

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

**Agenda**

1. **Call to Order:**
2. **Conflict of Interest Check:**
3. **Approval of August 17, 2020 Agenda:**
4. **Approval of July 21, 2020 Minutes:**
5. **Public Comments:**
6. **Financial Report: (Josh MacLachlan - Treasurer, Nate Winter - CLA)**
  - a. **Approval of FY20 ADM report**
  - b. **Approval of June 2020 Preliminary Financial Report**
  - c. **Approval of June 2020 Preliminary Disbursements**
  - d. **Approval of July 2020 Financial Report**
  - e. **Approval of July 2020 Disbursements**
7. **Ex Officio Report: (Julie Peterson)**
8. **Student Data Report – Katie Siewert**

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

**9. Strategic Items**

- a. Review of Virtual Learning Roadmap
- b. Review of updates to virtual and hybrid learning plan and curriculum
- c. Review of updated brand standards
- d. Review of FY21 Board Training Schedule
- e. PSEO Contracting proposal - Second Reading

**10. Action Items**

- a. Approval of Policy 512 - Student Educational Data Policy - Third Reading
- b. Approval Policy 513 - Protection and Privacy of Student Records - Second Reading
- c. Approval of anti-racist anti-bias commitment statement
- d. Approval of Virtual Learning Roadmap authority for TPS

**11. Adjourn**

School Board Meeting Agenda  
Tuesday, July 21, 2020  
5:00 pm  
Conducted Remotely Via Google Hangouts Meeting

**Board Members Present Remotely** Josh MacLachlan, Amy Charpentier, Rachael McNamara, Tennille Warren, LeAnn Lindusky, Katie Siewert, Tenille Warren, David Massey (arrived late)

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

**Agenda**

**1. Call to Order:**

- a. Amy Charpentier calls meeting to order at 5:01 p.m.

**2. Conflict of Interest Check:**

- a. None to report

**3. Approval of July 21, 2020 Agenda:**

- a. Josh MacLachlan motions to approve the July 21, 2020 agenda with addition of item 9f: PSEO contracting proposal- Katie Siewert seconds.
- b. Discussion:
  - i. PSEO contracting proposal is taken from another charter and is a possible way to maximize and ADM and better help students taking college courses.
- c. Motion passes with following votes:
  - i. Josh MacLachlan - Aye
  - ii. Rachael McNamara -Aye
  - iii. Tenille Warren - Aye
  - iv. Katie Siewert - Aye
  - v. Amy Charpentier - Aye
  - vi. Leann Lindusky - Aye

**4. Approval of June 16, 2020 Minutes:**

- a. Katie Siewert motions to approve the June 16, 2020 Minutes - Rachael McNamara seconds
- b. Discussion:
  - i. Correct spelling on “Siewert”
- c. Motion passes with following votes:
  - i. Josh MacLachlan - Aye
  - ii. Rachael McNamara -Aye

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

- iii. Tenille Warren - Aye
- iv. Katie Siewert - Aye
- v. Amy Charpentier - Aye
- vi. Leann Lindusky - Aye

**5. Public Comments:**

- a. No public present

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

- a. CLA will provide detailed FY20 financials after June 2020 financials have been reconciled. Financial reports for June & July 2020 will be presented at the August 2020 board meeting.
  - i. June financials will likely be drastically different after audit report is completed. Typical plan is to present the June financials in August.
  - ii. June and July reports will be presented in August

**7. Ex Officio Report: (Julie Peterson)**

- a. Distance Learning Updates
  - i. 3 options ready to go for September
- b. Committee Updates:
  - i. TPS:
    - 1. Enrollment tours following COVID protocols
    - 2. Seeking training for teaching anti-racism. May be requesting money.
  - ii. Personnel: No updates
  - iii. Behavior: No updates
  - iv. Nutrition program:
    - 1. Moving forward with vending machines
  - v. Marketing:
    - 1. Still finding different ways to incentivize recruiting
      - a. Considered giving prizes for recruiting new students. Need to be careful to comply with laws. MACS advises against it.
      - b. Putting advertisements in St Paul Voice, and on social media
      - c. 8 New enrolled students as of now.
      - d. 2 students (current 8th graders) enrolled for following year.
    - 2. Updated Branding
      - a. Brandmark should communicate “Urban”, “Modern”, and “Innovative”

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

- b. Specific areas for improvement:
    - i. Colors
    - ii. Logo
    - iii. Typeface
  - c. Iterating “A” design, “aHa” design, and “tree” design with different typefaces. Once narrowed down, will iterate with different color palettes
  - d. Goal being to DIFFERENTIATE us from other schools.
- vi. Curriculum:
- 1. Continuing to plan for different possibilities related to COVID
    - a. ABABF or AABBF schedules in case a hybrid schedule is needed. TPS will meet right away after directives are made on July 27.
  - 2. Plan to switch times to 8:30-3:05
  - 3. Fridays will be optional distance learning:
    - a. Teachers will be in building
    - b. Students can set up appointments and use school resources
    - c. Transitions program will be able to meet during Fridays
  - 4. Transitions Program:
    - a. Developed for older students on IEPs
    - b. Case managers work with students on graduation standards in their IEP
- vii. SpEd: No updates
- viii. Tiger Team: Continuing to develop distance learning plans.

David Massey Arrives at 5:32pm

**8. Student Data Report – Katie Siewert**

- a. No updates. Lab report, math growth, and attendance data received too late for meeting.

**9. Strategic Items**

- a. Review of proposed Policy 512 - Student Educational Data Policy - Second Reading
  - i. Board requests that TPS committee rewrite sections referencing “Principal” to account for TPS structure.
  - ii. Sharing data with military recruiters: Parents should opt-in. Default should be to not share. Need to verify laws on disclosure and possession of data.
- b. Review of proposed Policy 513 - Protection and Privacy of Student Records - Second Reading

## School Board Meeting Agenda & Minutes

Tuesday, July 21, 2020

- i. Board requests that TPS committee rewrite sections referencing “Principal” to account for TPS structure.
    - ii. Sharing data with military recruiters: Parents should opt-in. Default should be to not share. Need to verify laws on disclosure and possession of data.
  - c. Review of “school values & beliefs” proposal - Second Reading
    - i. Need to seek training
      - 1. Erika Jones: Global Inclusion & Diversity Business Leader at Cargill
      - 2. Corresponding with 3 other options as well.
      - 3. No proposals as of now
    - ii. These values may be more for staff than a statement to send to students/parents
    - iii. Values must link to curriculum
    - iv. David asks about how we track student data related to anti racism
      - 1. If/how behaviors and consequences correspond to race?
      - 2. If/how students perceive the world in terms of race/racism? Start with a survey?
  - d. Review of 6/16/2020 Board evaluation of TPS committee.
    - i. TPS committee met expectations overall. TPS team continually identifies problems and takes swift and appropriate action to fix them. The board likes this.
    - ii. ADM and finances are still a major area of focus
    - iii. Board will provide TPS committee with detailed report in August
  - e. Board Training: (30 min limit)
    - i. Josh will propose year-long training schedule at August meeting
  - f. PSEO Contracting proposal - First Reading
    - i. Discrepancy in ADM rooted in how PSEO students are counted
    - ii. Though, students are entitled to take PSEO classes, we as a school can directly with colleges to help students earn college credits
    - iii. Arrangements like this would allow for more clear ADM accounting and help school provide assistance to students taking college courses in a more focused and effective way. Example: in the past, students have taken PSEO course that do not align with credits they need to graduate. Though students will still be able to go through the PSEO program, the school could provide a different track for accessing college courses in line with a student’s graduation plan.

### 10. Action Items

- a. Approval of change to school start time - Third Reading
  - i. Josh MacLachlan motions to approve changes to school start time - Amy Charpentier seconds

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

- ii. Discussion:
  - 1. Change school start time from 8:00 to 8:30am
  - 2. School would end at 3:05 instead of 2:35pm
- iii. Motion passes with following votes:
  - 1. Josh MacLachlan - Aye
  - 2. Rachael McNamara -Aye
  - 3. David Massey - Aye
  - 4. Tenille Warren - Aye
  - 5. Katie Siewert - Aye
  - 6. Amy Charpentier - Aye
  - 7. Leann Lindusky - Aye

b. Approval of 2020-2021 School Year Calendar

- i. Katie Siewert motions to approve 2020-2021 School Year Calendar - Tenille Warren seconds
- ii. Discussion:
  - 1. No issues to note
- iii. Motion passes with following votes:
  - 1. Josh MacLachlan - Aye
  - 2. Rachael McNamara -Aye
  - 3. David Massey - Aye
  - 4. Tenille Warren - Aye
  - 5. Katie Siewert - Aye
  - 6. Amy Charpentier - Aye
  - 7. Leann Lindusky - Aye

**11. Adjourn**

- a. David Massey motions to adjourn at 6:10pm

SCHOOL ADM SERVED REPORT

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
GRADE	PUN	INST	LENGTH	RESIDENTS	ENROLLMENT	NONRESIDENTS	INELIGIBLE	PRIVATE	TRIBAL	-SHARED	TIME-	CONTRACT	ADJ	TOTAL	E + F	EL
SAC	WTG	DAY	OF DAY	00,02,27	1,3,4,8,11-13	15,20-22,29	15,20-22,29	C AND T	/GRANT	AID	TUI	ALTERNATIVE	EXT	SERVED	ADJUSTED	ADM
07	1.200	171	410	0.00	11.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.35	11.35	0.00
08	1.200	171	410	0.00	17.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.51	17.51	0.00
10P	1.200	171	410	0.00	28.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.17	28.17	0.00
11	1.200	171	410	0.00	0.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.73	0.73	0.00
11P	1.200	171	410	0.00	36.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.82	36.82	0.00
12	1.200	171	410	0.00	1.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.73	1.73	0.00
12P	1.200	171	410	0.00												

GRADE	PUN	RESIDENTS	ENROLLMENT	NONRESIDENTS	INELIGIBLE	PRIVATE	TRIBAL	-SHARED	TIME-	CONTRACT	ADJ	TOTAL	E + F	EL
COHORT	WTG		OPTIONS	TUITION		C AND T	/GRANT	AID	TUI	ALTERNATIVE	EXT	SERVED	ADJUSTED	ADM
9-12	1.200	0.00	96.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.31	96.31	0.00
TOTAL ADM		0.00	96.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.31	96.31	0.00
TOTAL PUN		0.00	115.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.57	115.57	0.00

EC  
 PK  
 HK  
 KG  
 KG5  
 1-3  
 4-6  
 7-8  
 9-12  
 TOTAL ADM  
 TOTAL PUN



A	B	E	F	G	H	I	J	K	L	M	N	O	P	Q
GRADE	PUN	RESIDENTS	ENROLLMENT	NONRESIDENTS	INELIGIBLE	PRIVATE	TRIBAL	-SHARED	TIME-	CONTRACT	ADJ	TOTAL	E + F	EL
SAC	WTG	00,02,27	1,3,4,8,11-13	15,20-22,29	15,20-22,29	C AND T	/GRANT	AID	TUI	ALTERNATIVE	EXT	SERVED	ADJUSTED	ADM
EC		0.00	11.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.35	11.35	0.00
PK		0.00	17.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.51	17.51	0.00
HK		0.00	28.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.17	28.17	0.00
KG		0.00	0.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.73	0.73	0.00
KG5		0.00	36.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.82	36.82	0.00
01		0.00	1.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.73	1.73	0.00
02														
03														
04														
05														
06														
07														
08	1.200	0.00	11.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.35	11.35	0.00
09	1.200	0.00	17.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.51	17.51	0.00
10														
10P														
11	1.200	0.00	28.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.17	28.17	0.00
11P	1.200	0.00	0.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.73	0.73	0.00
12	1.200	0.00	36.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.82	36.82	0.00
12P	1.200	0.00	1.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.73	1.73	0.00

GRADE	PUN	RESIDENTS	ENROLLMENT	NONRESIDENTS	INELIGIBLE	PRIVATE	TRIBAL	-SHARED	TIME-	CONTRACT	ADJ	TOTAL	ADJUSTED	EL
COHORT	WTG	00,02,27	1,3,4,8,11-13	15,20-22,29	15,20-22,29	C AND T	/GRANT	AID	TUI	ALTERNATIVE	EXT	SERVED	ADJUSTED	ADM
9-12	1.200	0.00	96.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.31	96.31	0.00
TOTAL ADM		0.00	96.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.31	96.31	0.00
TOTAL PUN		0.00	115.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.57	115.57	0.00

GRADE	PUN	RESIDENTS	ENROLLMENT	NONRESIDENTS	INELIGIBLE	PRIVATE	TRIBAL	-SHARED	TIME-	CONTRACT	ADJ	TOTAL	ADJUSTED	EL
COHORT	WTG	00,02,27	1,3,4,8,11-13	15,20-22,29	15,20-22,29	C AND T	/GRANT	AID	TUI	ALTERNATIVE	EXT	SERVED	ADJUSTED	ADM
EC		0.00	11.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.35	11.35	0.00
PK		0.00	17.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.51	17.51	0.00
HK		0.00	28.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.17	28.17	0.00
KG		0.00	0.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.73	0.73	0.00
KG5		0.00	36.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.82	36.82	0.00
1-3		0.00	1.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.73	1.73	0.00
4-6														
7-8														
9-12	1.200	0.00	96.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.31	96.31	0.00
TOTAL ADM		0.00	96.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.31	96.31	0.00
TOTAL PUN		0.00	115.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.57	115.57	0.00

GRADE	WTG	1	2	3	4	5	6	7	8	9	10	11	12	13	14
		SERVED IN DISTRICT	SERVED IN COOP. RES IS FISCAL	SERVED IN COOP. RES IS FISCAL	INCL (4)	ELSEWHR	CHARTER	TO OTHR MN DST	TO NONP /NONMN	TOTAL RESIDENT	TUITION	PRIVATE C AND T	NONRESIDENTS	COOP. THIS IS FISCAL	TOTAL ADJUSTED
EC															
PK															
HK															
KG															
01															
02															
03															
04															
05															
06															
07															
08															
09	1.200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.35	0.00	11.35
10	1.200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.51	0.00	17.51
10P															
11	1.200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.17	0.00	28.17
11P	1.200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.73	0.00	0.73
12	1.200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.82	0.00	36.82
12P	1.200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.73	0.00	1.73

GRADE	WTG	1	2	3	4	5	6	7	8	9	10	11	12	13	14
		SERVED IN DISTRICT	SERVED IN COOP. RES IS FISCAL	SERVED IN COOP. RES IS FISCAL	INCL (4)	ELSEWHR	CHARTER	TO OTHR MN DST	TO NONP /NONMN	TOTAL RESIDENT	TUITION	PRIVATE C AND T	NONRESIDENTS	COOP. THIS IS FISCAL	TOTAL ADJUSTED
9-12	1.200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.31	0.00	96.31
TOTAL ADM		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.31	0.00	96.31
TOTAL FUN		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.57	0.00	115.57

GRADE	WTG	1	2	3	4	5	6	7	8	9	10	11	12	13	14
		SERVED IN DISTRICT	SERVED IN COOP. RES IS FISCAL	SERVED IN COOP. RES IS FISCAL	INCL (4)	ELSEWHR	CHARTER	TO OTHR MN DST	TO NONP /NONMN	TOTAL RESIDENT	TUITION	PRIVATE C AND T	NONRESIDENTS	COOP. THIS IS FISCAL	TOTAL ADJUSTED
EC															
PK															
HK															
KG															
KG5															
1- 3															
4- 6															
7- 8															
9-12	1.200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.31	0.00	96.31
TOTAL ADM		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.31	0.00	96.31
TOTAL FUN		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.57	0.00	115.57







- June 2020 -

## Financial Statements

\*Preliminary estimates – these figures can and will change with final fiscal year entries for the audit as well as final FY20 expenses to be paid

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 June 2020 financial statements, as presented to the School Board*

\*\* As of month-end, 100% of the year was complete

## Enrollment

- Current Approved Budget: 96
- Current School Enrollment: 96
- Current Average ADM: 96.31
- Variance: 0

## Statement of Activities

Cash at the end of June was \$173K, which is a \$33K decrease from the prior month. The current year estimated state receivable that is owed to the School through month end was \$309K. The full prior year state receivable owed to the School has been received.

The beginning fund balance for the year is \$349,075.

## Schedule of Budget and Actual Revenue and Expenses

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

- Revenues for the month were at 95% of budget:
  - Two IDEAS payments on the 13<sup>th</sup> and 30<sup>th</sup>
  - Local Deposits
- Expenditures for the month were at 94% of budget:
  - Normal monthly payroll and benefits
  - Normal monthly payments of rent, benefits, contracted services, and supplies went out

## Other Items of Importance

- Year to date activity is current as of today. There will be a final reconciliation of state and federal aids prior to the audit, AP invoices will continue to come through, and final payroll reconciliations will still be occurring.
- Final FY20 figures will be presented in the fiscal audit. Fieldwork is set to take place on October 1<sup>st</sup>.

# Academic Arts High School Financial Dashboard

June 2020    100% of School Year Complete

## REVENUE

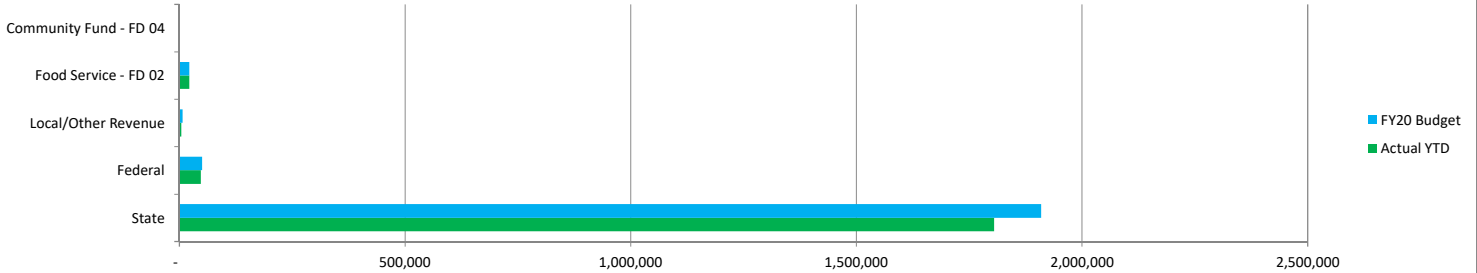
**Total Revenue this Month**  
\$124,392

**Total Revenue YTD**  
\$1,885,338

**Budgeted Revenue FY20**  
\$1,990,153

**% of Revenue Budget**  
95%

### Revenue - Actual vs. Budget



## EXPENSE

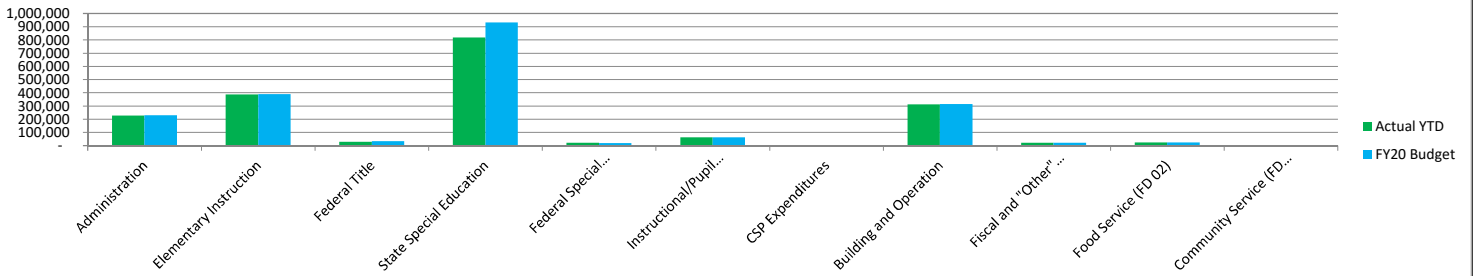
**Total Expense this Month**  
\$156,957

**Total Expense YTD**  
\$1,893,354

**Budgeted Expense FY20**  
\$2,019,336

**% of Expense Budget**  
94%

### Expense - Actual vs. Budget



## BALANCE SHEET

**Cash at End of Month**  
\$172,882

**Cash at End of Prior Month**  
\$205,447

**Beginning Fund Balance - FY20**  
\$349,075

**Budgeted Fund Balance - End of FY20**  
\$319,892

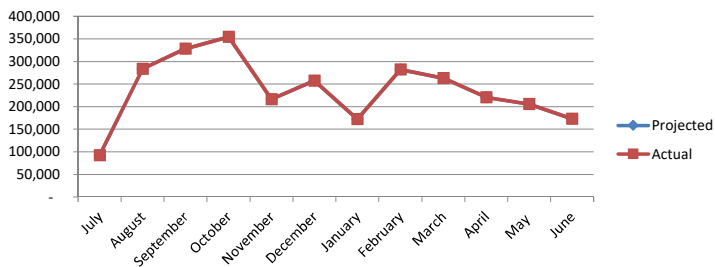
**Cash at Beginning of Year**  
\$127,288

**Projected Cash Balance- End of FY20**  
\$172,882

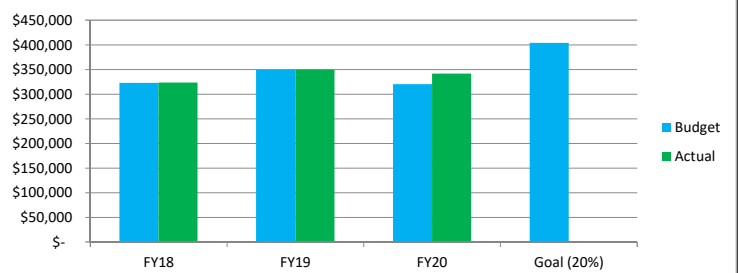
**Fund Balance at Month End**  
\$341,058

**Long-Term Fund Balance Goal (20%)**  
\$403,867

### Cash Flow Projection



### Fund Balance - Budget vs. Actual



## ENROLLMENT

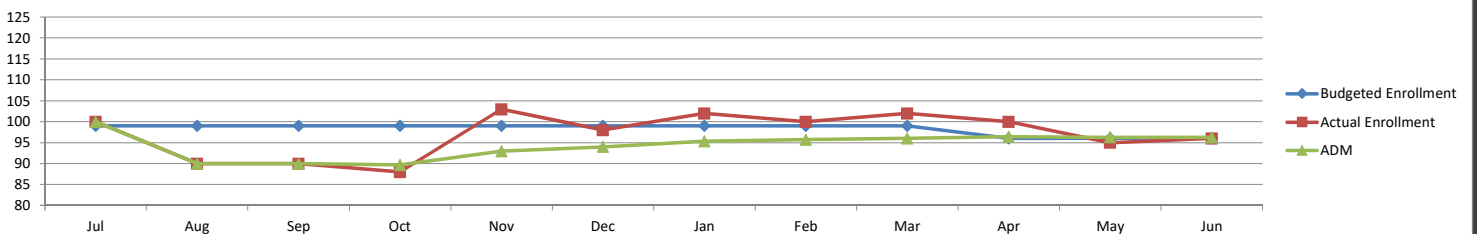
**Actual Enrollment at Month End**  
96

**Budgeted Enrollment**  
96

**Actual ADM - YTD**  
96

**Actual vs. Budgeted Enrollment Variance**  
0

### 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 June 2020

	<i>Current</i>	<i>Prior</i>	<i>\$ Change</i>	<i>Audited</i>	<i>YTD \$ Change</i>
	<i>Month</i>	<i>Month</i>			
	<b>6/30/2020</b>	<b>5/31/2020</b>		<b>6/30/2019</b>	
<b>ASSETS:</b>					
Current Assets:					
Cash	172,882	205,447	(32,565)	127,288	45,594
Accounts Receivable	-	-	-	-	-
Due from MDE - Prior Year Receivable	-	-	-	-	-
Due from MDE - Current Year Estimate	308,573	383,959	(75,386)	357,399	(48,826)
Due from Federal	7,883	3,276	4,607	17,325	(9,442)
Prepays	19,736	7,463	12,273	6,916	12,820
<b>Total Current Assets</b>	<b>509,073</b>	<b>600,145</b>	<b>(91,072)</b>	<b>508,928</b>	<b>146</b>
Capital Assets:					
Buildings and Equipment	-	-	-	-	-
Less: Accumulated Depreciation	-	-	-	-	-
<b>Total Net Capital Assets</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL ASSETS</b>	<b>509,073</b>	<b>600,145</b>	<b>(91,072)</b>	<b>508,928</b>	<b>146</b>
<b>LIABILITIES:</b>					
Current Liabilities:					
Salaries Payable	117,122	226,952	(109,830)	146,091	(28,969)
Accounts Payable	15,905	7,729	8,176	13,762	2,143
Payroll Liabilities	34,988	14,639	20,349	-	34,988
Other Liabilities	-	-	-	-	-
Unearned Revenue	-	-	-	-	-
Line of Credit	-	-	-	-	-
<b>Total Current Liabilities</b>	<b>168,015</b>	<b>249,320</b>	<b>(81,305)</b>	<b>159,852</b>	<b>8,162</b>
<b>FUND BALANCE</b>					
Beginning Fund Balance as of July 1, 2019	349,075	349,075	-	322,859	
Net Income, FY2020 to Date	(8,017)	1,750	(9,767)	26,216	(34,233)
<b>Ending Fund Balance</b>	<b>341,058</b>	<b>350,825</b>	<b>(9,767)</b>	<b>349,075</b>	<b>(8,017)</b>
<b>TOTAL FUND BALANCE</b>	<b>341,058</b>	<b>350,825</b>	<b>(9,767)</b>	<b>349,075</b>	<b>(8,017)</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>509,073</b>	<b>600,145</b>	<b>(91,072)</b>	<b>508,928</b>	<b>145</b>

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

# Academic Arts High School

## Balance Sheet

As of June 2020

	<b>ALL FUNDS</b>	<i>General Fund</i>	<i>Food Service</i>	<i>Community Fund</i>	<i>Capital Assets</i>
	<b>Total</b>	<b>FD 01</b>	<b>FD 02</b>	<b>FD 04</b>	<b>FD 98</b>
<b>ASSETS:</b>					
Current Assets:					
Cash	172,882	173,946	(1,064)	-	-
Accounts Receivable	-	-	-	-	-
Due from MDE - Prior Year Receivable	-	-	-	-	-
Due from MDE - Current Year Estimate	308,573	308,573	-	-	-
	-	-	-	-	-
Due from Federal	7,883	5,868	2,016	-	-
Prepays	19,736	19,736	-	-	-
<b>Total Current Assets</b>	<b>509,073</b>	<b>508,122</b>	<b>952</b>	<b>-</b>	<b>-</b>
Capital Assets					
Buildings and Equipment					
(Less) Depreciation					
<b>Total Net Capital Assets</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL ASSETS</b>	<b>509,073</b>	<b>508,122</b>	<b>952</b>	<b>-</b>	<b>-</b>
<b>LIABILITIES:</b>					
Current Liabilities:					
Salaries Payable	117,122	117,122	-	-	-
Accounts Payable	15,905	15,905	-	-	-
Payroll Liabilities	34,988	34,988	-	-	-
Other Liabilities	-	-	-	-	-
Unearned Revenue	-	-	-	-	-
Line of Credit	-	-	-	-	-
<b>Total Current Liabilities</b>	<b>168,013</b>	<b>168,015</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE</b>					
Beginning Fund Balance as of July 1, 2019	349,075	348,124	952	-	-
Net Income, FY 2020 to Date	(8,017)	(8,017)	0	-	-
<b>Ending Fund Balance</b>	<b>341,058</b>	<b>340,107</b>	<b>952</b>	<b>-</b>	<b>-</b>
Investment in Capital Assets	-	-	-	-	-
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>509,073</b>	<b>508,122</b>	<b>952</b>	<b>-</b>	<b>-</b>

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

**Academic Arts High School**  
**Income Statement - Variance**  
As of June 2020

100% of Fiscal Year 2019-2020 Complete

	YTD Actual	YTD Budget	YTD Variance	FY20 Revised Budget	% of Budget
<b>FUND 01</b>					
<b>DISTRICT REVENUE - GENERAL FUND</b>					
Local & Other	4,511	7,500	(2,989)	7,500	60%
State - Gen. Ed. Aid	850,759	845,888	4,871	845,888	101%
State - Special Education	779,832	889,720	(109,888)	889,720	88%
State - Lease Aid	151,859	151,373	486	151,373	100%
State - Other	22,777	22,563	214	22,563	101%
<i>Estimated State Holdback Recognized</i>	-	-	-	-	N/A
PY Over/Under Accrual	5,399	-	-	-	N/A
Federal - Title	26,934	31,875	(4,941)	31,875	84%
Federal - Special Ed.	21,010	18,983	2,027	18,983	111%
<b>TOTAL DISTRICT REVENUE - GENERAL FUND</b>	<b>1,863,082</b>	<b>1,967,903</b>	<b>(104,821)</b>	<b>1,967,903</b>	<b>95%</b>
<b>DISTRICT EXPENDITURES - GENERAL FUND</b>					
<b>Administration &amp; District Support Services</b>					
Salary & Benefits	90,809	92,066	(1,257)	92,066	99%
Purchased Services	99,326	100,000	(674)	100,000	99%
Supplies & Equipment	23,314	24,000	(686)	24,000	97%
Other Fees	13,774	13,000	774	13,000	106%
<b>Total Administration &amp; District Support Expenditures</b>	<b>227,224</b>	<b>229,066</b>	<b>(1,842)</b>	<b>229,066</b>	<b>99%</b>
<b>Instructional Expenditures</b>					
Salary & Benefits	362,961	362,622	339	362,622	100%
Purchased Services	11,789	15,000	(3,211)	15,000	79%
Supplies & Equipment	11,940	12,500	(560)	12,500	96%
Other Fees	-	-	-	-	0%
<b>Total Instructional Expenditures</b>	<b>386,690</b>	<b>390,122</b>	<b>(3,432)</b>	<b>390,122</b>	<b>99%</b>
<b>Federal Title</b>					
Salary & Benefits	19,397	19,397	(0)	19,397	100%
Purchased Services	5,792	10,478	(4,686)	10,478	55%
Supplies & Equipment	1,745	2,000	(255)	2,000	87%
Other Fees	-	-	-	-	0%
<b>Total Federal Title Expenditures</b>	<b>26,934</b>	<b>31,875</b>	<b>(4,941)</b>	<b>31,875</b>	<b>84%</b>
<b>State Special Education</b>					
Salaries/Wages and Benefits	742,553	854,815	(112,262)	854,815	87%
Purchased Services	13,632	13,500	132	13,500	101%
Supplies & Equipment	3,625	4,320	(695)	4,320	84%
Transportation	57,029	58,360	(1,331)	58,360	98%
Other Fees	-	-	-	-	0%
<b>Total State Special Education Expenditures</b>	<b>816,840</b>	<b>930,995</b>	<b>(114,155)</b>	<b>930,995</b>	<b>88%</b>

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

	YTD Actual	YTD Budget	YTD Variance	FY20 Revised Budget	% of Budget
<b>Federal Special Education</b>					
Salaries/Wages and Benefits	-	-	-	-	0%
Purchased Services	19,295	10,000	9,295	10,000	193%
Supplies & Equipment	1,715	8,983	(7,268)	8,983	19%
Other Fees	-	-	-	-	0%
<b>Total Federal Special Education Expenditures</b>	<b>21,010</b>	<b>18,983</b>	<b>2,027</b>	<b>18,983</b>	<b>111%</b>
<b>Instructional/Pupil Support</b>					
Salary & Benefits	38,546	38,546	(0)	38,546	100%
Purchased Services	22,322	23,000	(678)	23,000	97%
Supplies & Equipment	70	-	70	-	0%
Other Fees	-	-	-	-	0%
<b>Total Instructional Support Expenditures</b>	<b>60,938</b>	<b>61,546</b>	<b>(608)</b>	<b>61,546</b>	<b>99%</b>
<b>Building &amp; Operations</b>					
Salaries/Wages and Benefits	-	-	-	-	0%
Purchased Services	73,093	75,000	(1,907)	75,000	97%
Facilities Lease	227,507	227,507	-	227,507	100%
Supplies & Equipment	478	1,000	(522)	1,000	48%
Other Fees	9,850	9,500	350	9,500	104%
<b>Total Building &amp; Operations Expenditures</b>	<b>310,928</b>	<b>313,007</b>	<b>(2,079)</b>	<b>313,007</b>	<b>99%</b>
<b>Fiscal &amp; Other Fixed Cost Programs</b>					
Purchased Services	-	-	-	-	0%
<i>Transfers to Other Funds</i>	20,535	-	-	21,492	0%
<b>Total Fiscal &amp; Other Fixed Cost Programs Expend.</b>	<b>20,535</b>	<b>-</b>	<b>20,535</b>	<b>21,492</b>	<b>94%</b>
<b>TOTAL DISTRICT EXPENDITURES - GENERAL FUND</b>	<b>1,871,099</b>	<b>1,975,594</b>	<b>(104,495)</b>	<b>1,997,086</b>	<b>94%</b>
<b>GENERAL FUND (01) - NET INCOME</b>	<b>(8,017)</b>	<b>(7,691)</b>	<b>(326)</b>	<b>(29,184)</b>	
<b>FUND 02</b>					
<b>DISTRICT REVENUE - FOOD SERVICE FUND</b>					
Local & Other	-	-	-	-	0%
State	178	178	-	178	100%
Federal	1,543	580	963	580	266%
<i>Transfers from Other Funds</i>	20,535	-	20,535	21,492	0%
<b>TOTAL DISTRICT REVENUE - FOOD SERVICE FUND</b>	<b>22,256</b>	<b>758</b>	<b>21,498</b>	<b>22,250</b>	<b>100%</b>
<b>DISTRICT EXPENDITURES - FOOD SERVICE FUND</b>					
Salaries/Wages and Benefits	-	-	-	-	0%
Purchased Services	22,256	22,250	6	22,250	100%
Supplies & Equipment	-	-	-	-	0%
<b>TOTAL DISTRICT EXPENDITURES - FOOD SERVICE FUND</b>	<b>22,256</b>	<b>22,250</b>	<b>6</b>	<b>22,250</b>	<b>100%</b>
<b>FOOD SERVICE FUND (02) - NET INCOME</b>	<b>0</b>	<b>(21,492)</b>	<b>21,492</b>	<b>-</b>	
<b>TOTAL REVENUES - ALL FUNDS</b>	<b>1,885,338</b>	<b>1,968,661</b>	<b>(83,323)</b>	<b>1,990,153</b>	<b>95%</b>
<b>TOTAL EXPENDITURES - ALL FUNDS</b>	<b>1,893,354</b>	<b>1,997,844</b>	<b>(104,490)</b>	<b>2,019,336</b>	<b>94%</b>
<b>NET INCOME (LOSS) - ALL FUNDS</b>	<b>(8,017)</b>	<b>(29,184)</b>	<b>21,167</b>	<b>(29,184)</b>	
<i>Beginning Fund Balance 7/1/2019</i>	<i>349,075</i>			<i>349,075</i>	
<b>Ending Fund Balance</b>	<b>341,058</b>			<b>319,892</b>	

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

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

District #	Payment #	Bank	Check #	Pay Type	Payment Date	Vendor #	Vendor	Curr	Amount	Financials
4119	8168	AB		WX	6/30/2020	1101	CUB FOODS	USD	\$ 98.55	Instructional S&E
4119	8169	AB		WX	6/30/2020	1313	Amazon	USD	\$ 32.85	Admin S&E
4119	8170	AB		WX	6/30/2020	1575	Southview Office CenterLLC	USD	\$ 25,161.90	Building Lease
4119	8171	AB		WX	6/30/2020	1775	Ford	USD	\$ 2,356.51	State SPED Transportation
4119	8172	AB		WX	6/30/2020	1775	Ford	USD	\$ 934.29	State SPED Transportation
4119	8173	AB		WX	6/30/2020	1856	CliftonLarsonAllen LLP	USD	\$ 3,118.81	Admin Purchased Services
4119	8173	AB		WX	6/30/2020	1856	CliftonLarsonAllen LLP	USD	\$ 3,286.75	Admin Purchased Services
4119	8174	AB		WX	6/30/2020	1876	USPS	USD	\$ 110.00	Admin Purchased Services
4119	8175	AB		WX	6/30/2020	1883	Alerus	USD	\$ 287.00	Payroll Liabilities
4119	8176	AB		WX	6/30/2020	1883	Alerus	USD	\$ 50.00	Payroll Liabilities
4119	8177	AB		WX	6/30/2020	1883	Alerus	USD	\$ 50.00	Payroll Liabilities
4119	8178	AB		WX	6/30/2020	1883	Alerus	USD	\$ 287.00	Payroll Liabilities
4119	8179	AB		WX	6/30/2020	1883	Alerus	USD	\$ 50.00	Payroll Liabilities
4119	8180	AB		WX	6/30/2020	1886	TRA	USD	\$ 4,183.81	Payroll Liabilities
4119	8181	AB		WX	6/30/2020	1886	TRA	USD	\$ 4,207.18	Payroll Liabilities
4119	8182	AB		WX	6/30/2020	1887	PERA	USD	\$ 1,052.35	Payroll Liabilities
4119	8183	AB		WX	6/30/2020	1887	PERA	USD	\$ 2,110.95	Payroll Liabilities
4119	8184	AB		WX	6/30/2020	1888	IRS	USD	\$ 9,379.22	Payroll Liabilities
4119	8185	AB		WX	6/30/2020	1888	IRS	USD	\$ 7,633.07	Payroll Liabilities
4119	8186	AB		WX	6/30/2020	1889	MN Dept of Revenue	USD	\$ 1,177.51	Payroll Liabilities
4119	8187	AB		WX	6/30/2020	1889	MN Dept of Revenue	USD	\$ 1,479.28	Payroll Liabilities
4119	8188	AB		WX	6/30/2020	1906	MN Child Support Center	USD	\$ 494.64	Payroll Liabilities
4119	8189	AB		WX	6/30/2020	1906	MN Child Support Center	USD	\$ 205.00	Payroll Liabilities
4119	8190	AB		WX	6/30/2020	1910	MN UI FUND	USD	\$ 3,172.00	Payroll Liabilities
4119	8191	AB		WX	6/30/2020	1911	Renewal Support	USD	\$ 699.00	Admin Purchased Services
4119	8192	AB		WX	6/30/2020	1911	Renewal Support	USD	\$ 49.00	Admin Purchased Services
4119	8193	AB		WX	6/30/2020	1912	Minnesota State	USD	\$ 2,027.00	Federal SPED PS
4119	8167	AB	1725	CH	6/25/2020	1876	USPS	USD	\$ 18.40	Admin Purchased Services
4119	8150	AB	6484	CH	6/5/2020	1849	Comcast Business	USD	\$ 154.76	Admin Purchased Services
4119	8149	AB	6485	CH	6/5/2020	1830	Hennepin Healthcare	USD	\$ 490.00	State SPED PS
4119	8147	AB	6486	CH	6/5/2020	1249	National Recognition Products	USD	\$ 610.64	Instructional S&E
4119	8148	AB	6487	CH	6/5/2020	1473	US Bancorp Equipment Finance	USD	\$ 223.06	I/PS Purchased Services
4119	8151	AB	6488	CH	6/10/2020	1879	MN PEIP - C/O MMB Fiscal Services	USD	\$ 11,747.92	Payroll Liabilities
4119	8152	AB	6489	CH	6/19/2020	1014	Century Link	USD	\$ 308.43	Admin Purchased Services
4119	8156	AB	6490	CH	6/19/2020	1641	Dick's Sanitation	USD	\$ 127.87	B/O Purchased Services
4119	8157	AB	6491	CH	6/19/2020	1879	MN PEIP - C/O MMB Fiscal Services	USD	\$ 11,747.92	Prepaid
4119	8161	AB	6492	CH	6/19/2020	1249	National Recognition Products	USD	\$ 144.52	Instructional S&E
4119	8155	AB	6493	CH	6/19/2020	1493	Premium Water Inc	USD	\$ 29.50	Admin Purchased Services
4119	8160	AB	6494	CH	6/19/2020	1909	Ratwik, Roszak & Maloney, P.A.	USD	\$ 19.00	Admin Purchased Services
4119	8160	AB	6494	CH	6/19/2020	1909	Ratwik, Roszak & Maloney, P.A.	USD	\$ 460.00	Admin Purchased Services
4119	8160	AB	6494	CH	6/19/2020	1909	Ratwik, Roszak & Maloney, P.A.	USD	\$ 529.00	Admin Purchased Services
4119	8159	AB	6495	CH	6/19/2020	1907	TeacherCentricity, LLC	USD	\$ 575.00	I/PS Purchased Services
4119	8158	AB	6496	CH	6/19/2020	1891	The Lincoln National Life Insurance Company	USD	\$ 524.28	Payroll Liabilities
4119	8158	AB	6496	CH	6/19/2020	1891	The Lincoln National Life Insurance Company	USD	\$ 524.28	Payroll Liabilities
4119	8154	AB	6497	CH	6/19/2020	1473	US Bancorp Equipment Finance	USD	\$ 202.79	I/PS Purchased Services

**Total: \$ 102,131.04**

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
1662	4119	AB	CR0620													
06.08.20	Custom Ink Reimburse		1837	Credit	A	06/08/20		Wire	1	1003	FEDERAL START-UP					
						4119	E 01 010 211	000	401	000	Custom Ink Reimbursement				23.47	0.00
														Receipt Total:	\$23.47	\$0.00
														<b>Deposit Total:</b>	<b>\$23.47</b>	<b>\$0.00</b>
1663	4119	AB	CR0620													
06.19.20	IDEAS Payment		1838	Credit	A	06/19/20		Wire	1	1003	FEDERAL START-UP					
						4119	R 01 005 000	348	300	000	FY20 Charter School Lease /				61,959.80	0.00
														Receipt Total:	\$61,959.80	\$0.00
														<b>Deposit Total:</b>	<b>\$61,959.80</b>	<b>\$0.00</b>
1664	4119	AB	CR0620													
06.22.20	Paypal Deposit		1840	Credit	A	06/22/20		Wire	1	1003	FEDERAL START-UP					
						4119	R 01 005 000	000	096	000	T-shirt Donation				299.88	0.00
														Receipt Total:	\$299.88	\$0.00
														<b>Deposit Total:</b>	<b>\$299.88</b>	<b>\$0.00</b>
1665	4119	AB	CR0620													
06.30.20	IDEAS Payment		1839	Credit	A	06/30/20		Wire	1	1003	FEDERAL START-UP					
						4119	R 01 005 000	348	300	000	FY20 Charter School Lease /				62,108.74	0.00
														Receipt Total:	\$62,108.74	\$0.00
														<b>Deposit Total:</b>	<b>\$62,108.74</b>	<b>\$0.00</b>
														Report Total:	\$124,391.89	\$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 Twelve Months Ended June 30th, 2020 and Year Ending June 30th, 2020**

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.



# Academic Arts High School

## Re-Opening Procedures 2020

60 Marie Ave E. Suite 220  
West Saint Paul, MN 55118  
651-457-7427

### AAHS FAMILIES

We have been hard at work finalizing our re-opening procedures and we are very excited to welcome students and staff back to school! We have worked closely with area schools and our local health department to create a plan to best maintain the health and safety of our students and staff at AAHS, which is always our top priority.

**Our mission remains the same - To maintain a safe & healthy environment, provide the highest quality of learning experience possible, and stay connected - not isolated!** We are confident our plan meets our mission and provides the safest possible environment for our students and staff.

We are committed to minimizing the spread of COVID-19. Please note that this plan is based on guidance from the Centers for Disease Control (CDC), Minnesota State Department of Health (MDH), Minnesota Department of Education (MDE) and the Dakota County Health Department and is subject to change.

Sincerely,

AAHS TPS Team

### PLANNING DETAILS

We have four phases to our plan and will initiate each phase based on guidance from MDE and MDH. We will announce the beginning of each phase to allow for as much notice for our families as possible.

**School will resume on September 8, 2020.**

**We will notify families of which phase of reopening we will begin school in by the week of August 31, 2020.**

## 2020-2021 LEARNING ROADMAP



**SCHOOL HOURS**  
8:30 AM - 3:05 PM

**DIGITAL FRIDAYS**  
Every Friday students will participate in digital learning





# Academic Arts High School

60 Marie Ave E. Suite 220  
West Saint Paul, MN 55118  
651-457-7427

## COVID-19 Prevention Procedures



### SOCIAL DISTANCING

We will practice social distancing as much as possible. This may not be possible at all times due to the layout of our school. In classrooms, student seating will be spaced as far apart as possible throughout the day.



### VISITORS

Unfortunately, AAHS must restrict all school visitors to our buildings to promote health and safety. We will be scheduling virtual meetings for all necessary meetings with staff and teachers.



### MASKS

Masks will be required for students and staff, while in the building per Governor Walz's Executive Order. For example, masks will be required on vans, while entering and exiting the school building, during class, while picking up food in the cafeteria line, and during passing periods. Masks may be removed while students are eating. Students should plan to have two cloth masks as part of their back-to-school supplies. If you are unable to purchase two cloth masks, please contact your student's advisor and they will assist in providing masks. All students will receive one free cloth mask and three disposable masks from the Minnesota Department of Education. If your student has a medical condition that makes it difficult to wear a mask, please talk with your healthcare provider to discuss possible options and communicate this to Sam Kvilhaug.



### HEALTH SCREENINGS

Face masks will be required for everyone who enters the school and in situations where students and staff are unable to socially distance.

Students will be evaluated for symptoms of illness upon arrival at school with a touch-free thermometer and symptom screening. If symptoms are present the student will be removed to a predetermined isolation area until picked up from school. Please identify someone to have as a backup for picking students up from school in case you are not available. If your child is presenting symptoms of COVID-19 or other illness, please contact your healthcare provider and do not send them to school. You will need to call the school to report the absence and the reason for the absence.



### COMMONS & WATER FOUNTAINS

Students may have assigned seats in the cafeteria and will be spaced as far apart as possible. All students will be asked to wash hands prior to entering the cafeteria. All water fountains will be turned off and we will be using water bottle filling stations to provide students with access to water. All students will be allowed to bring their own water bottles to school each day but will also be expected to bring them home to clean daily.



## CLEANING & DISINFECTING

Necessary hand-washing supplies such as soap and paper towels will be stocked and there will be access to hand sanitizer in common areas or locations where soap and water is not readily available.

In addition to the routine cleaning, we will be cleaning and disinfecting the schools throughout the day, including frequently touched surfaces such as door handles, handrails, tables and bathrooms, with EPA approved disinfectant for COVID-19. Disinfectants will be available to staff to use in classrooms as needed during the school day.



## HEALTH CONCERNS

Asthma nebulizer treatments are considered high risk procedures by the CDC and will not be administered at school until further notice. Please contact your physician to make alternative plans for treating asthma symptoms this year. The school nurse can assist you if needed.

Daily medication or treatment that can be given outside of school hours, such as morning medications, will need to be given at home.

Building access is limited so drop off and pick up medication procedures will change and this will be communicated prior to the start of school.

If your child has a medical condition that puts them at high risk for severe illness related to COVID-19, please contact your physician for recommendations for school. Share this information with Sam Kvilhaug to plan

## VIRTUAL LEARNING OPTION

We realize that the COVID-19 pandemic has caused some parents to be uncomfortable sending their children back to school. We also understand that some students may be medically vulnerable or live with someone who is medically vulnerable, and parents may be uncomfortable sending children back to school for those reasons. For those individuals, a virtual learning option will be available.

Students will receive support from the teachers of the courses they are enrolled in and have the opportunity to schedule Zoom meetings with their teachers depending on the A/B schedule they are on to receive additional support. Families choosing this option will need to schedule a time to check out a Chromebook and the necessary supplies to complete their work from home.

Digital learning will be facilitated through Google Classroom and students will experience the same content as their peers attending school in-person. **Students MUST commit to either Hybrid OR Digital Learning.** To manage staffing and scheduling, students must commit to in-person or digital learning and will not be permitted to move back and forth during this commitment. Families choosing this option will be asked to complete a digital learning agreement.

## SURVEY

**Click on the link** below to answer questions about your plans to return to school and help us **better prepare for alternative learning...**

**CLICK ON THIS LINK:**

**<https://forms.gle/CNzashwTBDyWubxn9>**

**Please respond by August 24, 2020.**



## **SYMPTOMS OF COVID-19 or BEING TESTED FOR COVID-19**

According to the MDH guidance, students with symptoms of COVID-19 will be suspected to have COVID-19 until they are cleared by their healthcare provider or if a healthcare provider is not contacted, they will be suspected positive until the end of an isolation period as directed by the local health department.

It's very important to keep children who have symptoms of COVID-19 or are being tested for COVID-19 at home. Contact the school and report the absence and the reason for the absence. The school will work with you and help determine when your student can return. This is determined on a case by case basis at the direction of the health department.

## **POSITIVE COVID-19**

It will be important for parents to communicate with school immediately if your child tests positive for COVID-19 even if they are not showing symptoms. They will need to remain home as determined by the health department. All cases of COVID-19, both suspected and tested, are to be reported to the Dakota County Health Department by the school. The health department will provide the school with steps to begin the process of cleaning and disinfecting the building. This may include closing a classroom or school for a period of time and shifting quickly to digital at home for students who are impacted. Many of our new procedures are designed to support contact tracing should a confirmed case occur. This will assist the health department with quickly identifying and contacting individuals who may have been exposed.

## **SELF QUARANTINE STUDENTS and FAMILIES**

We will need parents to contact the school to let us know if your student has been asked to self-quarantine. This will allow us to follow potential cases as well as provide educational opportunities while your student is quarantined at home. Sibling and household members of students who are home due to COVID-19 symptoms or a COVID positive test, will be required to self-quarantine at home for 14 days as well.

## **SCHOOL CALENDAR**

Currently, the plan is to maintain the normal school calendar for the 2020-21 school year and meet the state required **1020 instructional hours**.

However, we must be as flexible as possible as we know how quickly the situation can change.

## **LUNCH**

We will now be offering a vending option for lunch where students can purchase healthy meals. This service will be offered in Stages 3 and 4. Please reach out to Danyelle or Julie for more information.

## **STAY CONNECTED**

Our main form of communication with families is through ParentSquare. If you haven't set up your account, please reach out to Sam Kvilhaug. You can also follow us on Facebook and Instagram @academicarts.



**For additional comments, questions, or feedback, please email:**

[info@academicarts.org](mailto:info@academicarts.org)

**Thank you for your flexibility and cooperation as we plan for a safe return to school. We are excited to welcome our students back to school!**

8/13/20

Hey team,

Tiger Team here. After ongoing monitoring of the data and the continued increase in the spread of COVID-19, we have determined a need to begin the school year in Stage 1 of our learning roadmap. As outlined in the state guidelines, we met with a local health official from MDH to discuss our population and our school building/location. Tiger team has continued to have more meetings and daily conversation as we've navigated this challenging time of planning.

We believe that starting the year at stage 2 would put our students, families, and staff in unsafe conditions.

You can find more information and view data here:

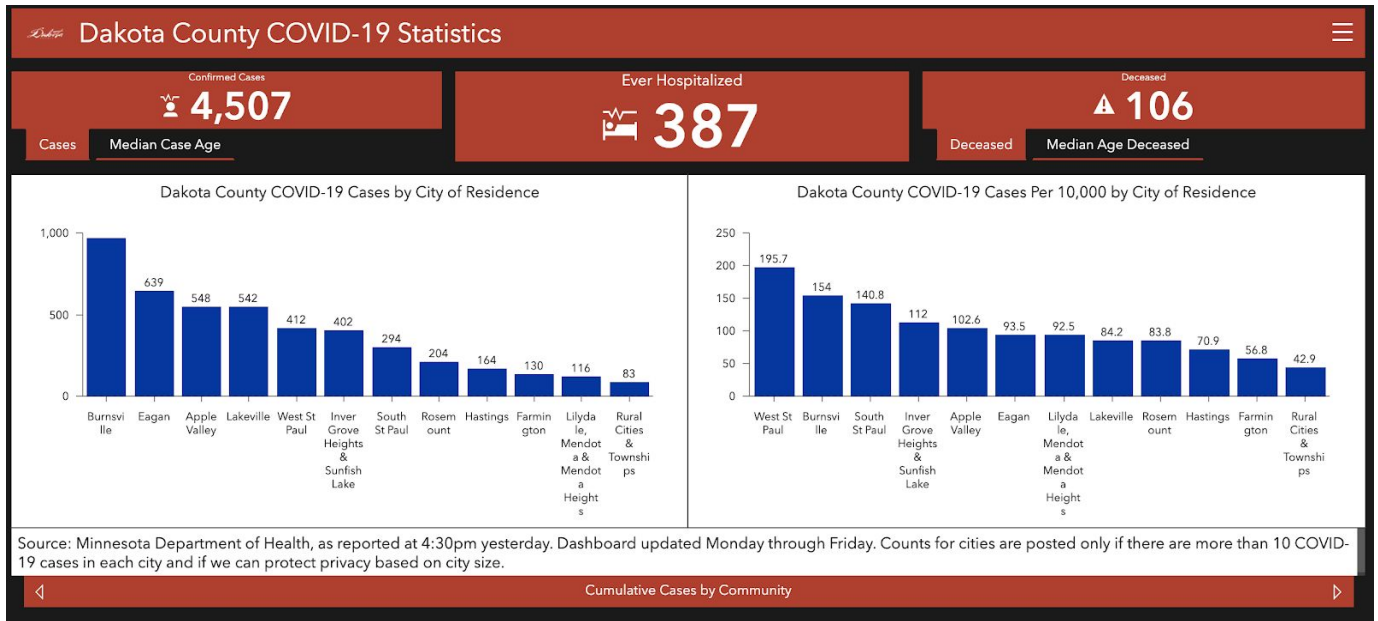
<https://docs.google.com/document/d/1HjAXgtEaf2RBp-CYnNQptdLfsGVCf7D1QL4-7iQEQlU/edit?usp=sharing>

State guidance urged schools to design their learning models based off 14 day county data for positive tests. The guidance further urged local education leaders - who know their students, staff, and communities best, and public health experts, to determine a learning model that makes the most sense for each unique community.

***Further examination of our student data by cities:***

46% of our students reside in West St. Paul/South St. Paul/Inver Grove Heights  
20% reside in St Paul

Looking at Dakota and Ramsey County data:



## DAKOTA COUNTY

102.4 is the average cumulative case rate (per 10k people) for all Dakota cities

West St Paul is 1.9 times higher than this avg

South St Paul is 1.4 times higher

Inver is 1.1 times higher

When looking at county data ("Data for K-12 Schools: 14 Day found here

<https://www.health.state.mn.us/diseases/coronavirus/stats/>)

Dakota case rate rate per 10k people based on the reference chart for schools is 19.08

***Knowing what we've learned about data by city, we can estimate some projections***

West St Paul is 1.9 times higher than the avg - estimating a case rate to be around 36.3

South St Paul is 1.4 times higher - est to be at 26.7

Inver is 1.1 times higher - est to be at 21

## RAMSEY

104.9 is the average cumulative case rate (per 10k people) for all Ramsey cities (Ramsey doesn't provide cases by city so this was done by AAHS staff)

St. Paul is 1.55 times higher than this average

When looking at county data "Data for K-12 Schools: 14 Day"

Ramsey rate based on chart for schools is 19.65

***Knowing what we've learned about data by city, we can estimate some projections***

St. Paul is 1.55 times higher - est to be at 30.45

Summary:

**Based on data, for 66% of our students (living in St. Paul, South St., West St. Paul, Inver):**

**Projected cases 28.6 per 10k people, compared to the overall rates of 19.08 for Dakota and 19.65 for Ramsey.**

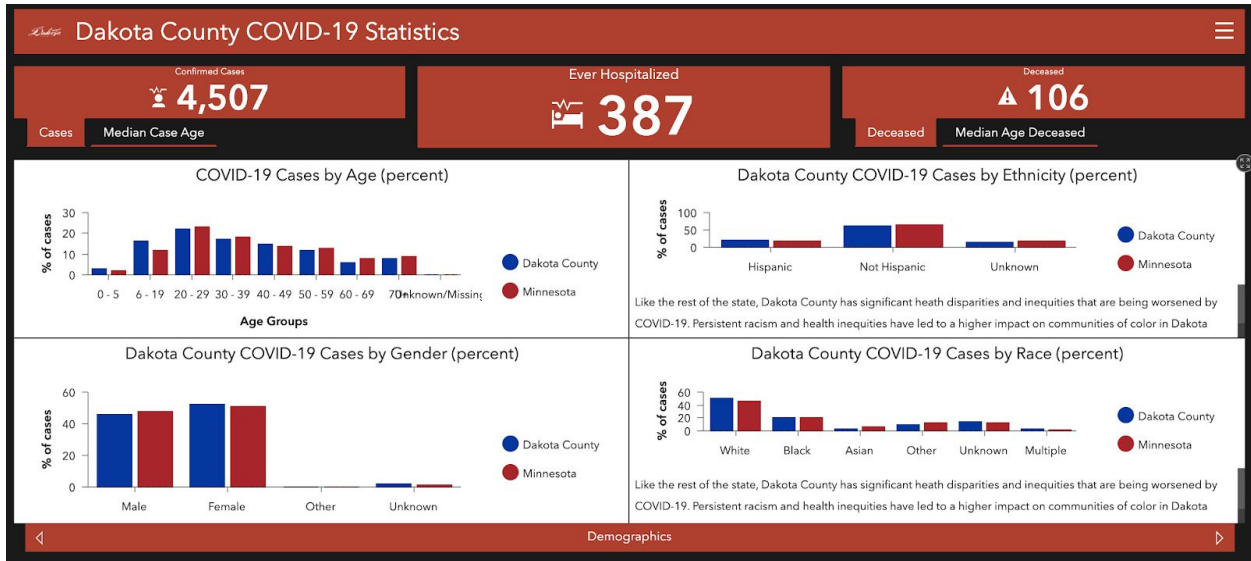
\*this data does not take into account hotspots or outbreaks. It's just projections based on percentages and averages

Factors considered:

- With the current average increase of ~2 for county case rates, we would be projected to be needing to enter stage 1 by mid October in accordance with the Safe Learning Plan guidelines
  - ***When looking at trends for cities where the majority (66%) of our students live, guidelines would have us choose to begin the year in stage 1 once the county data is released on Thurs Aug 27th***
- Due to higher population densities where our students and school reside, there is higher risk for spread than other areas of Dakota County
- Many of our students and families rely on public transit
- Parent survey (36 parents completed)
  - 17% students considered at-risk
  - 39% of students live with someone at-risk
- 25% of our staff is considered at-risk for COVID-19

50% of total Dakota cases are white, 50% people of color  
Dakota cty is 77% white

Covid impacting POC more, which is known nationally  
 AAHS:  
 42 white students  
 45 non-white students



Resources:

Dakota dashboard:

<https://experience.arcgis.com/experience/a654394207ac44239af0792303664db3/>

Ramsey dashboard:

<https://data.ramseycounty.us/stories/s/Ramsey-County-COVID-19-Situation-Update/w4ux-wmze>

Our students by county/city

[https://docs.google.com/spreadsheets/d/1Y0SCOJtAN4QxsIUFEk8xpL\\_4ybyT510vxs0J-mkkK4/edit?ts=5f2b22bb#gid=1291008231](https://docs.google.com/spreadsheets/d/1Y0SCOJtAN4QxsIUFEk8xpL_4ybyT510vxs0J-mkkK4/edit?ts=5f2b22bb#gid=1291008231)

MN COVID Cases data

<https://www.health.state.mn.us/diseases/coronavirus/situation.html#daily2>

Friday, August 14th - 10:00

**IDENTIFIED AREAS OF IMPROVEMENT FOR  
DISTANCE LEARNING PLAN**

- 1. Personalized Growth Plan For Each Student:**
  - a. Use to inform:**
    - i. Live meeting times**
    - ii. Modes of access to curriculum / learning**
  - b. Action Step: create our own personalized growth plan**
    - i. Google forms**
    - ii. Interview**
- 2. Establish Baseline**
  - a. Use to inform:**
    - i. Real-time curriculum choices**
    - ii. Student groupings**
  - b. Action Step: Develop / better define how probes happen in virtual learning**
- 3. Family Engagement**
  - a. Action Step: Define specific areas of focus on Family Engagement document and communicate to and teach TPS/Staff**

\*\*\* Please review the 2019-20 Distance Learning Plan below. Add your thoughts on what worked as well as what suggestions you have for updates/changes\*\*\*\*

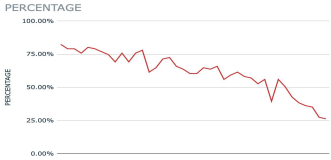
GOAL- revise the 2019-20 Distance Learning Plan for the 2020-21 school year.

Revisions should be:

- Data-driven
- What did/didn't work
- Limited (1-3 at the most)

<b>What worked well?</b>	<b>What didn't work?</b>	<b>What suggestions do you have for updates/improvements?</b>
--------------------------	--------------------------	---



<ul style="list-style-type: none"> <li>* Attendance (Danyelle)</li> <li>* Teacher Schedules (Danyelle)</li> <li>* Agendas (Danyelle)</li> <li>* Our Platform (Danyelle)</li> <li>* Student access to Technology/Internet (Danyelle)</li> <li>* Bi weekly projects (Bauer)</li> <li>*</li> </ul>	<ul style="list-style-type: none"> <li>* Family/Student Engagement (Danyelle)</li> <li>* Probes and Assessment to inform instruction - (Danyelle)</li> <li>* Daily assignments? (bauer)</li> <li>* Students feeling left out (bauer) <ul style="list-style-type: none"> <li>o Feeling Isolated</li> <li>o Actively Avoiding Oversight</li> </ul> </li> <li>* 24 hour attendance? (bauer)</li> </ul>	<ul style="list-style-type: none"> <li>* Live meeting times for attendance with whole class or groups of students (Josh)</li> </ul>  <ul style="list-style-type: none"> <li>● Refer to <a href="#">Covid19 Family Engagement</a> (Danyelle)</li> <li>● Two scheduled zoom meetings for class each week? (aimée)</li> <li>● Math Policy: If you don't show growth in IXL, you don't pass. Period. (Josh)</li> <li>● Personalized learning plan for all students - first week. (Danyelle)</li> <li>● Live video stream, recorded and uploaded?</li> <li>● WAYS TO ACCESS/INTERACT WITH CURRICULUM: Identify <ul style="list-style-type: none"> <li>o Watch recorded lectures</li> <li>o Office hours</li> <li>o Scheduled meetings</li> <li>o Review materials</li> </ul> </li> </ul>
---	---	--

**10:00 - 10:15**

Review staff input

**10:15 - 10:30**

Identify 1-3 changes we would like to make to the AAHS Virtual Learning Plan

**10:30 - 10:45**

Update [AAHS Virtual Learning Plan 2020-21](#)

Resources

[MDE Content Specific Resources](#)

[Edmentum - Minnesota](#) (Personalized Learning Plan, Establishing a baseline)

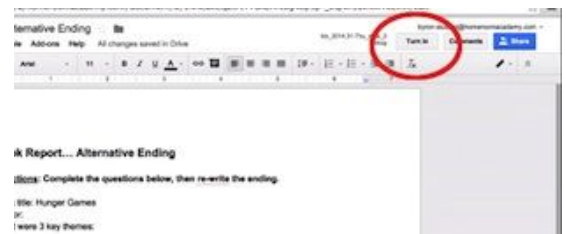
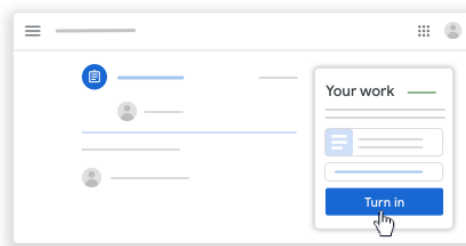
# Academic Arts High School Distance Learning Plan

## Distance Learning Plan:

Students engaging in distance learning have *access to appropriate educational materials* and *receive daily interaction* with their licensed teacher(s). Distance learning does not necessarily mean all learning takes place via a Chromebook or online. Some learning tasks can be completed via physical resources (books, workbooks, packets, pen and paper) if deemed necessary.

### Daily Expectations of Students

1. **Daily:** Check email. Log in to Google Classrooms for Daily Agendas from teachers.
2. **Attendance:**
  - a. Attendance will be taken each 24 hour period beginning at 9:00 am.
  - b. You will be marked present if you respond to the Attendance Question **IN EACH CLASSROOM** within that 24 hour period.
    - i. One thing to know: You have 24 hours to respond to the Attendance Questions so you can log in on your own time each day. Just be aware of your teacher’s office hours (posted in their classrooms) if you need help immediately.
3. **Assignments:**
  - a. Complete the assignments your teachers post in Google Classroom and be sure to press “Turn In” by the assigned due date. See the visual below on how to **TURN IN** assignments.



**We are concerned for your well-being as much as your academic achievement at this time. Please know that we do not plan to overburden you with assignments and project work. We want to support you emotionally at this time. It may look differently for each of you. Our main concern is that WE STAY CONNECTED!**

### Teacher Availability

Time	Activity
8:30 am - 9:00 am	Teachers will send out <u>Daily Agendas</u> and <u>Attendance Questions</u> on Google Classroom

9:30 am - 11:00 am	Office hours - All teachers available by phone, email, chat to answer questions
1:30 pm - 3:30 pm	Office hours - All teachers available by phone, email, chat to answer questions

## What you can expect from us

- Daily Agendas and Attendance Questions posted between 8:30am - 9:00am for each class
- Check in with your teachers/case manager if you have any questions/concerns
  - Staff will do our best to respond to emails and phone calls within 1 school day.
- Continued access to support staff, case managers, paras, and advisors
- Continued support with IEPs and 504 plans
- In-progress grades will continue to be posted on Infinite Campus

## Materials and Resources

- Chromebook, laptop, tablet, or computer
- Internet access
- Pencil
- Paper
- Access to a digital camera or cell phone

## Internet/technology

- Chromebooks picked up at school site (March 16-20 scheduled and by appointment after 3/20) one person at a time during the week of March. Delivery by paras and Danyelle (Language Arts Teacher) to other students as needed.
- Danyelle (Language Arts Teacher) and Mallery (School Social Worker) will assess student needs and deliver technology as needed
- If you are experiencing trouble with technology (Internet, Chromebook, Google Classroom) at home please contact Josh MacLachlan or your REACH advisor.

Resources for internet options:

<https://sppl.bibliocommons.com/item/show/2264847138>

<https://www.internetessentials.com/covid19>

**ParentSquare**

We post all important school updates on ParentSquare. It is vital that you are checking this regularly as a student, parent, or guardian. We will also be updating this document with any changes of our distance learning plan communicated through ParentSquare.

Please explain how the system you have identified will ensure it can effectively support your school's unique learning and teaching needs.

- Google classroom has been used by teachers and students throughout the 2019-20 school year.
  - Google Classroom is flexible, able to adjust for individualized learning
- The school is using multiple pathways in which to communicate with students, meeting students and parents where they are:
  - Google Classroom
  - Email
  - Google Voice
  - gChat
  - Google Hangouts Meetings / Zoom Meetings

Describe how your school has consulted with the Tribal Nations of the students you serve, and how you will collaborate with the Tribal Nations Education Committee (TNEC) members regarding the formulation of their distance learning plans (if applicable)

- N/A
  - The school will designate an Indian Education staff member as point person for communications and updates to American Indian families if needed. The designee will provide input and feedback related to the needs of American Indian students and families.

Describe how the school will maintain regular contact with local public health departments, county or Tribal human services departments, and Continuum of Care planning bodies on ongoing or emerging needs and to connect to resources that can assist all students and families.

- We will continue to network with Dakota County (and surrounding counties where our students reside) with our contacts [list](#)

***Data Privacy Assurances:***

If you are using online learning systems, please identify the platforms / programs / applications that will be used and how the systems or methods of use comply with data privacy requirements.

- Google Classroom, Google Hangouts deemed acceptable by MDE
- Student data privacy/confidentiality form dispersed by student Advisors to parents/guardians to sign and return
- Staff review of FERPA guidelines during 3/27/20 meeting

Describe how all aspects of your distance learning model are secure and will not allow for the release of protected student or staff information.

- Google Classroom, Google Hangouts deemed as acceptable for school use under MDE guidance
- The school building will be used for confidential faxes and records requests
- Continued use of student initials only in staff correspondence when discussing sensitive student information

### ***Measurement of Student Progress:***

How will student learning and progress be: 1) measured; 2) monitored; and, 3) communicated to students AND parent(s)/guardian(s).

- Parent access to parent portal on Infinite Campus
- Student access to student portal on Infinite Campus
- Quarterly report cards mailed home
- Communication with parents through email, Google Voice calls/texts
- Parents can be added to a Google Classroom to monitor their child's progress

### ***Utilization of All School Staff:***

Describe how support staff (school nurses, school counselors, special education contractors, paraprofessionals, cultural liaisons, interventionists, and other school specialists) will support the distance learning program.

- All paraprofessionals are paired with classroom teachers in Google classrooms to provide accommodations and collect data for progress monitoring.
- School Social Worker and School Psychologist providing resources and communication with students through Google Classroom ("Mallery's Office" "Ty's Office").
  - 1:1 meetings through multiple modes of communication (Google Hangouts, Google voice, email, phone, etc.)
- Receptionist working on site Tuesdays/Thursdays
- Administrative Manager continuing normal job duties
- Behavior Lead - attendance tracking and interventions, behavior interventions

### ***Attendance and Safety of Students/Staff:***

How attendance of students AND staff will be tracked and how these expectations will be communicated to students, parents and staff.

Attendance plan:

- Attendance will be taken each 24 hour period beginning at 9:00 am.
- Students will be marked present if they respond to the Attendance Question (or communicate with staff) within that 24 hour period.

- With distance learning, students are to be marked present for a full day of school by having a reciprocal interaction with a staff member.
- Teachers will track class participation points (through the use of attendance questions in google classroom) in an equitable fashion based on each student's access to technology and capability during distance learning
- ***In accordance with state law, students who do not participate in distance learning for 15 consecutive days will be dropped. However, if a student is dropped, they can re-enroll at AAHS and begin distance learning.***

### **How ALL staff track attendance:**

- By default, Infinite Campus marks all students present for full days.
- If a student answers an attendance question or has reciprocal communication with a staff, it will be marked in the Student Contact tracking Google document
- By 9am each day, Behavior Lead (or staff member assigned the daily task) will have marked any absent students in IC for the previous 24 hours if they do not have a check by their name for that date. Only the Behavior Lead marks attendance in Infinite Campus for all classes. Classroom teachers use their own methods outside of Infinite Campus attendance for tracking participation points
- Parentsquare attendance updates are sent to parents and students at 5pm each school day (they will be updated with the student's attendance from the previous day 24 hour period)

Describe the school's plan to ensure student and staff well-being if attendance data warrants concern.

### **Truancy and Wellness Checks**

As a school, we want to be very transparent with how we are taking attendance and following Truancy law and Wellness Checks. Student attendance will be taken when students answer the daily Attendance Questions in their Google Classroom courses. Students will receive credit for answering the question in each of their classes in addition to being marked "present" on Infinite Campus. Academic Arts High School will follow our current Attendance Policies, managed by Sam Kvilhaug. If students are not participating on Google Classroom, families will be contacted on an individual basis by AAHS staff members. If we are unable to make contact after four attempts, Academic Arts High School is bound by law to conduct Wellness Checks on students. If you have questions about these policies, please contact Sam Kvilhaug and Mallery Hammers.

\*School staff will continue to monitor truancy guidance as updated on Dakota, Ramsey, and other relevant counties.

Describe how will the school maintain an awareness of, and be prepared to cope with, the potential impact these closures will have on the mental health and wellbeing of students, staff, and families.

Our student's mental health and overall well-being has always been a priority at AAHS. We want to continue offering support and guidance to meet the social and emotional needs of our students (and their families) during this challenging time. Please contact Mallery Hammers (School Social Worker) at [mallery.hammers@academicarts.org](mailto:mallery.hammers@academicarts.org) or Ty Cody (School Psychologist) at [ty.cody@academicarts.org](mailto:ty.cody@academicarts.org) with any questions or concerns you may have. They will be available during scheduled school days from 8:30 am - 3:30 pm (**Note:** they will NOT be available during evenings, weekends, or non-school days according to the school calendar; i.e. spring break, holidays, etc). If you were a student meeting regularly with either Mallery or Ty, they will be contacting you individually after spring break to set up those times from a distance.

To ensure the safety of our students, day or night, and outside of the school day hours please click on the links below for emergency contacts and resources.

**Immediate emergency contacts (English and Spanish):**

<https://static1.squarespace.com/static/533b20bee4b00b96d62a04d6/t/5e7a70397fff240f38f08c64/1585082426088/Emergency+Contacts+to+Provide+Families+in+Crisis.pdf>

**Twin Cities Resources:**

<https://static1.squarespace.com/static/533b20bee4b00b96d62a04d6/t/5e7a707a54963c5a7b28b8d5/1585082490720/Twin+Cities+Mental+Physical+Health+Resources+%28current%29.pdf>

SUPPORT DURING COVID-19 - MDE resources for families and school staff:

<https://education.mn.gov/MDE/dse/health/covid19/supstucovid19/MDE032385>

**Training Plan for Staff, Students and Parents:**

Outline the school's plan for training to ensure that your distance learning program can effectively be implemented with: 1) staff; 2) students; and, 3) parents

- All parents and guardians were contacted by their advisor during the school closure period
- Students were contacted with Google classroom codes for quarter 4 classes during the week before April 6th
- Weekly ongoing training in meetings that took place during school closure period will continue on April 6th and beyond (see Appendix A)

- Webinars as needed from MDE, outside agencies and authorizer
- Ongoing use of strategic support from authorizer Audubon Center of the North Woods

Describe how the school is going to help students understand the expectations of your distance learning plan?

- Ongoing communication through phone, email, Google Hangouts to walk students through the daily expectations and use of technology (majority students have used Google Classroom all school year)

***Process for Review and Revision of the Plan:***

Describe how the school will monitor the efficacy of distance learning plans for all students, and its process for considering alternatives or additional support needs as part of that review.

- Weekly meetings to discuss efficacy of distance learning plan (see Appendix A)
- Classroom teachers and staff will monitor student attendance, participation in classes, progress reports, quarterly grades
- Changes will be made to distance learning components when deemed necessary

**SPECIAL EDUCATION REQUIREMENTS:**

Describe how the school will ensure supports identified on a student’s Individualized Education Program (IEP) or 504 Plan are provided.

- Students will continue to receive supports outlined in Individualized Education Programs (IEP), 504 Plans, or social and mental health services.
- Special education and related services are provided in accordance with the child’s individualized education program (IEP). Students who have an IEP will continue to receive specialized instruction and related services through a distance learning plan as developed by the IEP team. Case managers are communicating and working closely with students and parents to ensure that specialized instruction, access to the general education curriculum and accommodations for the distance learning plans are in place. If parents have questions, please contact your case manager or school.
- Evaluation and development of 504 Plans will continue during distance learning
- Specifics of Special Education Plan (see appendix B)
- Weekly Sped meetings

Detail the school’s plans for communicating with school staff to ensure that the school meets the needs of students eligible for special education. Include detail on Child Find activities, process of evaluations/re-evaluations.

- Special education evaluations, reevaluations will continue during distance learning



- Evaluations that cannot be completed due to required, in-person assessment will resume upon the end of distance learning and returning to the school building

### **ENGLISH LANGUAGE LEARNER REQUIREMENTS:**

Describe how the school's distance learning plan addresses the individual learning plans of its English Language Learners. Explain the methods available to support ELL students.

- We will follow guidance from MDE to schools and consider the available options to provide access to content for English learners. Online learning resources, such as Khan Academy, provide videos in other languages and may be used to support core content instruction.

Describe how the school plans to communicate with families that do not use English as a primary language. Be sure to address how this communication will be implemented given the technology determined to exist in your ELL families' households.

- Jenny (Receptionist) and Mari (Paraprofessional) will assist in communication with students and families with Spanish as the primary language spoken at home
- Parents receive messages to all families translated into family's choice of language.

### **PROTECTIONS FOR STUDENTS EXPERIENCING HOMELESSNESS OR HOUSING INSECURITY:**

Specify how the school will satisfy the Federal requirements of the McKinney-Vento Homeless Education Assistance Improvements Act of 2001, as amended by the Every Student Succeeds Act of 2015, to support students experiencing homelessness throughout this crisis and promote their full participation in their education throughout the duration of the distance learning period. Please include school plans for monitoring their students to identify changes in status.

We will continue to follow the legal requirements for districts to support homeless students in having full access to education. Ty Cody, Homeless Liaison, and Mallery Hammers, School Social Worker, will coordinate homeless-specific responses at a district or charter school level. We will have ongoing communication with students and parents for students identified as homeless and connect with other agencies as needed to support students.

Describe how the school will monitor participation and engagement of students experiencing homelessness in their distance learning. Be sure to address both attendance

and performance of students experiencing homelessness, and how your school will respond if changes are needed in staffing and support.

- Homeless liaison and teachers will monitor student attendance, participation in classes, progress reports, quarterly grades

Describe how the school will monitor the efficacy of distance learning plans for students experiencing homelessness, and is prepared to consider alternatives or additional support needs as part of that review.

- Homeless liaison and teachers will monitor student attendance, participation in classes, progress reports, quarterly grades
- Use of technology will not be required if paper/pencil work needs to be provided to a student due to changes in housing.

Describe how the school will maintain regular contact with local public health departments, county or Tribal human services departments, and Continuum of Care planning bodies on ongoing or emerging needs and to connect to resources that can assist students and families experiencing homelessness.

- Use ongoing relationship with staff at The Link (located in Dakota County) to identify housing or safe quarantine options for homeless students as needed
- Use pre-existing connections with surrounding counties for social services and homeless resources. Google docs and printed resources made available to students and families

#### **SUPPLEMENTAL SERVICE EXPECTATIONS:**

Detail the school's plan for providing meals to all children who need them. Include: how families access meals, staffing plan for preparing and distributing meals, and method of distribution that aligns with public health guidelines.

(Parentsquare message to parents on 3/17/20)

#### **Helpful nutrition resources:**

As I'm sure you are aware, we are continuing to navigate ever changing circumstances in regards to COVID19. We are working diligently towards creating solutions for interruption of the services that we provide to students daily, that they may otherwise not have access to.

It is of utmost importance to us that students have access to food during this tumultuous time. Quite simply, there are currently a lot of unanswered questions. While we seek solutions, we are directing students to take advantage of District 197's plan to meet the nutrition needs of students in the community.

In addition, we are creating a page on our website with an extensive list of food resources available to families at this time. Please look for this list under Parent Announcements on our website. <http://www.academicarts.org/>. If you are unable to view it, please check back shortly.

**See the following from District 197 Website:**

**Breakfast and Lunch**

Friday the school district will continue distributing meals at the five elementary schools, two middle schools, the high school, and Community of Saints. Parents/guardians will be able to pick up breakfast AND lunch at the same time anytime between 8:30 a.m. and 12:30 p.m.

Please watch for further correspondence regarding nutrition resources available to our students.

Detail the school’s plan for providing childcare for the elementary children of Tier 1 emergency and healthcare workers. Include: how families access childcare, a plan for staffing childcare, transportation of childcare participants, if you plan to include children of Tier 2 workers, and plans for following the CDC and Minnesota Department of Health’s guidelines.

- Answer here: N/A due to students ages and current student/family needs

**Appendix A**

## AAHS Distance Learning Staff Schedule

Time	Activity			
	Teachers	SPED	Support Staff	Paras
8:30 - 9:00	Prepare for day/Update Google Classroom	Prepare for day	Prepare for day	Read daily emails & Google Classroom from paired teachers

9:00 - 9:30	TPS M - All Staff Check In T - TPS W - TPS R - TPS F - All Staff Check In	TPS M - All Staff Check In T - TPS W - TPS R - TPS F - All Staff Check In	TPS M - All Staff Check In T - TPS W - TPS R - TPS F - All Staff Check In	Staff Check In M - All Staff Check In T - Prep Accom. W - Prep Accom. R - Prep Accom. F - All Staff Check In
9:30 - 11:00	Office Hours	Meet with students/families on caseload	Office Hours	Office Hours w/ GenEd Teacher
11:00 - 12:00	Prep	Prep	Prep	Progress Monitor (Wed- Para Mtgs)
12:00 - 12:30	Lunch	Lunch	Lunch	Lunch
12:30 - 1:30	Committee Meetings M - Power Committees T - Curcom, SPED W - TPS R - Curcom w/SPED	Committee Meetings M - Power Committees T - Curcom, SPED W - TPS R - Curcom w/SPED	Committee Meetings M - Power Committees T - Curcom, SPED W - TPS R - Curcom w/SPED	Advisory Sped Student Check Ins
1:30 - 3:30	Office Hours	Transitions on Monday Meet with students/families on caseload T-F	Office Hours	Office Hours w/ GenEd Teacher

## Appendix B

### Special Education - Distance Learning Plan

Starting on March 30, 2020, the State of Minnesota has required all school districts to move to a distance learning model for all educational services. During this time, face-to-face instruction is not allowed which includes direct services and some of the assessments that may be required during Special Education Evaluations.

Process for Special Education Services and Supports through distance learning:

1. Special Education case managers will connect with each family on their caseload to determine the mode of communication that will work best for their student to participate in Special Education services.
2. After connecting with families, Special Education services will be scheduled for each student and a schedule of services will be provided to families. Copies of that student's scheduled services will also be part of the student's special education file.
3. Special Education case managers will be documenting data on student goals and objectives, contact dates/times with students/families and service activities delivered.
4. Special Education case managers and General Education teachers will collaborate to ensure that students with disabilities have equal access to the same opportunities, including the provision of Free Appropriate Public Education (FAPE).

Process for Special Education Due Process during the distance learning timeframe:

1. All Individualized Education Plan (IEP) meetings will be held via phone or conducted virtually.
2. Initial Evaluations and Re-Evaluations will be completed to the best of our abilities with the limitations that districts are required to follow. This may mean if there is a face-to-face component REQUIRED to meet state special education criteria, the evaluation will be completed when students return to school.
3. Progress Reports will continue to be completed and provided to families.

**\*All documentation will be filed in the student's special education binder once special education instruction is completed and teachers have access to special education binders.\***

## MDE - Family Engagement - Covid19 Specific

**School's seeking to improve connections with students and families should be aware of Karen Mapp's four essential core beliefs regarding family engagement:**

1. All families have dreams for their children and want the best for them.
2. All families have the capacity to support their children's learning.
3. Families and school staff are equal partners.
4. The responsibility for cultivating and sustaining partnerships among school, home, and community rests primarily with school staff, especially school leaders

**To aid schools in preparing for strengthening family engagement, the Minnesota Department of Education has the following recommendations:**

1. Examine and address biases. Educators must examine what assumptions they are making about the communities that they serve in order to effectively engage those communities.

Mallery Hammers

2. Establish a team focused on engaging students and families.

GenEd Staff - time allotment added to schedule for student/family engagement

Mallery/Ty - would focus on family needs/support

3. Define what engagement is for you and what the priorities are.

Prioritize relationships and students' well-being (SEL)

Redwood School District 96% daily student contact

- After (2) days of no contact from student → Students are bombarded.
  - Phone calls
  - Emails
  - Text Messages
  - Letters?
- Surveys for parents/students to fill out together
- Student Voice Groups - even if virtual
- Positive postcards, phone calls, text messages, emails that - let students know they are appreciated, ask if there is anything we can do to support their family, and just simply checking in

4. Establish a formal process for monitoring engagement and for intervening when needed. Once engagement is defined and priorities are set, schools should establish a formal process to determine how engagement is going (**STUDENT LEARNING PLANS**)

Spreadsheet like we did last year, maybe just improve upon

- Somehow make the contact log easier to fill out, especially for truant students

5. Set criteria and tier students based on individual needs. A clear monitoring process will allow schools to determine which students or families to focus engagement towards. Any tiered-support process for engagement should involve easily-understood criteria for when additional engagement efforts are necessary and clear guidance on what additional engagement efforts should look like. (**PERSONALIZED GROWTH PLANS**)

6. Establish weekly communication and collaboration with community organizations, tribal nations, and community leaders. Schools shouldn't have to pursue the work of family engagement alone. Establishing strong relationships and ensuring regular communication with external partners will improve the likelihood of strong engagement between the school and the communities it serves. (**UTILIZE PERSONAL NETWORKS**)

7. **Seek feedback from students and families.** Even the strongest community engagement plans will need revising and adjusting. Schools should elicit feedback from parents and students on their engagement efforts. Schools should be transparent with families and students about what they heard and how the feedback was used to improve engagement efforts.

**Maybe add community engagement check-in to TPS agenda?**

8. Require teachers and staff to **devote a set amount of time daily to contacting students and responding to families.** Teachers and staff will need time to engage with families. By setting aside a dedicated amount of time each day, schools can ensure that engagement is consistent and that the effort is seen as a priority by all educators.

Webinar - [Promising Practices for Connecting With Students And Families](#)

Document - [Promising Practices](#)

Document - [Age Specific Strategies](#)

- Rebuild student teacher relationship
- Leverage shared experiences
- Content leverages joint discovery (not busywork)
- Chunk instruction to avoid overload



- Great feedback required

Document - [Engaging With Families During Covid19](#)

MDE Link - [Family Engagement Toolkit](#)

MDE Link - [Webinars](#)

PRIMARY LOGO



ALTERNATE/SECONDARY LOGO



COLORS



Prussian Blue

100/31/0/76  
0/43/62  
#002B3E



Sunglow

0/20/72/1  
252/202/70  
#FCCA46



Green Blue

100/43/0/30  
0/101/178  
#0065B2



Blue Green

100/23/0/25  
0/148/192  
#0094C0



Uranian Blue

34/10/0/2  
165/223/249  
#A5DFF9



Alice Blue

5/1/0/9  
221/230/233  
#DDE6E9

FONTS

LOGO: IMPACT BOLD

HEADLINES: MOSK

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

0123456789

BODY COPY: FONT NAME

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

0123456789

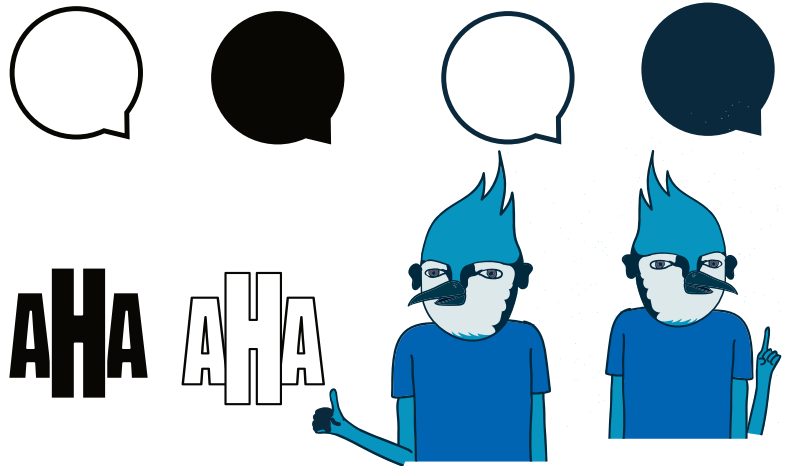
USAGE EXAMPLES



TAGLINE

"Come and have an 'AHA moment' at Academic Arts High School"

GRAPHIC ELEMENTS/ICONS



Key Words

Urban  
Modern  
Innovative

PATTERNS/TEXTURES



# AAHS Board Training Schedule FY21

Specific trainings from [mncharterboard.com](http://mncharterboard.com) should be completed to be discussed by the meeting under which they are listed.

- September
  - Adopt Required Reports #1  
WBWF Strategic Plan
  - Adopt Required Reports #2  
WBWF Summary Report
- October
  - Adopt Required Reports #3  
Annual Report
  - Conduct a Board Election
- November
  - Develop an Effective  
Relationship with the  
Authorizer
  - Negotiate the Charter  
Contract
- December
  - Follow Open Meeting Law
  - Take Minutes
- January
  - Finance: Earn The MDE  
School Finance Award
  - Finance: Meet Requirements  
for Use of Public Funds
- February
  - Develop and Use Policies
  - Retain and Maintain records
- March
  - Approve and Adopt a Budget
  - Maximize Revenue for  
Reimbursement
- March
  - Safeguard Private Data
  - Prevent Conflicts of Interest
- April
  - TBD
- May
  - TBD
- June
  - TBD
- July
  - TBD

## PSEO by Contract: Attachment C

<b>SCHOOL DISTRICT and COLLEGE/UNIVERSITY Duties Related to PSEO Eligibility, Admissions, and Participation</b>	
<p>The SCHOOL DISTRICT agrees to:</p> <ol style="list-style-type: none"> <li>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 <a href="http://www.anokaramsey.edu/admissions/pseo/">http://www.anokaramsey.edu/admissions/pseo/</a>, and (c) Minnesota State Colleges and Universities Board Policy 3.5 and System Procedure 3.5.1.</li> <li>2) Ensure that PSEO applicants complete application to the COLLEGE/UNIVERSITY.</li> <li>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.</li> <li>4) Submit to the COLLEGE/UNIVERSITY the high school transcripts of PSEO students, including high school grades, grade-point-average, and class rank.</li> <li>5) Collaborate with COLLEGE/UNIVERSITY staff to provide ACT, SAT, or MCA scores to assure compliance with PSEO eligibility requirements.</li> </ol>	<p>The COLLEGE/UNIVERSITY agrees to:</p> <ol style="list-style-type: none"> <li>1) Communicate eligibility requirements to SCHOOL DISTRICT.</li> <li>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.</li> <li>3) Provide students with the option to complete a release of information form to allow academic information to be shared with parents/guardians.</li> <li>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.</li> <li>5) COLLEGE/UNIVERSITY may determine that students are not eligible to take courses with course fees. Please see restricted course list at <a href="https://www.anokaramsey.edu/admissions/pseo/pseo-home-schooled-junior-or-senior/">https://www.anokaramsey.edu/admissions/pseo/pseo-home-schooled-junior-or-senior/</a></li> <li>6) COLLEGE/UNIVERSITY limits all students to a 22 credit maximum course load.</li> <li>7) The COLLEGE/UNIVERSITY retains authority to determine whether a request for an educational accommodation is appropriate for classes taken for college credit.</li> </ol>

**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

**STATE OF MINNESOTA**

2

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

3

*Anoka-Ramsey Community College*

4

**INCOME CONTRACT**

5

**FOR POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT**

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

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

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

15 NOW, THEREFORE, it is agreed:

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

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

23  
24 II. CONSIDERATION AND TERMS OF PAYMENT.

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

27  
28 1) The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the rate of  
29 \$225/credit hour for tuition, fees, textbook rental or electronic access, and student fees such as  
30 parking, technology, student life, etc. per student as follows. *Invoices for any student that is*  
31 *registered for more than sixteen credits will be submitted to the Minnesota Department of*  
32 *Education for payment.*  
33

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

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
---------------------------	---------------	------------------

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

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

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

## **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.

# 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.*



## AAHS Anti-Racism Statement

Academic Arts High School acknowledges the prevalence of both racism and privilege within our community and society at large. We recognize that our nation and the systems within it, including the education system, has failed to address and dismantle structural and institutional racism, discrimination and oppression. Academic Arts High School staff is united in the pursuit to end racial and ethnic bias. We are committed to empowering our students to join in this pursuit.

To honor our commitment we must:

- 1) Participate in honest reflection as individuals by exploring our own bias, racism, and privilege, along with ways we may support systems of injustice
- 2) Collectively work towards becoming anti-racist and anti-bias, as well as dismantling and challenging systems that support oppression and racial inequities
- 3) Integrate anti-racist, anti-bias, and social justice practices into our curriculum and school community
- 4) Ensure that all students are given an equal opportunity to thrive and grow within their learning environment.

At AAHS, we take a lot of pride in encouraging individuals to, as we say, “Be You.” As an anti-bias and anti-racist community, we choose to recognize and celebrate our differences including: race, ethnicity, gender expression, language, religious diversity, sexual orientation, physical and mental abilities, and socio-economic class. We ask that our community of staff and students hold one another accountable with this commitment by speaking up when it is not being honored.

Academic Arts High School recognizes that this work is ongoing. We know that individuals are at various points along their personal journey within this process. We are committed to being lifelong learners. By making this commitment, the AAHS community will foster a safe and supportive environment for individuals to become socially aware and responsible human beings who are capable of creating social change.