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by either party in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the SCHOOL DISTRICT or the COLLEGE/UNIVERSITY. In the event either party receives a request to release the data referred to in this Article, the receiving party must immediately notify the other and receive instructions from the other party concerning the release of the data to the requesting party before the data is released.

114 XI. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of
115 Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall
116 be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

117 XII. AUDITS. The books, records, documents, and accounting procedures and practices of either party
118 relevant to this contract shall be subject to examination by the contracting department and the
119 Legislative Auditor for the COLLEGE/UNIVERSITY and the State Auditor for the SCHOOL
120 DISTRICT.

121 XIII. OTHER PROVISIONS. (Attach additional page(s) if necessary):

122 IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound
123 thereby.

124 **APPROVED:**

125 **1. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

126 Anoka-Ramsey Community College

127

By (authorized college/university/office of the chancellor initiating agreement)	
<small>DocuSigned by:</small> <i>Donald Lewis</i>	Donald Lewis
<small>F3E7791B9DE94A2...</small>	Title Vice President of Finance and Administration
Date 6/12/2020 11:30:28 AM CDT	

128

129 **2. SCHOOL DISTRICT:**

130 **School District certifies that the appropriate person(s) have executed the contract on behalf of**
131 **the School District as required by applicable articles, by-laws, resolutions, or ordinances.**

132

By (authorized signature)	
<small>DocuSigned by:</small> <i>Josh Nyquist</i>	Josh Nyquist
<small>B23BB1A3EC1A4F4...</small>	Title Executive Director of Building Operations
Date 6/2/2020 12:49:04 PM CDT	

133

134 **3. AS TO FORM AND EXECUTION:**

By (authorized college/university/office of the chancellor initiating agreement)	
<small>DocuSigned by:</small> <i>Kimberly Bienfang</i>	Kimberly Bienfang
<small>402EDB2D11BA490</small>	Title Director of Business Affairs
Date 6/12/2020 11:30:57 AM CDT	

135
136
137
138
139
140
141

Certificate Of Completion

Envelope Id: 664A489C4C664149AFF2DCA698209EE7	Status: Completed
Subject: Please DocuSign: PACT Attachment C for Contract PSEO ARCC.docx, PACT contract PSEO 2020-2021.docx	
Source Envelope:	
Document Pages: 7	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kimberly Bienfang
Time Zone: (UTC-06:00) Central Time (US & Canada)	30 7th St E Ste 350
	Saint Paul, MN 55101
	Kimberly.Bienfang@anokaramsey.edu
	IP Address: 204.77.60.145

Record Tracking

Status: Original	Holder: Kimberly Bienfang	Location: DocuSign
5/26/2020 10:11:16 AM	Kimberly.Bienfang@anokaramsey.edu	

Signer Events

Josh Nyquist
 j.nyquist@pactcharter.org
 Executive Director of Building Operations
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 B23BB1A3EC1A4F4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 206.131.129.51

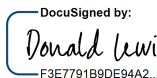
Timestamp

Sent: 5/26/2020 10:13:19 AM
 Resent: 6/2/2020 10:15:00 AM
 Viewed: 6/2/2020 12:44:37 PM
 Signed: 6/2/2020 12:49:04 PM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 12:44:37 PM
 ID: 9346021d-18a1-4386-bbc7-40f94990c4f8

Donald Lewis
 donald.lewis@anokaramsey.edu
 Vice President of Finance and Administration
 Security Level: Email, Account Authentication (None)

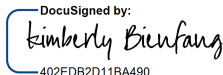
DocuSigned by:

 F3E7791B9DE94A2...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.77.60.145

Sent: 6/2/2020 12:49:05 PM
 Resent: 6/5/2020 8:57:32 AM
 Resent: 6/12/2020 10:47:09 AM
 Viewed: 6/12/2020 11:29:28 AM
 Signed: 6/12/2020 11:30:28 AM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2020 11:29:28 AM
 ID: 9cc91b68-9af0-4ed3-9d27-3871513b83cf

Kimberly Bienfang
 kimberly.bienfang@anokaramsey.edu
 Director of Business Affairs
 AR-AT
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 402EDB2D11BA490...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.131.19.16

Sent: 6/12/2020 11:30:29 AM
 Viewed: 6/12/2020 11:30:51 AM
 Signed: 6/12/2020 11:30:57 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	6/12/2020 11:30:29 AM
Certified Delivered	Security Checked	6/12/2020 11:30:52 AM
Signing Complete	Security Checked	6/12/2020 11:30:57 AM
Completed	Security Checked	6/12/2020 11:30:57 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.



Josh MacLachlan <josh.maclachlan@academicarts.org>

Fwd: AAHS FY21 Authorizing Activities

1 message

Ty Cody <ty.cody@academicarts.org>
To: TPS Committee <tps@academicarts.org>

Mon, Sep 14, 2020 at 4:01 PM

----- Forwarded message -----

From: **Erin Anderson** <anderson@ospreywilds.org>

Date: Mon, Sep 14, 2020 at 3:30 PM

Subject: AAHS FY21 Authorizing Activities

To: Ty Cody <ty.cody@academicarts.org>, <amy.charpentier@academicarts.org>

Cc: Nalani McCutcheon <mccutcheon@ospreywilds.org>, Charter School Admin <csdadmin@ospreywilds.org>

Hi Amy and Ty,

Attached you will find a description of Osprey Wilds' authorizing activities for Academic Arts High School for the 2020-2021 school year. While this is similar to the authorizing plan schools have received in past years, there are significant differences that schools should note, and we request that you review this document carefully. Specifically, in the document we address procedural changes that Osprey Wilds will be implementing related to site visits, board observations, academic performance evaluations, and the data required to be gathered and provided to OW this year.

The disruption from March-May 2020 (and continuing into summer school) impacted every school in the state. Osprey Wilds knows this will impact where your students start the FY21 school year AND how you are able to move them forward academically. We know we will have to evaluate schools with a different lens that is not currently reflected in your school's Exhibit G. OW will use data, research, and other guidance in the fall/winter of FY21 to propose measure adjustments that take the disruption into account and equalizes school academic evaluations based on changing conditions. While we know that schools would like to be aware of those changes now, we can't make adjustments before we have data from which to base those adjustments.

As a result, we expect OW authorized schools to plan for collecting school based normed data this fall as described by your Exhibit G. In most instances, this is NWEA, STAR, Fastbridge, or AIMS Web. This expectation for data collection exists regardless of what learning model the school opens under, or shifts to during the fall. All of the main standardized test platforms have the capability of being administered remotely, and OW expects that schools will prepare to implement them regardless of their learning model.

Schools will be asked to distinguish data obtained from in-person administration from data obtained from remote administration, if at all possible. Since OW will not be requesting any FY20 data in the fall as we normally would, we ask that you provide, via Epicenter, a Fall 2019 to Fall 2020 summary report benchmarking progress towards growth targets as soon as it is available to assist OW in determining what types of goal revisions or alternate accountability measures should be put into place during the time instruction is impacted by Covid-19. Further, if the school administered a winter assessment in FY20, the school should provide the Fall 2019 to Winter 2020 summary report benchmarking progress toward growth targets prior to the transition to distance learning last spring.

Access to this data will help OW staff to get a sense of the impact of Covid-19 and learning disruptions on student achievement as measured by school administered standardized assessments, and prepare to work with the school to negotiate appropriate measure adjustments.

Please let me know what questions you have.

Sincerely,
Erin

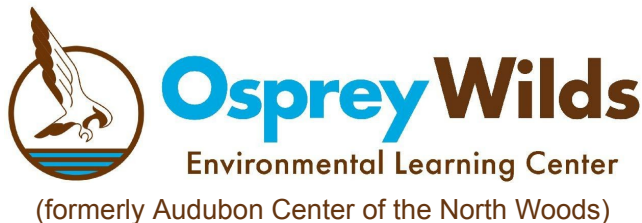
Erin E. Anderson

*Director of Charter School Authorizing
She / Her / Hers*

Office: (612) 331-4181, x2
auduboncharterschools.org
1730 New Brighton Blvd
Suite 104, PMB 196
Minneapolis, MN 55413



Check our upcoming events [here!](#)



The authorizing mission of Osprey Wilds is to ensure quality academic and environmental literacy outcomes for Minnesota students through effective charter school authorizing.

--
Ty Cody
*School Psychologist
Homeless Liaison | 504 Coordinator
(He/Him)*
Academic Arts High School
(651) 457-7427 ext. 202




**Academic Arts
High School**

www.academicarts.org

"Live in the sunshine, swim the sea, drink the wild air" - Ralph Waldo Emerson

Confidentiality Statement: This email and any attachments may be confidential or private data under state or federal law. Do not forward or share without the knowledge and/or the consent of the sender.

 **AAHS_FY21 Authorizing Activities_09.14.2020.pdf**
335K

512 - Student Educational Data Policy

Academic Arts High School

Original Creation Date: May 2020

Last Approved By: Academic Arts High School Board of Directors

Last Approved Date:

Year Reviewed: 2019-2020

PURPOSE

The purpose of this policy is to define education data, to identify various protections afforded to such data, and to establish procedures required by state and federal law.

POLICY STATEMENT

It is the policy of Academic Arts High School to fully comply with state and federal laws regarding the classification, maintenance and use of education data. Education data is governed by state law, Minn. Stat. §13.32. Education data is also governed by federal law, the Family Educational Rights and Privacy Act (FERPA) and its regulations in 34 CFR, Part 99.

DEFINITIONS AND GENERAL PROVISIONS

- A. Education Data. "Education data" means data on students maintained by the school, or by a person acting for the school, which relates to a student.

- B. Eligible Student. "Eligible Student" means a student who has reached 18 years of age or is attending an institution of postsecondary education.
- C. Private Education Data. Unless there is a specific exception providing otherwise, education data is generally classified as "private" under state and federal law. With certain exceptions, (e.g., directory information, health and safety emergencies), education data may only be accessed by the student who is the subject of the data or the student's parent when appropriate and school officials with a legitimate educational interest as determined by the educational agency in accordance with applicable law.
- D. School Official. "School officials" who have access to student education records are those individuals at Academic Arts High School who need to know the contents of a student's education record in order to provide education services to the student. School officials will be allowed access to private education data without the consent of the parent or student if they have a legitimate "need to know".
- E. Directory Information. "Directory information" means education data that is available to anyone in the public. Academic Arts High School will notify parents each year which education data is designated as "directory information." Parents have the right to opt-out of including any of their students' data as directory information.
- F. 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. Academic Arts High School school officials 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.
- G. Responsible Authority. "Responsible Authority" means the person (Superintendent, Executive Director, or Designee) appointed by the Academic Arts High School Board who is ultimately responsible for the collection, use, and dissemination of all Academic Arts High School's data, and for all of the school's data practices decisions. The Responsible Authority must ensure compliance with all of the requirements, duties, and obligations of the Minnesota Government Data Practices Act and accompanying rules.

STATEMENT OF RIGHTS

- A. Rights of Parents and Students. Parents and 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;
 4. The right to refuse the release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
 5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the federal law and the regulations promulgated thereunder;
 6. The right to be informed about rights under the federal law; and
 7. The right to obtain a copy of this policy.
- B. Transfer of Rights to Students Over Eighteen (18). All rights and protections given parents under this policy transfer to the student when they reach eighteen (18) years of age or enroll in an institution of post-secondary education. However, the parents of a student who is also a "dependent student" for federal tax purposes are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of applicable federal regulations.
- C. Right to Inspect and Review Educational Records Procedure
1. Authority to Inspect and Request Procedures
 - a. It is presumed that either parent of the student has authority to inspect or review the educational records of the student unless otherwise stated by law or Academic Arts High School has received evidence of a relevant legally

binding instrument or court order providing to the contrary.

- b. A request to inspect or review an educational record under Section IV(A)(1) of this policy shall meet all of the following requirements: (i) be written; (ii) identify the record or records as precisely as possible (iii) be signed and dated by the requestor; (vi) provide contact information for the requestor.
 - c. The Responsible Authority shall comply with the request for access to education records of the student within a reasonable time after receiving the request not exceeding ten (10) business days.
2. Records containing information on Multiple Students
 - a. If the educational records of a student contain information on more than one student, the parent or eligible student may inspect, review, or be informed of only the specific information about the particular student.
 3. Fees for Copies of Records
 - a. Academic Arts High School shall charge a reasonable fee for providing copies unless the fee effectively prevents a parent or eligible student from exercising their rights or the fee is part of the search for and/or the retrieval of the educational record. The amount of the fee shall be based on the following factors:
 - a. Costs of materials to provide copies;
 - b. Costs of labor to prepare copies
 - c. Any standard copying charges established by Minnesota Law.
 - d. Any special costs are necessary to produce copies from machine-based record-keeping systems including but not limited to computers, but excluding charges for separating public from private data.
 - e. Mailing costs.

D. Right to Amend Educational Record Procedure

1. Amendment Request and Response
 - a. A request to amend an educational record under Section IV(A)(2) of this policy shall meet all of the following requirements: (i) be written; (ii) identify the information

believed to be inaccurate, misleading, or in violation the privacy or other rights of the student (iii) state the reason for this belief; (iv) specify the correction desired for the record by the Responsible Authority; (v) be signed and dated by the requestor; (vi) provide contact information for the requestor.

- b. The Responsible Authority shall decide whether to amend the education records of the student in accordance with the request within a reasonable time after receiving the request.
- c. If the Responsible Authority decides to refuse the request to amend the educational records of the student, it shall inform the Parent or Eligible Student of the refusal and advice the Parent or Eligible Student of the right to request a hearing.

2. Hearing Request & Results

- a. If the Responsible Authority refuses to amend the educational record, Academic Arts High School shall, on request, an opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in the education records is inaccurate, misleading, or in violation of the privacy rights of the student.
- b. If, as a result of the hearing, the Academic Arts High School decides that the information is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it shall amend the record accordingly and inform the parent or eligible student of the amendment in writing
- c. If, as a result of the hearing, Academic Arts High School decides that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy 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 they disagree with the decision of the school or both. This statement shall be maintained along with the contested part of the record for the life of the educational record, and disclosed whenever the related portion of the record is disclosed.

3. Hearing Conduct

- a. This hearing will be held within a reasonable time after Academic Arts High School receives the request, and the parent or eligible student will be given the date, time, and place of the hearing by the school reasonably in advance of the hearing.
- b. The hearing may be conducted by any individual including an official of Academic Arts High School who does not have a direct interest in the outcome of the hearing.
- c. The parent or eligible student will have a full and fair opportunity to present evidence relevant to the issues raised in the request for a hearing, and may, at their own expense, be assisted or represented by one or more individuals of their choosing including an attorney
- d. Academic Arts High School will make its decision in writing within a reasonable time after the hearing. The decision must be based solely upon the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.

WHEN PRIOR INFORMED CONSENT TO RELEASE EDUCATION RECORDS IS NOT REQUIRED

- A. In certain circumstances, Academic Arts High School may release information from the education records of a student without the prior informed consent of the parent of the student if the disclosure is consistent with state and federal laws governing such release. These circumstances include:
 1. Pursuant to a valid subpoena or court order. However, Academic Arts High School must make a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek protective action unless the disclosure is in compliance with:
 - a. Federal grand jury subpoena and the court has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed;

- b. Any other subpoena issued for a law enforcement purpose and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed; or
 - c. An *ex parte* court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. 2332b(g)(5)(B) or an act of domestic or international terrorism as defined in 18 U.S.C. 2331.
2. Pursuant to a statute specifically authorizing access to the private data;
3. The disclosure is to other school officials, including teachers, if the officials are determined to have legitimate educational interests.
4. The disclosure is to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer;
5. 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;
6. To appropriate school officials to the extent necessary to indicate the extent and content of remedial instruction, including the results of assessment testing and academic performance at a postsecondary institution during the previous academic year by a student who graduated from a Minnesota school district within two years before receiving the remedial instruction;
7. 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;
8. To the Commissioner of Education for purposes of an assessment or investigation of a report of alleged maltreatment of a student. Upon request by the Commissioner data that are relevant to a

report of maltreatment and are from the school's investigations of alleged maltreatment of a student must be disclosed to the commissioner, including, but not limited to, the following:

- a. Information regarding the student alleged to have been maltreated;
 - b. Information regarding student and employee witnesses;
 - c. Information regarding the alleged perpetrator; and
 - d. The corrective or protective action was taken, if any, by the school facility in response to a report of maltreatment by an employee or agent of the school or school district.
9. The disclosure is information that Academic Arts High School has designated as "directory information".

HEALTH AND SAFETY EMERGENCIES

Academic Arts High School may disclose personally identifiable information from an education record 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 making this determination, Academic Arts High School may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If Academic Arts High School determines that there is an articulable and significant threat to the health or safety of a student or other individuals, the school may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals.

RECEIPT OF RECORDS REGARDING JUVENILE ADJUDICATIONS; SHARING INFORMATION

- A. "Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.
- B. Access by Juvenile Justice System.
 1. Request. Authorities in the juvenile justice system may request data if such data concerns the juvenile justice system and the ability of the system to effectively serve, prior to adjudication, the

student whose records are released. The authorities to whom the data are released must first submit a written request for the data that certifies that the data will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student and the request and a record of the release are maintained in the student's file. All requests must also include an explanation of why access to the data is necessary to serve the student.

2. After a written request under B.1 has been made, Academic Arts High School must disclose the following education data to the juvenile justice system: 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 parents' names, home addresses, and telephone numbers.
3. After a request under B.1 has been made, the school may also disclose the existence of the following data about a student:
 - Use of a controlled substance, alcohol, or tobacco;
 - Assaultive or threatening conduct that could result in dismissal from school;
 - Possession or use of weapons or look-alike weapons;
 - Theft; or
 - Vandalism or other damage to property.
 - However, the school may not disclose the actual data or other information contained in the student's education record and the school must notify the student's parent or guardian by certified mail of the request to disclose information before disclosing the information. If the student's parent or guardian notifies the school within ten days of receiving the certified notice that the parent or guardian objects to the disclosure, the school must not disclose the information. The school must inform the requesting member of the juvenile justice system of the objection. The school must respond to a data request within 14 days if no objection is received from the parent or guardian.
4. Notice to Parents. If Academic Arts High School receives a request to disclose information about a student to the juvenile justice system the school shall, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of

the request to disclose information before disclosing the information. If the student's parent or guardian notifies the school within ten days of receiving the certified notice that the parent or guardian objects to the disclosure, the school must not disclose the information. The school must inform the requesting member of the juvenile justice system of the objection.

C. Receipt of Records from Juvenile Justice System

****DISCUSSION NEEDED FOR THIS SECTION****

1. Disposition Orders.

- Filing. On receipt of a disposition order for a student, the [Chief administrative officer] must transfer the order to the school principal who must place the order in the student's educational record.
- Notification. The administrative manager must immediately notify any counselor directly supervising the student, and any other teacher or administrator who directly supervises the student with a legitimate educational purpose. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student with a legitimate educational purpose.
- A person with a legitimate educational purpose under this part is a person whom the principal believes needs the data to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability.
- Notification contents. The notice given by the principal when receiving a disposition order under this part must: (i) identify the student; (ii) outline the offense; and (iii) describe any conditions of probation requiring the school to provide information.
- Destruction. The disposition order must be destroyed from the educational record when the student graduates or at the end of the school year when the student reaches age 23, whichever is earlier.
- Private data. The order for disposition is considered private educational data and may only be disseminated to those

with a legitimate educational interest, the student, and the student's parents or otherwise required by law.

2. Probable Cause Notice.

- Filing. If a required probable cause notice for a student is given to the school, the school must then place the notice in the student's educational record.
- Notification. The principal must immediately notify any teacher, counselor, or administrator who directly supervising the student who has a legitimate educational purpose. The principal may notify other district employees, substitutes, and volunteers who are in direct contact with the student who has a legitimate educational purpose.
- Notification contents. The notice given by the principal when receiving a disposition order under this part must: (i) identify the student; and (ii) describe the alleged offense.
- Destruction. The notice must be destroyed after one year if the school does not receive an adjudicated order for disposition related to the probable cause notice.
- Private data. The data received under this part is considered private educational data and may only be disseminated to those with a legitimate educational interest, the student, and the student's parents or otherwise required by law.

3. Legitimate Educational Interest

- For the purposes of this part only, a person with a legitimate educational purpose is a person whom the principal believes needs the data to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability.

DESIGNATION OF DIRECTORY INFORMATION AND RELEASE TO OUTSIDE ORGANIZATIONS

A. Academic Arts High School has designated the following information as directory information:

1. Student's Name;

2. Dates of Attendance;
 3. Degrees and Awards received;
 4. Most recent Educational Agency or Institution attended;
 5. Participation in officially recognized activities and sports; and
 6. Weight and height of members of athletic teams
- B. Directory information may be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks.
- C. If a parent does not want Academic Arts High School to disclose directory information from a child's education records without prior written consent, parents must notify the school by October 1st. To make this request, the parent should call (763) 712-4200.

RELEASE OF INFORMATION TO MILITARY RECRUITERS

- A. Academic Arts High School shall release to military recruiting officers the names, addresses, and home telephone numbers of students in grades 11 and 12 within 60 days after the date of the request. Academic Arts High School shall give parents and students notice of the right to refuse the release of this data to military recruiting officers. Notice may be given by any means reasonably likely to inform the parents and students of the right.
- B. Limits on Use of Information. Data released to military recruiting officers:
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. Shall not be further disseminated to any other person except personnel of the recruiting services of the armed forces.

WHEN PARENTS MAY BE DENIED ACCESS TO EDUCATION RECORDS

- A. Minor's Requests for Denial of Access. In order to deny parental access to education data regarding a minor student, that student must request that Academic Arts High School deny such access in writing, must set forth the reasons for denying access to the parent and must sign the request. Upon receipt of such request, the school will determine if honoring the request to deny the parent access would be in the best interest of the minor student. In making this determination, the school will consider the following factors:
1. Whether the minor student is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 2. Whether the personal situation of the minor student is such that denying parental access may protect the student from physical or emotional harm;
 3. Whether there are grounds for believing that the minor student's reasons for precluding parental access are reasonably accurate;
 4. 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
 5. Whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.
- 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.
- C. Conditions Related to the Release of Investigative Data. Data collected by the school as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as "confidential data" and shall not be provided to individuals not associated with the investigation. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school students, school employees, and/or attorney data as defined in Minn. Stat. §13.393.

1. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.
- D. Release of Information Related to Chemical Abuse. To the extent that the school maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

- A. Responsible Authority. The responsible authority shall be responsible for the maintenance and security of student records.
- B. Record Security. The principal of Academic Arts High School 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 principal shall submit to the responsible authority a written plan for securing students records annually each school year. The written plan shall contain the following information:
1. A description of records maintained;
 2. Titles and addresses of person(s) responsible for the security of student records;
 3. Location of student records, by category, in the buildings;
 4. Means of securing student records; and
 5. Procedures for access and disclosure.
- D. Review of Written Plan for Securing Student Records. The responsible authority shall review the plans submitted pursuant to paragraph “C” above for compliance with the law, this policy and the various administrative policies of the school. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall become a part of this policy.

- E. Record Keeping. The Responsible Authority 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:
1. The parties who have requested or received personally identifiable information from the education records of the student;
 2. The legitimate interests these parties had in requesting or obtaining the information; and
 3. The names of the state and local educational authorities and federal officials and agencies who may make further disclosures of personally identifiable information from the student's education records without consent.
- F. In the event that Academic Arts High School discloses personally identifiable information from an education record of a student pursuant to this policy, the record of disclosure required under this section shall also include:
1. The names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 2. The legitimate interests of this policy which each of the additional parties has in requesting or obtaining the information; and
 3. A copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in accordance with 34 C.F.R. §99.32 and to whom the school disclosed information from an education record.
- G. The school shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

Legal References:

Minn. Stat. §13.02 (Definitions)

Minn. Stat. §13.05 (Duties of Responsible Authority)

Minn. Stat. §13.32 (Educational Data)

Minn. Stat. §121A.75 (Receipt of Records; Sharing)

Minn. Stat. §260B.171 (Disposition Order & Peace Officer Records - Child)

20 U.S.C. 1232g(b)(1)(I) and (h) (Family Educational and Privacy Rights)

34 C.F.R. Part 99 (Family Education Rights and Privacy Act)

Minn. R. 1205.0500 (Access to Private Data on Minors)

513 – Protection and Privacy of Pupil Records

Academic Arts High School

Original Creation Date: May 2020

Last Approved By: Academic Arts High School Board of Directors

Last Approved Date:

Year Reviewed: 2019-2020

BACKGROUND

Academic Arts High School recognizes its responsibility regarding 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. The following policy is adopted according 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. Chapter 13, and Minn. Rules, Parts 1205.0100 to 1205.2000.

DEFINITIONS

1. **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. It includes, but is not limited to: the student’s name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, dates of attendance, grade level, enrollment status (i.e., full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student’s parent(s).

Directory information does not include:

- a. A student's social security number;
- b. A student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factors is known or possessed only by the authorized user;
- c. A student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
- d. Personally identifiable data which references religion, race, color, social position, or nationality; or
- e. Data collected from nonpublic school students, other than those who receive shared time educational services, unless the student's parent or guardian gives written consent.

2. **Education Records:**

- a. **What constitutes "education records."** Education records mean those records which: (1) are directly related to a student; and (2) are maintained by the charter school or by a party acting for the charter school.
- b. **What does not constitute an education record.** The term, "education records," does not include:

i. 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.

ii. Records of a law enforcement unit of the charter school, provided education records maintained by the charter school 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.

iii. 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.

iv. 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.

v. Records that only contain information about an individual after they are no longer a student at the school district and that are not directly related to the individual's attendance as a student.

3. **Eligible Student:** All rights and protections given parents under this policy transfer to the student when they reach eighteen (18) years of age or enroll 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 education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31(a).

4. **Legitimate Educational Interest:** "Legitimate educational interest" includes interest directly related to classroom instruction, teaching, student achievement and progress, the 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: (a) perform an administrative task required in the school or the employee's contract or job description approved by the Board, (b) perform an instructional or supervisory task directly related to a student's education, (c) 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; or (d) perform a task directly related to responding to a request for data.

5. **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 charter school 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.

6. **Personally Identifiable:** "Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other direct

identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

7. **Responsible Authority:** Means the Executive Director or his or her designee.

8. **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.

9. **School Official:** "School official" includes: (a) a person duly elected to the Board; (b) a person employed by the board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the 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 Board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor. "School official" also includes a police liaison officer when the individual is performing duties as a police liaison officer.

10. **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.

11. **Data Practices Compliance Official:** Means the Executive Director or his or her designee. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

12. **General:** State laws provide that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public, private or confidential. State law classifies all educational

data on students other than directory information maintained by a school district as private data. These 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 FERPA and the regulations promulgated thereunder.

DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The charter school shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

- a. a specification of the records to be disclosed;
- b. the purpose or purposes of the disclosure;
- c. the party or class of parties to whom the disclosure may be made;
- d. the consequences of giving informed consent; and
- e. if appropriate, the termination date for the consent.

3. When a disclosure is made under this subdivision:

- a. if the parent or eligible student so requests, the charter school shall provide them with a copy of the records disclosed; and
- b. if the parent of a student who is not an eligible student so requests, the charter school shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

- a. identifies and authenticates a particular person as the source of the electronic consent; and
- b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

a. in plain language;

b. dated;

c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

d. specific as to the nature of the information the subject is authorizing to be disclosed;

e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district or charter school that are subject to third-party reimbursement.

B. Prior Consent for Disclosure Not Required

The charter school 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 charter school whom the charter school determines to have a legitimate educational interest in such records.

2. To a contractor, consultant, volunteer, or other parties to whom the charter school has outsourced institutional services or functions provided that the outside party:

- a. performs an institutional service or function for which the charter school would otherwise use employees;
- b. is under the direct control of the charter school with respect to the use and maintenance of education records, and
- c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which a student possessed or used a dangerous weapon, and with proper annual notice, suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act. The records also shall include a copy of any probable cause notice or any disposition or a 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 charter school 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 of this policy.

4. To authorized state and federal officials as provided in federal and/or state statute.

5. In connection with financial aid for which a student has applied or received, if the information is necessary for such purposes as to:

- a. determine eligibility for the aid;
- b. determine the amount of the aid;
- c. determine conditions for the aid; or
- d. enforce the terms and conditions of the aid.

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

6. To accrediting organizations to carry out their accrediting functions.
7. To organizations conducting studies for educational purposes provided that the studies are conducted in a manner which will not permit the personal identification of students or parents by individuals other than official representatives of the organizations making the studies.
8. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes.
9. To comply with a judicial order or lawfully issued subpoena provided that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding.
10. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In deciding whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students.
11. To military recruiting officers and post-secondary educational institutions in accordance with applicable federal and state law.

12. 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.

13. 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 charter school for students or former students.

14. 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: the student's full name, home address, phone number, date of birth, school schedule, attendance record, photographs, if any, and parents' names, home addresses and phone numbers; and

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. Before releasing this information, the program director or executive director 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.

c. 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.

15. 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 program director must notify the counselor immediately and must place the disposition order in the student's permanent education record. The program director also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the program director 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 program director may also notify other charter school employees, substitutes, and volunteers who are in direct contact with the student if the program director 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 program director must identify the student, outlining the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. The 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;

16. To the program director where the student attends if it is information from a peace officer's record of children received by the executive director under Minn. Stat. § 260B.171, Subd. 5. The program director must place the information in the student's education record. The program director also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the program director 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 program director may also notify other charter school employees, substitutes, and volunteers who are in direct contact with the student if the program director 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 program director 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 program director must delete the peace officer's record from the student's education 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.

17. To school staff, notification of students with a history of violent behavior, under state law.

Certain records such as those containing child welfare reports pertaining to abused or battered children shall not be made available to parents. Reports made by the charter school under Minn. Stat. § 626.556 shall be accessible only to appropriate welfare and law enforcement agencies. The subject individual may obtain a copy of the report from either the local welfare agency, county sheriff or the local police department as permitted by state law.

The charter school may deny access to parents to their student's education records upon written request of the student if it determines denying parental access would be in the best interests of the student, considering the factors stated in state and federal laws.

Students shall not be entitled to access to private data concerning financial records and statements of the student's parents.

PROCEDURE FOR OBTAINING NON DISCLOSURE OF DIRECTORY INFORMATION

Within thirty (30) days after annual public notice regarding directory information has been provided, the parent's or eligible student's written notice requesting nondisclosure of directory information shall be directed to the responsible authority and shall include the following:

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

PROCEDURE FOR REFUSING RELEASE OF DATA TO MILITARY RECRUITMENT OFFICERS

To refuse the release of information to military recruiting officers, a parent or eligible student must notify the responsible authority, the appropriate program director, in writing, by October 1 of each school 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 the student;
5. Parent's legal relationship to the 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.

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, including military recruiting officers. To make any directory information about a student private, the procedures in section 1 of these rules 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.

Data released to military recruitment officers 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 cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

WRITTEN CONSENT

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 in charter school policy, or state or federal law. The written consent required by state and federal law must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

1. a specification of the records to be disclosed;
2. the purpose(s) of the disclosure;
3. the party or class of parties to whom the disclosure may be made;
4. The consequences of giving informed consent; and
5. if appropriate, the termination date for the consent.

REDISCLASURE

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 disclosed will not disclose the information to any other party without the proper 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.

REVIEW OF STORED DATA

The school district shall permit the parent of a student who is or has been in attendance in the school district to inspect and review the education records of the student. The school district shall comply with such a request immediately, if possible, or within ten working days of the date, the request is received, exclusive of Saturdays, Sundays and holidays.

1. The right to responses from school district officials to reasonable requests for explanations and interpretations of the records.
2. The right to obtain copies of the records from the school district where the failure of the school district to provide the copies would effectively prevent a parent or eligible student from exercising the right to inspect and review the education records.

The right to inspect and review education records under the preceding paragraph includes:

Parents or eligible students wishing to inspect educational records shall submit to the school district a written request which identifies as precisely as possible the record or records to be inspected.

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

A record of review of education records pursuant to this section shall be recorded on a form attached to the student's file.

The parent or eligible student shall bear the cost of providing copies of records. The responsible authority may waive this fee in whole or in part if they determine that failure to do so would effectively prevent the parent or eligible student from exercising the right to inspect and review those records. The school district reserves the right to make a charge for copies such as

transcripts it forwards to potential employers or post-secondary educational institutions for employment or admissions purposes.

REQUEST TO AMEND RECORDS: PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records: The parent or guardian of a student or an eligible student who believes that information contained in the education records is inaccurate, incomplete, misleading or violates the rights of a student may request that the charter school 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 charter school to make. The request shall be signed and dated by the requestor
2. The charter school shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the charter school decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

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

1. If, as a result of the hearing, the charter school decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the charter school 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 they disagree 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 charter school as part of the education records of the student so long as the school district maintains the record or contested portion thereof; and

b. if the charter school discloses the education records of the student or the contested portion thereof 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 charter school 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 charter school who does not have a direct interest in the outcome of the hearing. The board attorney shall be in attendance to present the 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 charter school shall decide writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed by the applicable provisions of Minn. Stat. Ch. 14 relating to contested cases.

RECORD SECURITY

A. **Responsible Authority:** The responsible authority shall be responsible for the maintenance and security of student records.

1. Each program director, subject to the supervision and control of the executive director, shall be the record manager for his or her school program and shall have the responsibility for maintaining and securing the privacy of student records according to charter school policy.

B. **Plan for Securing Student Records:** Each program director shall submit to the executive director a written plan for securing student records. The plan shall include:

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

The Executive Director shall examine all plans and certify in writing that they comply with the law and with this policy. Any proposed changes in plans are subject to approval by the Executive Director.

C. **Record Keeping:** Each program director shall maintain a record of each request for personally identifiable information from the education records of a student. The record shall indicate:

1. The parties who have requested or received personally identifiable information from the education records of the student.
2. the legitimate interests these parties had in requesting or obtaining the information; and
3. the names of the state and local educational authorities and federal officials and agencies listed in this policy that may make further disclosures of

personally identifiable information from the student's education records without consent

The above does not apply to requests by or disclosures to a parent or student, with the written permission of a parent or eligible student, disclosures to appropriate school officials, or disclosures of directory information.

The record of requests and disclosures may be inspected by:

1. The parent of the student or the eligible student.
2. The school official or his or her assistant who is responsible for the custody of the records.
3. Persons authorized by law to audit the charter school's record-keeping procedures.

RIGHTS OF PARENTS AND STUDENTS

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

1. To inspect and review the student's education records;
2. To consent to disclosures of personally identifiable information contained in the student's education records, except where consent is not required for disclosure;
3. 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;
4. To refuse the release of the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. To file a complaint with the U.S. Department of Education for alleged violations of federal law;
6. To be informed about rights under the federal law; and
7. To obtain a copy of this policy at the office of the executive director.

All rights of parents under this policy transfer to the student when they reach eighteen (18) years of age or enroll in an institution of post-secondary education. However, the parents of an eligible student, who is also a

dependent student, retain the right to gain access to the student's education records without first obtaining the student's consent.

The charter school shall respond to any request of a student, an eligible student, or the parent of an eligible student who is also a dependent student to inspect and review education records immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays.

Annual Notification of Rights: The charter school shall give parents of students in attendance and eligible students in currently in attendance annual notice in a manner reasonably likely to inform the parents and eligible students of their rights to inspect and review the student's education records and the procedure for inspecting and reviewing education records, and the right to seek amendment of the student's education records to ensure the 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.

Complaints about Non-Compliance: Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the Family Policy Compliance Office, U.S. Department of Education. 400 Maryland Avenue, S.W., Washington, D.C. 20202-4605. A complaint filed under this section must contain specific allegations of fact giving reasonable cause to believe that a violation of federal law or rule has occurred.

Legal Reference:

Minn. Stat. § 13.32 Minnesota Government Data Practices Act

Minn. Stat. § 124E.03, subd. 5(a)(charter schools must comply with the Minnesota Government Data Practices Act)

20 U.S.C. § 1232g Family Educational Rights and Privacy Act

34 CFR Part 99 Code of Federal Regulations under FERPA

Rationale: *The purpose of this policy is to establish a well-defined system of maintaining and processing student records in conformity with state and federal rules and laws governing data privacy.*

