

MEMBERS PRESENT: Bjerklie
 Bruns
 Fowler
 A. Larson
 B. Larson
 Salmela

ABSENT: Krog

ALSO PRESENT: Rick
 Cox

The regular meeting of the Board of Education of Independent School District No. 2142, St. Louis County Schools, was held at the ISD # 2142 District Office on Monday, June 25, 2007, at 5:03 p.m.

Pledge of Allegiance.

Motion by Bjerklie and seconded by Fowler to approve agenda.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Superintendent Rick reported the following: 1.) The July 16, 2007 Board Study Session will examine at the Strategic Plan, the Referendum and building projects. The board will determine where we are going in the next 12 to 36 months; 2.) Congratulations to the B-E-S-T baseball team that went to state. The team did not win, however, they played very well; 3.) We will start conducting teacher interviews tomorrow; 4.) On June 27, 2007 the superintendent will be attending an Applied Learning Initiative meeting in Chisholm; 5.) We are presently working on the end of the 06-07 school year, start of the 07-08 school year and the 08-09 school year; and 6.) The MSBA summer session will be August 16 & 17, 2007. Board members that are interested in attending need to let Linda know, so arrangements can be made.

A report from Assistant Superintendent Sidney L. Simonson was handed out to the board.

Board member Salmela asked if we know how the district test scores compared to the state.

Superintendent Rick indicated that the report from the state was not available until tonight.

Discussion followed.

Motion by Fowler and seconded by B. Larson to approve the consent agenda: June 11, 2007 Regular School Board Meeting Minutes; Policy: Donations: \$50.00 from J. I. Johnson for the Cotton School student council; \$273.35 from Kemps Nickels for Schools for the Cotton School; \$389.09 from the Lions Club of Babbitt for the Babbitt-Embarrass School Springfling; \$500.00 from Saturday Night Country ...Live! for the Orr School Music program; and \$3,912.13 from the Tower-Soudan School Music Parents Club for the Tower-Soudan School New Music Club Account; 5.31 Renewal of the 2007-2008 AEOA Food Service Catering Contract.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

First Reading of the Weapons and Assaultive Behavior Policy 501, no action needed:

I. PURPOSE

The purpose of this policy is to attempt to ensure a safe environment and milieu in conjunction with school programs, functions and activities for students, staff and the public.

II. WEAPONS POLICY

No one shall possess a weapon when in or on a school location even when in possession of a permit issued pursuant to Minnesota law, except as otherwise provided in and by this policy.

III. ASSAULTIVE BEHAVIOR POLICY.

A. ASSAULTIVE BEHAVIOR USING A WEAPON

No one shall use a weapon to inflict bodily harm, assault, batter, intimidate, threaten, produce, or raise fear in another in or on a school location.

B. ASSAULTIVE BEHAVIOR USING COMMONLY FOUND ITEMS

No one shall use any commonly found item, thing and/or object to inflict bodily harm, assault, batter, intimidate, threaten, produce, or raise fear in a school location.

IV. DEFINITIONS.

A. "Weapons" are described as follows:

1. Any item, thing and/or object designed to have, or having, an inherent or intrinsic capability of inflicting or producing bodily harm on another or one's self. Examples are (but not limited to): firearms, including rifles, handguns, shotguns, or other guns (whether loaded or unloaded), ammunition for such firearms, knives (or toolman-type devices containing knife blades) where the knife-blade is at least 2½ inches in length, clubs, metal knuckles, numchuks, throwing stars, explosives, explosive fireworks, arrows, chains, stun-guns, pellet or BB guns, mace or similar propellants, ammunition, poisonous or toxic chemicals, substances or compounds, etc.

2. Any item, thing and/or object which is not primarily designed to have, and/or does not have, an inherent or intrinsic capability of inflicting bodily harm on another, but which, because it bears resemblance or appearance to those identified and described in Section IV.A.1. above, could be used to threaten, intimidate, produce, or raise fear in another. Examples are (but not limited to): plastic or look-alike guns or firearms, rubber knives, paintball guns, etc.

B. "Commonly Found Items" are described as follows:

1. Any item, thing and/or object which is commonly found and used, and which, by its very nature or appearance, would not be considered threatening, intimidating or inherently capable of raising fear in another. Examples (but not limited to): belts, combs, pencils, files, scissors, compasses, letter openers, lasers or laser pointers, equipment and tools, knives (or toolman-type devices containing knife blades) where the knife-blade is less than 2½ in length, etc.

C. "Possession" means having on one's person or in an area subject to one's access or control.

D. "School location" includes any school building or grounds, whether leased, rented, owned or controlled by the school district, locations and sites of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction or aegis of the school district.

As to employees, volunteers, and other representatives of the school district, school location also includes any site or place while within the scope of employment by school district including travel with a school or personal vehicle for that purpose and within that scope.

V. EXCEPTIONS.

A. An enrolled student who finds a weapon on the way to school or in a school location, or who discovers that he/she inadvertently and unknowingly possesses a weapon and immediately and safely turns the weapon over to the building principal or, if impractical or dangerous to do so, to another administrator, teacher, or activity supervisor, who, in turn, shall immediately notify the building principal or superintendent of the weapon's location.

B. Any employee who discovers that he/she inadvertently and unknowingly possesses a weapon in a school location and immediately and safely turns the weapon over to a building principal, superintendent, or other official designated by the board for that purpose.

C. Other persons who are a licensed peace officers in the state of Minnesota, or military personnel, in conjunction with the performance of their official duties.

D. Firearm safety or marksmanship courses or activities conducted on school property in accordance with state and federal law, rule and regulation.

E. When carried in an unloaded condition by a ceremonial color guard in conjunction with an official activity or ceremony in a school location.

F. Where the board of education or its designated agent has, by formal action, given permission to possess a weapon in a school location, but it shall not do so in violation of federal or state law.

G. When used in or as part of an approved curricular class or program, to the extent not violative of federal or state law.

VI. PENALTIES AND CONSEQUENCES FOR STUDENT VIOLATION OF WEAPONS POLICY.

A. Possession of a weapon as defined under Section A.1. above in a school

location shall result in all of the following:

- a) an immediate suspension from school (and all school-related activities) pending expulsion proceedings;
 - b) expulsion for a minimum period of twelve months;
 - c) confiscation of weapons,
 - d) notification of law enforcement authorities and parents/guardians.
- B.** Possession of a weapon, as defined under “Section IV.A.2” of this policy in a school location, shall result in the following:
- a) suspension from school and (all school-related activities) for up to five (5) school days,
 - b) confiscation of the “weapon”,
 - c) notification of parents/guardians, and, if and where appropriate,
 - d) notification of law enforcement authorities.

VII. STUDENT PENALTIES AND CONSEQUENCES FOR VIOLATION OF ASSAULTIVE BEHAVIOR POLICY.

A. Any student who engages in assaultive behavior using a weapon in a school location shall be subject to all of the following:

- a) an immediate suspension from school (and all school-related activities) pending expulsion proceedings;
- b) expulsion for a minimum period of twelve (12) months;
- c) confiscation of weapons,
- d) notification of law enforcement authorities and parents/guardians.

B. Any student who engages in assaultive behavior in a school location using commonly found items shall be subject to the following:

- a) an immediate suspension from school (and all school-related activities) for up to ten (10) school days; however, if bodily harm is inflicted, produced or threatened, immediate suspension from school (and all school-related activities) pending expulsion proceedings;
- b) confiscation of the item used,
- c) notification of law enforcement authorities and parents/guardians.

VIII. DUE PROCESS RIGHTS

Students will be accorded all rights and procedures accorded them under the “Pupil Fair Dismissal Act”. In addition, special needs students, where appropriate, shall also be accorded those due process rights and procedures set forth under applicable federal or state law, rule or regulation.

IX. EMPLOYEE PENALTIES AND CONSEQUENCES FOR VIOLATION OF WEAPONS POLICY.

A. Possession of a weapon as defined under “Section IV.A.1.” in a school location shall result in disciplinary action, which could include any or all of the following:

- a) suspension without pay;
- b) termination;
- c) confiscation of weapon;
- d) notification of law enforcement authorities if the weapon violates the Minnesota permit law.

B. Possession of a weapon as defined under “Section IV.A.2.” in a school location shall result in the following:

- a) disciplinary action not to exceed suspension without pay for up to five (5) work days;
- b) if and where appropriate, notification of law enforcement authorities.

X. EMPLOYEE PENALTIES AND CONSEQUENCES FOR VIOLATION OF ASSAULTIVE BEHAVIOR POLICY.

A. Any employee who engages in assaultive behavior in a school location using a weapon shall be subject to the following:

- a) immediate disciplinary action, including suspension without pay and/or termination;
- b) confiscation of weapon;
- c) notification of law enforcement authorities.

B. Any employee who engages in assaultive behavior in a school location using commonly found items shall be subject to the following: :

- a) immediate disciplinary action of suspension without pay for up to ten (10) work days; however, if bodily harm is inflicted, produced, or threatened, termination from employment;
- b) confiscation of the item used;
- c) notification of law enforcement authorities.

XI. CONSEQUENCES TO OTHER PERSONS FOR VIOLATION OF THE WEAPONS AND ASSAULTIVE BEHAVIOR POLICY:

- A. Any other person who violates this policy while in or on a school location shall be subject to the following:
- a) informed of the policy and required to leave the school location;
 - b) to the extent that the possession constitutes a criminal act, law enforcement authorities shall be notified;
 - c) in the discretion of the school district, the person may be barred from future entry or access to school locations;
 - d) if the person is a student in another school district, that school district shall be contacted concerning the policy violation;
 - e) if a volunteer, shall additionally be removed from any program or activity.

XII. CONSEQUENCES TO OTHER PERSONS FOR VIOLATION OF THE ASSAULTIVE BEHAVIOR POLICY:

- A. Any person who violates the assaultive behavior policy while in or on a school location shall be subject to the following:
- a) immediate removal from the school location;
 - b) subject to arrest by law enforcement;
 - c) in the discretion of school district, barred from future entry or access to any school locations;
 - d) if a student in another school district, that school district will be contacted concerning the violation.

XIII. RESERVATION OF RIGHTS.

The Board of Education reserves the right to take whatever action it deems appropriate and necessary against any student violating any aspect of this policy, including expulsion and/or exclusion. The Board of Education also reserves the right to take whatever action it deems appropriate and necessary against any employee violating any aspect of this policy, including suspension without pay or termination from employment.

Superintendent Rick indicated that this policy was revised by Attorney Colosimo.

Motion by Salmela and seconded by B. Larson to approve Edie Carr's 2007-2008 contract as Family Service Collaborative Director.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Board member B. Larson confirmed that the funds for this contract do not come from the district, just through the district.

Superintendent Rick replied, yes, the district is the fiscal agent.

Motion by Salmela and seconded by Bjerklie to approve the Project Venture Coordinator job description as presented.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by Bjerklie and seconded by Fowler to accept Judith Dillon's letter of retirement / resignation as teacher, effective the end of the 2008-09 school year.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by A. Larson and seconded by Salmela to offer Timothy Herring a .1 FTE tenured teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD # 2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by Salmela and seconded by A. Larson to offer Darlene Petrusha a .1 FTE tenured teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD #2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by A. Larson and seconded by Fowler to offer Kathleen Undeland a .1 FTE tenured teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD #2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by B. Larson and seconded by Bjerklie to offer Gerald Bergin a .05 FTE tenured teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD #2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by Salmela and seconded by Bjerklie to offer Angela Koski a .5 FTE tenured teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD #2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by A. Larson and seconded by Salmela to offer Susan Anderson a .1 FTE tenured teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD #2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by Salmela and seconded by B. Larson to offer Mary Lamwers a .2 FTE tenured teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD #2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by Bjerklie and seconded by A. Larson to offer Sheri Lee a .2 FTE tenured teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD #2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by Bjerklie and seconded by B. Larson to offer Christy Dreshar a .2 FTE tenured teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD #2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog

Against-None

Motion by Bjerklie and seconded by Fowler to offer Katherine Kebbekus a .2 FTE tenured teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD #2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by Bjerklie and seconded by B. Larson to offer Connie Zgonic .7 FTE tenured ECFE teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD #2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by Salmela and seconded by B. Larson to offer Claire Rugar .7 FTE tenured ECFE teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD #2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Motion by Bjerklie and seconded by Salmela to offer Robin Licari .4 FTE tenured ECFE teaching contract for the 2007-2008 school year, effective August 29, 2007, with terms and conditions of employment in accord with master agreement between ISD #2142 and SLCTEM.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Seconded Reading of the Wellness Policy:

533 WELLNESS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The school board recognizes that nutrition education and physical education are essential components of the educational process and that good health fosters student attendance and education.
- B. The school environment should promote and protect students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The school district encourages the involvement of students, parents, teachers, food service staff, and other interested persons in implementing, monitoring, and reviewing school district nutrition and physical activity policies.
- D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.
- E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

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

III. GUIDELINES

A. Foods and Beverages

1. Food service personnel will take every measure to ensure that foods and beverages provided by the food service meet or exceed all federal, state, and local laws and guidelines.
2. Food service personnel shall adhere to all federal, state, and local good safety and security guidelines.
3. The school district will make every effort to eliminate any social stigma attached to, and present the overt identification of, students who are eligible for free and reduced-price school meals.
4. Because the school lunch program offers healthy choices, the school district will make every effort to promote the use of the school lunch program.
5. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte (snack) lines, vending machines, fundraising events, concession stands, and student stores. Consideration will be given to healthy choices with regards to vending machine contents, hours of operation of vending machines, and healthy options in the a la carte (snack) line.
6. ***A la Carte items will not be sold to elementary students during lunchtime.***
7. ***In order to encourage students in grades 7-9 to eat a complete and balanced lunch, the a la carte option may not always be available to them on a daily basis.***
8. ***Parents will have access via computer (Campus Parent Portal) to a list of items purchased through the school food service for each of their students.***

B. School Food Service Program / Personnel

1. The school district will provide healthy and safe school meal programs that strictly comply with all federal, state, and local statutes and regulations.
2. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include following nutrition guidelines created by the Federal School Food Program. The selection of foods and beverages made available from the food service will be consistent with current USDA Dietary Guidelines for Americans. The committee recognizes that the scope of the influence on food choices is within food service. Food choices outside food service are influenced by other factors.
3. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for food service personnel.

C. Nutrition Education and Promotion

1. The school district will encourage all groups to make healthy food selections available whenever / wherever food is available both inside and outside the regular school day.
2. The school district will provide educational information that encourages healthy eating and physical activity for students.
3. **To promote nutrition, the school district will serve only low fat or no fat milk and low-fat cheese.**
4. **Whole grain foods will be encouraged and will be used by food service whenever possible.**
5. **All a la carte offerings including the snack cart will have no more than 35% fat and will contain no trans-fat.**
6. **All condiments for a la carte and regular meals will be low fat when low fat products are available.**
7. **The food service will expand fruit choices available to students.**

D. **Physical Activity & Physical Education**

1. The school district will encourage Every elementary age student has the right to participate in daily recess **physical activity daily.**
2. The school district will provide opportunities for physical activity during the school day and after school.
3. The school district will promote and provide strength and endurance training.
4. **Where ever possible within the school district, youth service students will be used to lead physical activity for elementary students at recess times.**
5. **All students will earn a minimum of ½ academic credit in grades 7-9 and ½ academic credit in grades 10-12 in physical education.**
6. **In fall, winter and spring, the school district will offer a minimum of 2 sports (1 male and 1 female) for students in grades 7-12 at each school site.**

E. **Other School-Based Activities**

1. **All concession stands must offer healthy food choices in addition to traditional beverage and candy choices.**
2. **All vending machines (except water) will be turned off at all times except after school hours.**
3. **With all fundraising activities that involve food, there must be at least one healthy choice available that meets the same guidelines as the school's a la carte program.**
4. **Food vending machines must follow the same guidelines as the school's a la carte program with regards to fat percentage and absence of trans-fat.**
5. **All classroom celebrations that involve food must have at least one healthy choice available that meets the same guidelines as the school's a la carte program.**

IV. IMPLEMENTATION / EVALUATION

- A. **The Board of Education and Superintendent are in charge of adoption and implementation of the policy at the district level.**
- B. **The building principal (or dean of students) is responsible for implementation of the policy and monitoring of compliance with the policy at their individual building site.**
- C. **The district wellness policy committee will consist of representatives of the following groups whenever possible: parent, teacher, administrator, school board, student, school health service, school food service.**
- D. **Policy evaluation will be done at least annually by the district wellness policy committee and at the time of evaluation, the group will provide the school board with any policy revisions they wish to have considered for Board adoption.**

Motion by B. Larson and seconded by Bjerklie to adopt the Revised Wellness Policy 533.

Board member B. Larson indicated that if this can be carried out, this will be a good thing.

Superintendent Rick replied that it will be carried out. The policy has and will be implemented by Mary Spang.

Yes- Bjerklie, Bruns, Fowler, A. Larson, B. Larson, Salmela
Absent-Krog
Against-None

Comments from the board:

Board member Bjerklie wished everyone a Happy 4th and will see everyone on the 16th.

Superintendent Rick wished everyone a Happy and Safe 4th of July.

Meeting was adjourned at 5:23 p.m.

Chairperson

Clerk