



## Regular Meeting Agenda

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

### I. Call to Order

- A. Welcome
- B. Pledge of Allegiance
- C. Public Recognition
  - 1. 2010 John Coskran Volunteer Awards

#### **Description:**

### II. Business Meeting

- A. Approval of Agenda
- B. Consent Agenda

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

- 1. Meeting Minutes 4
- 2. Human Resources Report 9
- 3. Donations of \$3,000 from the Burnsville Rotary Breakfast Club 12  
Foundation, \$1,000 from Sue Feigal-Hitch, and \$4,000 from the  
Burnsville Lions Club to the Burnsville Senior High School Scholarship  
Fund; \$4,867 from the M.W. Savage PTO to M.W. Savage Elementary to  
purchase instructional technology; and, \$12.48 from Scott Galvin, \$105  
from Brionne Sillman and \$36 from Robin Swanson through Wells Fargo  
to Hidden Valley Elementary
- 4. Approve job description and position for Centralized Enrollment Center Clerk 17
- 5. Schedule a Closed Session following the regularly scheduled board meeting on May 6, 2010 at the Burnsville High School Senior Campus for superintendent evaluation 21

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District 191 welcomes members of the public to attend Board of Education meetings, work sessions and other public gatherings. However, public participation is allowed only during listening sessions, which are held before regular board meetings. Community members who wish to share their thoughts and opinions on meeting topics should contact the Superintendent's office at 952-707-2005 to schedule a meeting with the Superintendent or member of her leadership team.

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|---|----|
| 6. Approve contract with Chris Lindholm for the Assistant Superintendent of Teaching and Learning | 22 |
| 7. Approve contract with Tania Chance as the Executive Director of Human Resources                | 28 |

**Description:**

III. Unfinished Business

**Description:**

IV. New Business

- |  |    |
|--|----|
| A. Authorize development of schematic design for the renovation of Burnsville High School (20 minutes) (Deutsch)   | 34 |
| B. Receive a draft of the ten-year facilities plan (30 minutes) (Deutsch)  | 35 |
| C. Approve dental insurance rates (5 minutes) (Rider)  | 36 |
| D. Adopt a resolution relating to the Termination and Nonrenewal of the Teaching Contracts of Probationary Certified Personnel and the Teaching Contracts of Probationary Personnel on a Variance, Limited License, or Nonlicensed Community Waiver at the close of the 2009-2010 school year (10 minutes) (Novak)   | 37 |
| E. Adopt a resolution relating to the termination and nonrenewal of that portion of teaching contracts in excess of 1.0 at the conclusion of the 2009-2010 school year (10 minutes) (Novak)  | 39 |
| F. Adopt a resolution relating to the Termination of Teaching Contracts for the following Long Term Substitute Teachers effective at the close of the 2009-2010 school year (5 minutes) (Novak)  | 41 |
| G. Approve, on a first reading basis, revisions to the following board policies: Policy LEA and LEA-R, Student Teaching & Internships; Policy ICA, School Calendar, Policy BB, Legal Status of the School Board; Policy BBF, Code of Ethics; Policy BCB, School Board Officers; Policy BCE, School Board Committees; Rename Policy BCG/GBEA to Policy BCG, Criminal or Civil Action Against School District, School Board Member, Employee or Student - Staff Protection and delete Policy GBEA/BCG; Policy BD, Open Meetings & Closed Meetings; Policy BDDE, Rules of Order; Policy BDE, School Board Hearings; Policy BH, School Board Member Development (10 minutes) (Clegg) | 42 |

**Description:**

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## V. Reports

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

### **Description:**

## VI. Adjourn to Closed Session for Superintendent Evaluation

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School Board Minutes  
 INDEPENDENT SCHOOL DISTRICT 191  
 April 22, 2010

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

Call to Order

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

Attendance

Members absent: Chair Currier

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

Pledge of Allegiance

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

Agenda

Moved by Director Luth, seconded by Director Sweep, to approve the consent agenda.

Consent Agenda

- Minutes of the April 8, 2010 Board Meeting and Closed Session
- Personnel changes for P. Strawn, C. Brett, K. Canaan, A. Chamberlain, S. Erickson, J. Hutchinson, P. Morgart, H. Nielsen, A. Dugan, J. Thornberg, B. Leonard, C. Coleman, A. Niemiec, D. Haugen, D. Gilbertson, J. Johnson, M. McGaha, M. Schuur, C. Schwanke, J. Cecil, L. Sutter, C. Petersmeyer, J. Thompson, S. Bursey
- Donation of \$500 from the Medtronic Volunteer Grant Program to Hidden Valley Elementary on behalf of Timothy Robinson ; engines and equipment valued at \$2,100 from the Toro Company to the Burnsville High School; and the following donations to the Burnsville Senior High School Scholarship Fund: \$500 from Harriet Bishop PTO, \$500 from the Burnsville Association of Educational Assistants, \$500 from the Burnsville Lion's Club, \$2,000 from the Burnsville Rotary Foundation, \$500 from Metcalf PTO, \$500 from the Robert A. Naffziger family and \$1,000 from the BHS Student Council
- Approve March payroll checks numbered 714189-714283, and Direct Deposit notices numbered 384582-387899, in the net amount of \$3,725,630.22. March and April claims to date represented by checks numbered 397132-397948, 1000472-1000667, 100419-100425 and wire transfers and adjustments, totaling \$6,666,262.58. Also, that the Board accept March

Minutes  
 HR Report

Donations

Payroll, Claims &  
 Receipts

receipts of \$7,683,123.22 and investments for General Operations and Alt. Facilities and OPEB of \$26,673,916.15 as of March 31, 2010	
- Accept the Budget Analysis for the month ending March 31, 2010	Budget Analysis
- Approve, on a second reading basis, revisions to Policy HFA, Guidelines for Contract Discussions with Meet and Confer Employee Groups, and Policy HO and HO-R, Staff Job Actions, Policy FEB, Architect, and ECF and ECF-R Energy Conservation, and readopt the unchanged language in Sections H and F of the policy manual	Policies
- Approve the job description and a .83 position for a Director of Curriculum and Instruction	Job Description & Position
- Approve the extended field trip proposal submitted by Rahn Elementary School for sixth grade students to go to Camp Sacajawea and that policy requirements prohibiting elementary extended field trips be waived	Extended Field Trip
- Cancel the listening session scheduled for May 6, 2010 at 6:00 p.m. for Board members to attend the John Coskran Volunteer Award Reception	Cancel Listening Session
- Schedule a Closed Session during the scheduled Board meeting on April 22, 2010 at 6:30 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center for the discussion of private student data	Schedule a Closed Session
Vice Chair Hill made special mention of the generous donations. Motion carried unanimously (6,0).	
Moved by Director Morrison, seconded by Director Martin, to approve a single composite insurance rate of \$558.06 per month and a family composite insurance rate of \$1,397.45 per month effective July 1, 2010. Motion carried unanimously (6,0).	Insurance Rates
Moved by Director Luth, seconded by Director Banyard, to approve the Memorandum of Understanding with the BEA whereby the district and BEA continue the alternative compensation system for the 2010-2011 school year, contingent upon the approval of the Minnesota Department of Education. Motion carried unanimously (6,0).	Professional Pay System
Moved by Director Morrison, seconded by Director Martin, to approve the attached Memoranda of Understanding with the Burnsville Education Association, Burnsville Association of Educational Assistants, Association of Clerical employees, Burnsville Principals Association, Districtwide Administrators, SEIU Local #284 Custodial Employees, and SEIU Local #284 Cafeteria Employees regarding the health insurance plan change effective	Health Insurance Plan Change MOU

July 1, 2010. Motion carried unanimously (6,0).

Moved by Director Sweep, seconded by Director Martin, to approve the attached amendments to the 2009-2011 employment agreements of Operations and Maintenance Supervisors, Information Technology specialists, Confidential Employees, and Community Education Employees regarding the health insurance plan change effective July 1, 2010. Motion carried unanimously (6,0).

Employment  
Agreement  
Amendments

Moved by Director Luth, seconded by Director Sweep, to approve the attached amendments to the 2009-2011 contracts with Superintendent Randy Clegg, Assistant Superintendent Sandi Novak, Executive Director of Business Services Lisa Rider and Executive Director of Human Resources Sue Grissom regarding the health insurance plan change effective July 1, 2010. Motion carried unanimously (6,0).

Cabinet Contract  
Amendments

Moved by Director Sweep, seconded by Director Martin, to approve the revisions and readopt the unchanged language in the 2009-2011 collective bargaining agreement with the Burnsville Association of Educational Assistants. Motion carried (5,0,1 with Director Luth abstaining from the vote).

BAEA Bargaining  
Agreement

Moved by Director Banyard, seconded by Director Morrison, to approve the revisions and readopt the unchanged language in the 2009-2011 collective bargaining agreement with SEIU Local #284 Food Service Employees and Independent School District 191. Motion carried unanimously (6,0).

Food Service  
Employees  
Bargaining  
Agreement

Moved by Director Luth, seconded by Director Sweep, to approve the implementation of targeted enrollment incentives, as presented, and authorize the Rahn Elementary School staff to continue development of a school-wide focus. Motion carried unanimously (6,0).

Targeted  
Enrollment  
Incentives

Board members recessed to Closed Session at 7:34 p.m. and reconvened at 7:48 p.m.

Recess/  
Reconvene

Moved by Director Morrison, seconded by Director Martin, to waive the full reading of the text and adopt the Resolution expelling a district Student from April 23, 2010 through June 10, 2010, the end of the 2009-2010 school year. Motion carried unanimously (6,0).

Full text of the above Resolution is available for public inspection at the Superintendent's Office located in the Administrative Services Center.

The meeting was adjourned at 7:51 p.m.

Adjourn

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Sandra M. Sweep, Clerk

**Closed Session Notes**  
**INDEPENDENT SCHOOL DISTRICT 191**  
**April 22, 2010**

The School Board Closed Session was called to order by Vice Chair Hill at 7:38 p.m. at the Burnsville High School Senior Campus in the Diamondhead Education Center.

Call to Order

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

Attendance

Members absent: Chair Currier

Others in Attendance:  
 Randy Clegg, Superintendent  
 Sandi Novak, Assistant Superintendent

The following item(s) were discussed:

Agenda

- Private student data

The Closed Session adjourned at 7:47 p.m.

Adjourn

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Sandra M. Sweep, Clerk

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

TO: Members, Board of Education  
Randall Clegg, Superintendent

FROM: Susan J. Grissom, Executive Director Human Resources

DATE: May 6, 2010

RE: Recommended Personnel Changes

**Administrative  
Appointment**

Tania Chance \*Replacement-Executive Director of Human Resources,  
12 months/8 hrs per day, effective July 1, 2010

Chris Lindholm \*Replacement-Asst. Supt. Teaching & Learning,  
12months/8 hrs per day, effective July 1, 2010

**Certified  
Appointment**

Howard Cleveland -Replacement-Long term substitute, 1.0 FTE, VV,  
effective 3/15/10 – 5/5/10

**Leave of Absence**

Kristina Aars -Teacher, BHS, requests a .5 FTE general leave of  
absence, working .5 FTE, effective 2010/11 school year

Kimberly Campen -Teacher, HB, requests a .5 FTE general leave of  
absence, working .5 FTE, effective 2010/11 school year

Mary Lou Dundon -Teacher, BHS, requests a .2 FTE general leave of  
absence, working .8 FTE, effective 2010/11 school year

Amy Hanson -Teacher, SO, requests a .25 FTE general leave of  
absence, working .75 FTE, effective 2010/11 school  
year

Kari Hill -Teacher, Rahn, requests to participate in the part time  
teacher program, .5 FTE/job share .5 FTE, effective  
2010/11 school year

Joanna Jordan -Speech pathologist, ECSE, requests a .5 FTE general  
leave of absence, working .5 FTE, effective 2010/11  
school year

Katie Keller -Social worker, ERJH, requests a .5 FTE parental leave  
of absence, working .5 FTE, effective 2010/11

Julie Kugler -Teacher, Neill, requests a .25 FTE general leave of  
absence, working .75 FTE, effective 2010/11 school  
year

\*added to original report  
Burnsville-Eagan-Savage #191  
Board Meeting – 05/06/2010

Tanya Meyer	-Teacher, (currently on leave), requests a .5 FTE general leave of absence, working .5 FTE, effective 2010/11 school year
Kari Musa-Agboneni	*ESL teacher, ERJH, requests a 1.0 FTE parental leave of absence, effective 2010/11 school year
Catherine Rossini	-Teacher, Neill, requests a .5 FTE general leave of absence, working .5 FTE, effective 2010/11 school year
Maria Ruhland	-Teacher, SO, requests a .5 FTE general leave of absence, working .5 FTE, effective 2010/11 school year
Emily Soelter	-Teacher, Rahn, requests to participate in the part time teacher program, .5 FTE/job share .5 FTE, effective 2010/11 school year
Judy Thone	*Teacher, NJH, requests a .2 FTE general leave of absence, working .8 FTE, effective 2010/11 school year
Joan Ward	-Teacher, ECSE, requests a .2 FTE part time leave of absence, working .8 FTE, effective 2010/11 school year
Cheri Warmka	-Teacher, HB, requests a .5 FTE general leave of absence, working .5 FTE, effective 2010/11 school year
Pamela Weiers	-Teacher, MWS, requests a .5 FTE general leave of absence, working .5 FTE, effective 2010/11 school year
<b><u>Resignation</u></b>	
Donna Dunphy	*Coordinator of Envision Academy, effective 5/7/10
<b><u>Return from Leave</u></b>	
Tom Bennett	-Teacher, returns from leave, working .5 FTE, HB/ERJH, effective 2010/11 school year
Peter Feig	-Teacher, returns from leave, working 1.0 FTE, BHS, effective 2010/11 school year
<b><u>Classified Appointment</u></b>	
Patricia McDonald	-Replacement-Cook helper, SO, 2.5 hrs/day, effective 4/22/10
Tracy Ringger	-Replacement-EA, VV, 6.5 hrs/day, effective 4/26/10
Geraldine Sullivan	-Replacement-B-Shift Custodian, NJH, 8 hrs/day, effective 4/26/2010
John Washington	-Replacement-B-Shift Custodian, Nicollet-Eagle Ridge Group, 8 hrs/as per contract, effective 5/3/10
Andrea Weatherford	-Replacement-EA, ECSE, 26 hrs/wk, effective 4/26/10
<b><u>Change in Assignment</u></b>	
Beth Herby	-Cook helper, BHS, assignment increases to 6.25 hrs/day, effective 4/26/10

\*added to original report  
Burnsville-Eagan-Savage #191  
Board Meeting – 05/06/2010

**Resignation**

Hilary Burkhardt

\*MEA, effective 4/5/10

Dawn Hall

\*MEA, effective 4/30/10

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II.B.3

**TO:** Dr. Clegg  
**FROM:** Dave Helke  
**DATE:** April 26, 2010  
**RE:** Scholarship Donations

Please accept the following donation of \$3,000 to the Burnsville Senior High School Scholarship

Fund from the Burnsville Rotary Breakfast Club Foundation :

Burnsville Rotary Breakfast Club Foundation Student Council  
850 Blubill Bay Rd.  
Burnsville, MN 55306

To: Randy Clegg, Superintendent of Schools

II.B.3

From: Jon Bonneville, Principal

Date: May 04, 2010

RE: Donation

It is my recommendation that the School Board of Independent School District #191 accept this donation in the amount of \$153.48 from the following Wells Fargo employees:

Scott Galvin	\$12.48
Brionne J. Sillman	\$105.00
Robin Swanson	\$36.00

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

Scott Galvin  
13640 Lynn Ave.  
Savage, MN 55378

Brionne J. Sillman  
13415 Glenhurst Ave.  
Savage, MN 55378

Robin Swanson  
13750 Glenhurst Ave.  
Savage, MN 55378



May 3, 2010

II.B.3

To: Board of Education  
Independent School District #191

From: Jeremy M. Willey  
Principal  
Marion W. Savage Elementary

It is my recommendation that the Board of Education of District 191 accept the following check from the Marion W. Savage Elementary School PTO. The money was raised through organized fundraising efforts to purchase Instructional Technology for the Science Department at MWS. In total, the MWS Parent – Teacher Organization donated \$4867 to the students in our learning community.

We continue to receive strong support from the families of our school. We are most appreciative of the many hours they volunteer, provide leadership, and support us financially. We have been able to greatly enhance the educational programs and experiences that were/are provided to all of our students.

Sincerely,

Jeremy M. Willey  
Principal  
Marion W. Savage Elementary School



II.B.3

**TO:** Dr. Clegg  
**FROM:** Dave Helke  
**DATE:** May 4, 2010  
**RE:** Scholarship Donations

Please accept the following donation of \$1,000 to the Burnsville Senior High School Scholarship Fund from M. Sue Feigal-Hitch :

M. Sue Feigal-Hitch  
17110 Judicial Road  
Lakeville, MN 55044



II.B.3

**TO:** Dr. Clegg  
**FROM:** Dave Helke  
**DATE:** May 5, 2010  
**RE:** Scholarship Donations

Please accept the following donation of \$4,000 to the Burnsville Senior High School Scholarship Fund from the Burnsville Lion's Club:

Burnsville Lion's Club  
12220 Villaburne Dr.  
Burnsville, MN 55337

(Please note, this is a correction to the April 21 memo.)

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AGENDA ITEM: II.B.4.

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: May 6, 2010

RE: **Job Description and Position for Centralized Enrollment Center Clerk**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE A 12 MONTH/8 HOUR PER DAY, LEVEL V CLERICAL POSITION AND JOB DESCRIPTION FOR THE POSITION OF CENTRALIZED ENROLLMENT CENTER CLERK, EFFECTIVE JUNE 1, 2010**

The district is making efforts to better meet the needs of students and families by implementing a centralized enrollment center. Rather than going to individual schools, all families will enroll their children at the Welcome Center which will be located at the Diamondhead Mall. Staff at the Welcome Center will request records, complete all paperwork, provide information about community resources, and conduct academic screenings as needed.

Attached is the job description for the proposed position. The position is an addition to the budget in the amount of \$60,000.

**ISD # 191 Job Description  
(ACE5)  
JOB TITLE: Centralized Student Enrollment Clerk**

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Exempt (Y/N): No

DATE: May 6, 2010

DEPARTMENT:

SUPERVISOR: Principal at Large (Federal Programs)

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**SUMMARY:** Provides centralized registration clerical assistance by performing the following duties.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties as assigned.

Registers K-12 students new or returning into the district. Assists families with the process.

Enters student registration information into TSIS system.

Requests needed records from previous school district.

Determines school of residence based on address and seeks assistance with placement based on IEP.

Reviews immunization records as per district guidelines, seeking direction from licensed school nurse as needed.

Prepares student cum file for sites and transfers files.

Maintains complete and accurate student information on TSIS system.

Assists supervisor in communicating procedures for families to request and obtain information on student registration.

Attends training and implements procedures as per established district protocol.

Assists in ongoing training for District employees who are involved with student registration and related areas.

Maintains, updates, sorts, and files records, reports, forms, and correspondence manually or on data base, and preparing, and revising department reports. Maintains department information on district web site

Greets visitors, ascertains nature of business, and promotes positive image of district and department.

Schedules student health and academic screenings and enrollment into schools. Communicates with district administration, clerical and counseling staff.

Schedules interpreters, translators and others to assist with registration and screenings. Prepares information, correspondence, and documentation necessary for payment of contractors.

Answers telephone and gives information to callers or routes call to appropriate official, places outgoing calls, and runs errands.

Reads and distributes mail; locates and attaches appropriate file to correspondence to be answered by

supervisor; and prepares outgoing mail.

Addresses envelopes or packages. Stuffs envelopes by hand or with envelope stuffing machine.

Duplicates, assembles, and collates materials. Maintains resources used for registration; including brochures, forms, and other types of communications.

Types letters, reports, correspondence, registration forms, memos, and other materials.

Monitors supply inventory and submits purchases orders as necessary.

Assists with low-level conflict resolution; refers to supervisor as needed. Maintains complaint and resolution file.

**SUPERVISORY RESPONSIBILITIES:** This position has no supervisory responsibilities.

**QUALIFICATION REQUIREMENTS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:** High school diploma or general education degree (GED). Associate's degree preferred.

**LANGUAGE SKILLS:** Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak business English effectively before groups of customers or employees of organization.

**MATHEMATICAL SKILLS:** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**REASONING ABILITY:** Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

**OTHER SKILLS and ABILITIES:**

Computer skills.

Ability to maintain regular attendance.

Interpersonal skills, including ability to work well with others, be polite, helpful, courteous, patient and compassionate.

Ability and willingness to follow district rules and policies.

Ability and willingness to follow directives from supervisors.

Telephone etiquette.

Ability to accomplish work despite frequent interruptions.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; and talk or hear. The employee frequently is required to walk. The employee is occasionally required to stand and climb or balance. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision.

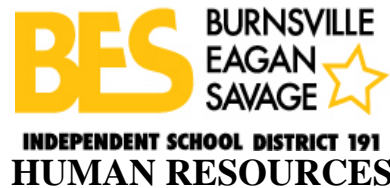
**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

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TO: Members, Board of Education Agenda Item II.B.5  
May 6, 2010  
FROM: Randy Clegg, Superintendent  
DATE: May 3, 2010  
RE: Schedule Closed Session for Superintendent Evaluation

**Recommendation:** That the Board of Education schedule a Closed Session for the Superintendent Evaluation following the regularly scheduled Board meeting on May 6, 2010 at the Burnsville High School Senior Campus in the Diamondhead Education Center.



AGENDA ITEM: II. B. 6.

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: May 6, 2010

RE: Contract with Assistant Superintendent for Teaching and Learning

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE CONTRACT WITH CHRISTOPHER LINDHOLM AS THE ASSISTANT SUPERINTENDENT FOR TEACHING AND LEARNING EFFECTIVE JULY 1, 2010 - JUNE 30, 2011**

After an extensive interview process, Mr. Chris Lindholm has been recommended to the Board of Education as the Assistant Superintendent. His contract mirrors that of other cabinet members in terms of salary and benefits. He will earn a salary of \$136,273. He will contribute \$265.33 per month towards family health insurance.

In lieu of post-retirement benefits, the district will match up to \$2,000 to a 403(b) plan and will contribute \$1,000 per year to the Minnesota State Retirement System's, Post-Retirement Healthcare Savings Plan.

Mr. Lindholm will be introduced at the May 20th board meeting. He was unable to join us this evening as he had a previously scheduled engagement out of the state.

**Contract Between Christopher Lindholm and  
INDEPENDENT SCHOOL DISTRICT 191  
July 1, 2010 – June 30, 2011**

The School Board of Independent School District No. 191, Burnsville, Minnesota (School District) enters into this agreement with Christopher Lindholm, who agrees to perform the duties of Assistant Superintendent for Teaching and Learning in and for Independent School District 191. The School District and the Assistant Superintendent for Teaching and Learning agree as follows:

I. DURATION

The School District hereby employs Christopher Lindholm as its Assistant Superintendent for Teaching and Learning for the period beginning July 1, 2010 through June 30, 2011. Employment is subject to the provisions of M.S. 122A.40, as amended, and all state and federal laws and regulations relevant to qualifications, licensure, employment, termination and discharge. This contract shall remain in full force and effect unless modified by mutual consent of the School Board and the Assistant Superintendent for Teaching and Learning or unless terminated as provided by law or by written resignation.

II. LICENSURE

The Assistant Superintendent for Teaching and Learning shall furnish throughout the life of this contract a valid superintendent's license from the State of Minnesota as provided by applicable state laws, rules and regulations.

III. DUTIES

Christopher Lindholm, for the annual Salary indicated, agrees to perform the services prescribed by the School Board or its designated representative, and, during the life of this contract, abide by the policies, rules and regulations applicable to the Assistant Superintendent for Teaching and Learning as established now and hereafter by the School Board. Christopher Lindholm agrees to perform such duties and services in and for Independent School District 191 as shall be prescribed and designated by said School Board subject to reasonable conditions of employment

IV. DUTY YEAR AND LEAVES

1. Basic Work Year

The work year shall be for twelve (12) months, including twenty-five (25) days of paid vacation annually. After three years of service as a cabinet member, the Assistant Superintendent shall earn an additional (3) days of vacation for an annual maximum of (28) days. Vacation time shall not be cumulative, and all vacation time shall be taken within twelve (12) months after June 30 or be forfeited. In addition, the ten (10) following legal holidays shall be paid holidays: Independence Day, Labor Day,

Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day and Memorial Day.

2. Sick Leave

The Assistant Superintendent shall be granted twelve (12) days of regular sick leave per year cumulative to three hundred (300) days.

3. Medical Leave

If the Assistant Superintendent is unable to perform his regular duties because of personal illness or disability, is not eligible for long-term disability compensation, has exhausted all sick leave credit available and has not been suspended or placed on leave of absence pursuant to M. S. 122A.40 Subd. 12, the Assistant Superintendent shall, upon request, be granted a medical leave of absence up to one (1) year in duration without pay. The School Board may, in its discretion, extend such a leave upon written request.

The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Assistant Superintendent is expected to be able to resume normal responsibilities. If medical leave of at least one full year is granted pursuant to this section, the Assistant Superintendent voluntarily waives any right to a leave of absence to which the Assistant Superintendent might otherwise be entitled pursuant to MN. Statute 122A.40, subd. 12.

4. Personal Business Absence

The Assistant Superintendent shall be granted up to two (2) days per year (cumulative to three) for personal business affairs, the time and occurrence of which are not reasonably within his control and require his personal attention. This absence shall not be used for vacation, recreation or leisure-time activities.

5. Family Illness

The Assistant Superintendent shall be granted up to five (5) days per year (non-cumulative) for illness in the immediate family. Immediate family includes spouse, child, parent, parent of spouse, or a dependent living in the immediate household.

6. Bereavement

The Assistant Superintendent shall be granted up to five (5) days for bereavement for the death of any of the following: spouse, child, parent or former guardian, parent or former guardian of spouse, brother or sister, brother or sister of spouse, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a dependent living in the immediate household.

7. Proration

All leave benefits shall be prorated for the portion of the year actually worked.

## V. INSURANCE

### 1. Health and Accident Insurance

The Board will contribute the full premium for the individual health and accident insurance policy in effect in the district. The Board will contribute the full premium for family health and accident insurance policy in effect in the school district minus the Assistant Superintendent's contribution of \$265.33 per month.

### 2. Long-term Disability Insurance

The Board will contribute 40% of the cost of the premium for a long-term disability policy to be effective after an absence of thirty (30) consecutive work days. The Assistant Superintendent shall pay 60% of the cost via payroll deduction. Insurance company coverage shall be 66 2/3% of base salary and a limit of 75% when coordinated with other disability income sources according to the conditions of the policy.

### 3. Life Insurance, Accidental Death and Dismemberment Coverage

The Assistant Superintendent will be entitled to \$150,000 term life insurance. The School Board will pay for \$50,000 and the Assistant Superintendent will pay for \$100,000 via payroll deduction.

### 4. Dental Insurance

The Board shall provide single or family dental insurance coverage as elected by the Assistant Superintendent and in accordance with the policy purchased by the District.

### 5. Insurance Provisions

All insurance provisions contained in this agreement are subject to the terms of the insurance policy purchased by the District. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

## VI OTHER BENEFITS

### 1. Physical Examination

The Assistant Superintendent shall be reimbursed up to \$100 for an annual physical examination after application of all insurance benefits.

### 2. Tax-Sheltered Annuity

The Assistant Superintendent may make contributions to a tax-sheltered annuity in accordance with state law and IRS regulations. All such contributions must be made to a

board approved plan; Fidelity, Fidelity via Educator's Financial Services (ESI), AXA (Equitable), and Lincoln Financial Services.

3. Deferred Compensation Plan

The Board shall provide as authorized by the State of Minnesota a deferred compensation plan under M. S. 352.96. The plan shall provide Board contribution matching employee contribution on a dollar-for-dollar basis, but not to exceed an employer contribution of \$2,000 per year. This matching contribution will be made to a board-approved plan; Fidelity, Fidelity via Educator's Financial Services (ESI), AXA (Equitable), and Lincoln Financial Services.

4. Professional Reimbursement

The Board shall directly pay or reimburse the Assistant Superintendent for reasonable expenses incurred in the continuing performance of duties, including dues to an appropriate professional and civic organization; travel, lodging, and other expenses related to attendance at an appropriate national convention, where attendance has received prior approval of the Superintendent. Reimbursement for mileage on travel for School District business shall be in accordance with School Board Policy. The Board shall pay for educational programs and/or educational seminars required by the Superintendent and/or State.

5. Tuition

The Board will reimburse the Assistant Superintendent for credits, subject to the prior approval of the Superintendent.

6. Indemnification

The District shall defend, indemnify, and hold harmless the Assistant Superintendent in any legal action brought against her when action in an official capacity or arising out of the performance of duties on behalf of the District.

7. Annual Contribution to Post Retirement Healthcare Savings Plan

On behalf of the Assistant Superintendent, the district will contribute \$1,000 to the Minnesota State Retirement System's, Post Retirement Healthcare Savings Plan. The deposit shall be made at the end of the fiscal year.

VII. SALARY

The annual salary for 2010 - 2011 shall be \$136,273

VIII. OTHER PROVISIONS

This contract may be amended by mutual consent.

IX. AUTHORIZATION

This contract shall be effective only upon signatures of the Assistant Superintendent for Teaching and Learning and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action recorded in its minutes.

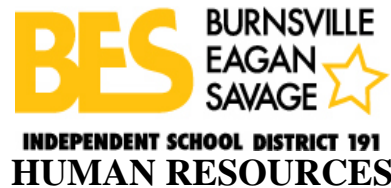
IN WITNESS WHEREOF, the parties have signed this Agreement:

\_\_\_\_\_  
Christopher Lindholm  
Assistant Superintendent for Teaching and Learning

\_\_\_\_\_  
Chair, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk, Board of Education



AGENDA ITEM: II. B. 7.

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: May 6, 2010

RE: Contract with Executive Director of Human Resources

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE CONTRACT WITH TANIA Z. CHANCE AS THE EXECUTIVE DIRECTOR OF HUMAN RESOURCES EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2011**

After an extensive interview process, Dr. Tanya Chance has been recommended to the Board of Education as the Executive Director of Human Resources. Her contract mirrors that of other cabinet members in terms of salary and benefits. She will earn a salary of \$136,273. She will contribute \$265.33 per month towards family health insurance.

In lieu of post-retirement benefits, the district will match up to \$2,000 to a 403(b) plan and will contribute \$1,000 per year to the Minnesota State Retirement System's, Post-Retirement Healthcare Savings Plan.

Dr. Chance will be introduced at the May 20th board meeting.

**Contract Between TANIA Z. CHANCE and  
INDEPENDENT SCHOOL DISTRICT 191  
July 1, 2010 – June 30, 2011**

The School Board of Independent School District No. 191, Burnsville, Minnesota (School District) enters into this agreement with TANIA Z. CHANCE, who agrees to perform the duties of Executive Director of Human Resources in and for Independent School District 191. The School District and the Executive Director of Human Resources agree as follows:

I. DURATION

The School District hereby employs TANIA Z. CHANCE as its Executive Director of Human Resources for the period beginning July 1, 2010 through June 30, 2011. Employment is subject to the provisions of M.S. 122A.40, as amended, and all state and federal laws and regulations relevant to qualifications, licensure, employment, termination and discharge. This contract shall remain in full force and effect unless modified by mutual consent of the School Board and the Executive Director of Human Resources or unless terminated as provided by law or by written resignation.

II. DUTIES

TANIA Z. CHANCE, for the annual Salary indicated, agrees to perform the services prescribed by the School Board or its designated representative, and, during the life of this contract, abide by the policies, rules and regulations applicable to the Executive Director of Human Resources as established now and hereafter by the School Board. TANIA Z. CHANCE agrees to perform such duties and services in and for Independent School District 191 as shall be prescribed and designated by said School Board subject to reasonable conditions of employment

III. DUTY YEAR AND LEAVES

1. Basic Work Year

The work year shall be for twelve (12) months, including twenty-five (25) days of paid vacation annually. After three years of service as a cabinet member, the Executive Director of Human Resources shall earn an additional (3) days of vacation for an annual maximum of (28) days. Vacation time shall not be cumulative, and all vacation time shall be taken within twelve (12) months after June 30 or be forfeited. In addition, the ten (10) following legal holidays shall be paid holidays: Independence Day, Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day and Memorial Day.

2. Sick Leave

The Executive Director of Human Resources shall be granted twelve (12) days of regular sick leave per year cumulative to three hundred (300) days.

### 3. Medical Leave

If the Executive Director of Human Resources is unable to perform her regular duties because of personal illness or disability, is not eligible for long-term disability compensation, has exhausted all sick leave credit available and has not been suspended or placed on leave of absence pursuant to M. S. 122A.40 Subd. 12, the Executive Director of Human Resources shall, upon request, be granted a medical leave of absence up to one (1) year in duration without pay. The School Board may, in its discretion, extend such a leave upon written request.

The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Executive Director of Human Resources is expected to be able to resume normal responsibilities. If medical leave of at least one full year is granted pursuant to this section, the Executive Director of Human Resources voluntarily waives any right to a leave of absence to which the Executive Director of Human Resources might otherwise be entitled pursuant to MN. Statute 122A.40, subd. 12.

### 4. Personal Business Absence

The Executive Director of Human Resources shall be granted up to two (2) days per year (cumulative to three) for personal business affairs, the time and occurrence of which are not reasonably within his control and require his personal attention. This absence shall not be used for vacation, recreation or leisure-time activities.

### 5. Family Illness

The Executive Director of Human Resources shall be granted up to five (5) days per year (non-cumulative) for illness in the immediate family. Immediate family includes spouse, child, parent, parent of spouse, or a dependent living in the immediate household.

### 6. Bereavement

The Executive Director of Human Resources shall be granted up to five (5) days for bereavement for the death of any of the following: spouse, child, parent or former guardian, parent or former guardian of spouse, brother or sister, brother or sister of spouse, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a dependent living in the immediate household.

### 7. Proration

All leave benefits shall be prorated for the portion of the year actually worked.

#### IV. INSURANCE

##### 1. Health and Accident Insurance

The Board will contribute the full premium for the individual health and accident insurance policy in effect in the district. The Board will contribute the full premium for family health and accident insurance policy in effect in the school district minus the Executive Director of Human Resources' s contribution of \$265.33 per month.

##### 2. Long-term Disability Insurance

The Board will contribute 40% of the cost of the premium for a long-term disability policy to be effective after an absence of thirty (30) consecutive work days. The Executive Director of Human Resources shall pay 60% of the cost via payroll deduction. Insurance company coverage shall be 66 2/3% of base salary and a limit of 75% when coordinated with other disability income sources according to the conditions of the policy.

##### 3. Life Insurance, Accidental Death and Dismemberment Coverage

The Executive Director of Human Resources will be entitled to \$150,000 term life insurance. The School Board will pay for \$50,000 and the Executive Director of Human Resources will pay for \$100,000 via payroll deduction.

##### 4. Dental Insurance

The Board shall provide single or family dental insurance coverage as elected by the Executive Director of Human Resources and in accordance with the policy purchased by the District.

##### 5. Insurance Provisions

All insurance provisions contained in this agreement are subject to the terms of the insurance policy purchased by the District. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

#### V. OTHER BENEFITS

##### 1. Physical Examination

The Executive Director of Human Resources shall be reimbursed up to \$100 for an annual physical examination after application of all insurance benefits.

##### 2. Tax-Sheltered Annuity

The Executive Director of Human Resources may make contributions to a tax-sheltered annuity in accordance with state law and IRS regulations. All such contributions must be made to a board approved plan; Fidelity, Fidelity via Educator's Financial Services (ESI), AXA (Equitable), and Lincoln Financial Services.

3. Deferred Compensation Plan

The Board shall provide as authorized by the State of Minnesota a deferred compensation plan under M. S. 352.96. The plan shall provide Board contribution matching employee contribution on a dollar-for-dollar basis, but not to exceed an employer contribution of \$2,000 per year. This matching contribution will be made to a board-approved plan; Fidelity, Fidelity via Educator's Financial Services (ESI), AXA (Equitable), and Lincoln Financial Services.

4. Professional Reimbursement

The Board shall directly pay or reimburse the Executive Director of Human Resources for reasonable expenses incurred in the continuing performance of duties, including dues to an appropriate professional and civic organization; travel, lodging, and other expenses related to attendance at an appropriate national convention, where attendance has received prior approval of the Superintendent. Reimbursement for mileage on travel for School District business shall be in accordance with School Board Policy. The Board shall pay for educational programs and/or educational seminars required by the Superintendent and/or State.

5. Tuition

The Board will reimburse the Executive Director of Human Resources for credits, subject to the prior approval of the Superintendent.

6. Indemnification

The District shall defend, indemnify, and hold harmless the Executive Director of Human Resources in any legal action brought against her when action in an official capacity or arising out of the performance of duties on behalf of the District.

7. Annual Contribution to Post Retirement Healthcare Savings Plan

On behalf of the Executive Director of Human Resources, the district will contribute \$1,000 to the Minnesota State Retirement System's, Post Retirement Healthcares Savings Plan. The deposit shall be made at the end of the fiscal year.

VI. SALARY

The annual salary for 2010-2011 shall be \$136,273

VII. OTHER PROVISIONS

This contract may be amended by mutual consent.

VIII. AUTHORIZATION

This contract shall be effective only upon signatures of the Executive Director of Human Resources and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action recorded in its minutes.

IN WITNESS WHEREOF, the parties have signed this Agreement:

\_\_\_\_\_  
TANIA Z. CHANCE  
Executive Director of Human Resources

\_\_\_\_\_  
Chair, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk, Board of Education



**AGENDA IV-A  
May 6, 2010**

**TO: Members, Board of Education**

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

**DATE: May 6, 2010**

**RE: Authorize development of schematic design for the renovation of Burnsville High School.**

**RECOMMENDATION:** That the Board of Education authorize development of schematic design for the renovation of Burnsville High School.

The Facilities Utilization Taskforce reviewed the deferred maintenance needs of the district during this past calendar year. In the report by the taskforce, there are a number of items that were recommended to be included in future deferred maintenance projects. The renovation of the Burnsville High School was identified as a high priority.

Since the taskforce discussed this topic, our architects' ATS&R have been working with Director of Properties and Operations and the Burnsville High School Leadership Team to gain input on the needs that should be included in the next phase of renovation for the Burnsville High School.

ATS&R will present conceptual design for the renovations to the Burnsville High School. The next step is for the district to obtain schematic design for the renovations. Our district architect's ATS&R would prepare the schematic design. The Burnsville High School renovations have been included as estimates in our ten-year plan.

I recommend the Board of Education authorize the development of schematic design for the renovation of the Burnsville High School.



**AGENDA IV-B  
May 6, 2010**

**TO: Members, Board of Education**

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

**DATE: May 6, 2010**

**RE: Receive Draft of the Ten-Year Facilities Plan**

As a part of the district's participation in the state's Alternative Facilities Levy and Bonding program, an updated ten-year deferred maintenance plan must be submitted for approval on an annual basis.

This is a continuing program which allows the district to levy and bond for deferred maintenance projects. As you recall, this past levy certification 09 Pay 10, the amount of the district levy for alternative facilities was reduced to zero with the intent to review our needs for deferred maintenance with the assistance of the Facilities Utilization Task Force. The taskforce finished with their work this past year. Administration continued the review in working with the Burnsville High School Leadership team to further detail the needs of the Burnsville High School. This draft of the updated 10-year plan has incorporated the recommendations of the taskforce.

As there are more details to be determined, this ten-year plan will be brought back to the Board of Education in final form in the near future for approval. After which, the plan will be submitted to the Minnesota Department of Education for approval. Upon receiving approval, the district would then be in a position to submit a proposal for the Commissioner's Review and Comment, solicit bids, sell bonds and levy property taxes to support the debt schedule.

A draft of the ten-year facilities plan will be provided at the board meeting.



AGENDA ITEM: IV. C.

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: May 6, 2010

RE: Dental Insurance Rates for 2010 - 2011

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE A SINGLE DENTAL RATE OF \$30.40 PER MONTH AND FAMILY DENTAL RATE OF \$79.38 EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2011**

Discussion:

The district self funds dental insurance. The district will be able to hold rates constant for one more year and then a rate increase would be expected for the 2011 -2012 fiscal year. Rates have remained at the above levels since 2003.



**BE IT RESOLVED, by the School Board of Independent School District 191, pursuant to Minnesota Statute § 122A. 40 that the teaching contracts of the following licensed probationary teacher in Independent School District 191 be terminated at the end of the 2009 - 2010 school year.**

<b>Name</b>	<b>Location</b>	<b>FTE Amount</b>
Elizabeth Brown	Pond	1.0 FTE
Melanie Casavant	BHS - Science	1.0 FTE
David Copp	NJH - Science	1.0 FTE
Shawn Deboer	NJH - Phy Ed/Health	Release .2/ work .8
Sandra Ditmarsen	Vista View	Release .5/Work .5
Larry Ekegren	H.B.	1.0 FTE
Sheri Epps	ERJH	1.0 FTE
Lynn Fristed	S.O.	1.0 FTE
Sara Gustafson	BHS	1.0 FTE
Elizabeth Lane	NJH	1.0 FTE
Anna Lardy	ERJH	Release .2/Work .8
Michael Leonard	Districtwide DAPE	Release
Alissa Lindell	NJH	Release .2/Work .8
Jennifer Mattson	Vista View	1.0 FTE
Greg May	Vista View	Release .2/work .8
Christine Peterson	S.T.	1.0 FTE
Nancy Pietrowski	Byrne	1.0 FTE
Greg Pinnell	Cedar Alternative	1.0 FTE
Margie Podominick	Hidden Valley	1.0 FTE
Amy Reith	Byrne	1.0 FTE
Miriam Rogers	Metcalf	1.0 FTE
Nancy Sackett	Dakota Station/BEST	1.0 FTE
Christopher Servais	BHS	1.0 FTE
Jami Smith	NJH	1.0 FTE
Pamela Strawn	Neill	1.0 FTE
Elizabeth Tanner	BHS	Release .1/Work .8
Alissa Tofte	Pond	1.0 FTE
Elizabeth Van	BHS	1.0 FTE
Rachel Walgenback	Rahn	1.0 FTE
Elizabeth Wegleitner	NJH	Release .2/Work .4
Michael Werner	Pond	Release .2/Work .8
Alberta Weir	Districtwide Elementary Media	1.0 FTE
Lisa Willis	Byrne	1.0 FTE
Andrea Wilson	S.O.	Release .25/ Work .75
Laura Zempel	Metcalf	1.0 FTE
Sara A. Johnson	Districtwide Pro Pay Reserve Sub	1.0 FTE
Erin Kosmalski	Districtwide Pro Pay Reserve Sub	1.0 FTE
Matthew Madson	Districtwide Pro Pay Reserve Sub	1.0 FTE
Barbara Odenwald	Districtwide Pro Pay Reserve Sub	1.0 FTE

**BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law.**

# BURNSVILLE EAGAN SAVAGE

## Independent School District 191

### Human Resources

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AGENDA ITEM: IV. E.

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: May 6, 2010

RE: Resolution relating to the termination and nonrenewal of that portion of teaching contracts in excess of 1.0 at the conclusion of the 2009 - 2010 school year

**RECOMMENATION: It is recommended that the Board of Education adopt the following resolution:**

**BE IT RESOLVED, by the School Board of Independent School District 191 that the portion of teaching contracts of staff in excess of 1.0 be terminated at the close of the 2009 - 2010 school year**

<u>TEACHER NAME</u>	<u>TOTAL FTE</u>	<u>LOCATION</u>
Kristine Branyon	.1	BHS & ERJH
Michelle Carroll	.1	BHS & ERJH
Amy Lyn Dettling	.1	BHS & ERJH
Alissa Lindell	.1	NJH & BHS
Kate Quirk	.1	NJH & BHS
Perry Wilkinson	.1	NJH & ERJH
Susan Borne	.2	MJH
Karen Chamerlik	.1	Rahn & VV
Rachel Lucius	.1	Rahn & MJH
Angela Bell	.065	ERJH
Scott Carlson	.065	ERJH
Jeff Hammer	.065	ERJH
Joe Meyer	.065	ERJ
Elise Byrne	.0325	Vale
Christine Gutterman	.0325	Vale
Molly McCool	.0325	Vale
Sharelle Petersen	.0325	Vale
Jason Reilly	.0325	Vale
Chris Rohde	.0325	Vale
Tania Connolly	.1	Neill & HV
Laurie Rumpza	.1	ECSE – Neill & SO

**BE IT FURTHER RESOLVED, that written notice is sent to said teachers regarding termination of that portion of his/her contract in excess of 1.0.**

**BURNSVILLE – EAGAN – SAVAGE  
INDEPENDENT SCHOOL DISTRICT 191  
HUMAN RESOURCES**

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AGENDA ITEM: IV. F.

To: Members of the Board of Education  
Superintendent Randy Clegg

From: Sue Grissom  
Executive Director of Human Resources

Date: May 6, 2010

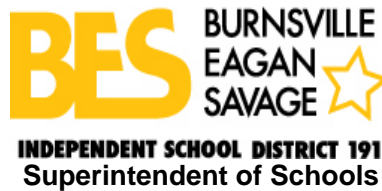
RE: **Resolution relating to the Termination of Teaching Contracts for the following Long Term Substitute Teachers effective at the close of the 2009 - 2010 school year**

**RECOMMENDATION: It is the recommendation that the Board of Education adopt the following resolution:**

**BE IT RESOLVED**, by the School Board of Independent School District 191, that the teaching contracts of the following long-term substitute teachers be terminated at the close of the 2009 - 2010 school year.

Mary Coyne	ECSE/NJH
Sabrina Dahl	RAHN
Steve Ethen	BHS
Aimee Hagen	VISTA VIEW
Julie Johnston	HB
Tammy Merrill	ERJH
Marisa Moe	NEILL
Crystal Nurmela	HV
Dana Randall	ECSE
Huel Scherrer	BHS
Ruth Schweinfus	BYRNE
Hannah Selby	POND
Karleen Sherman	HB

**BE IT FURTHER RESOLVED**, that written notice is sent to said teachers regarding termination and nonrenewal of his/her contract as provided by law.




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TO: Members, Board of Education Agenda IV.G  
May 6, 2010

FROM: Randy Clegg, Superintendent

DATE: May 3, 2010

RE: Board Policy Revisions

**Recommendation:** That the Board of Education approve, on a first reading basis, revisions to Policy LEA and LEA-R, Student Teaching & Internships, Policy ICA, School Calendar, Policy BB, Legal Status of the School Board, Policy BBF, Code of Ethics, Policy BCB, School Board Officers, Policy BCE, School Board Committees, Rename Policy BCG/GREA to Policy BCG, Criminal or Civil Action Against School District, School Board Member, Employee or Student – Staff Protection and Delete Policy GBEA/BCG, Policy BD, Open Meetings and Closed Meetings, Policy BDDE, Rules of Order, Policy BDE, School Board Hearings, and Policy BH, School Board Member Development. (10 minutes) (Clegg)

The Policy Review Committee reviewed Policy LEA, Student Teaching & Internships. While there were no changes to the policy, the supporting regulation has been revised to reflect current practices.

Policy ICA, School Calendar. The policy has been revised so that annually a rolling 2-year calendar is updated and approved by the board.

The Policy Review Committee also reviewed the remainder of the policies contained in Section B, Board Governance and Operations. The recommended changes are relatively minor and the committee supports adoption of the policies as revised.

Descriptor Term:

Legal Status of the School Board

Descriptor Code:

BB

Rescinds:

BB/BBA/BBA-R/

BBAA/BBBA/BBB-R/

BCH/BDDD/BDDF/

BG-R/GBD-R/

BHD/BHD-R/BJA

Draft 4/10

Page 1 of 3

Issued Date:

October 1999

Issued:

7/85

## **I. PURPOSE**

The care, management and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties and powers of the school board in carrying out its mission.

## **II. GENERAL STATEMENT OF POLICY**

- A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.
- B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

## **III. DEFINITION**

“School board” means the governing body of the school district.

## **IV. ORGANIZATION AND MEMBERSHIP**

- A. The membership of the school board consists of seven members. The term of office is four years.
- B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio non-voting member.
- C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

Descriptor Term:

Legal Status of the School Board

Descriptor Code:

BB  
Rescinds:  
BB/BBA/BBA-R/  
BBAA/BBBA/BBB-R/  
BCH/BDDD/BDDF/  
BG-R/GBD-R/  
BHD/BHD-R/BJA

Draft 4/10

Page 2 of 3

Issued Date:

October 1999

Issued:

7/85

Page 2 of 3

## V. POWERS AND DUTIES

- A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.
- B. The school board shall select a superintendent and delegate that officer the authority and responsibility for carrying out the policies and regulations and establishment of procedures necessary to ensure effective operation of the schools.
- C. The school board shall supervise the management of the schools of the school district; adopt rules for their organization, government, and instruction; and authorize textbooks and courses of study. ; ~~and make and authorize contract.~~
- D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.
- E. The school board, among other duties, shall perform the following in accordance with applicable law:
  - 1. Provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;
  - 2. Conduct the business of the school and pay indebtedness and proper expenses;
  - 3. Make and authorize contracts;
  - 4. Employ and contract with necessary qualified teachers and discharge the same for cause;
  - 5. Manage the schools; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts;
  - 6. Provide services to promote the health of its pupils;
  - 7. Provide school buildings and erect needed buildings;
  - 8. Purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;;
  - 9. Provide for payment of claims against the school district, in all proper cases;
  - 10. Employ and discharge necessary employees and contract for other services;
  - 11. Provide for transportation of pupils to and from school, as governed by statute;
  - 12. Procure insurance against liability of the school district, its officers and employees;
  - 13. Adopt the district's budget; and,
  - 14. Designate depositories for school district funds.

Descriptor Term:

Legal Status of the School Board

Descriptor Code:

BB  
Rescinds:  
BB/BBA/BBA-R/  
BBAA/BBBA/BBB-R/  
BCH/BDDD/BDDF/  
BG-R/GBD-R/  
BHD/BHD-R/BJA

Draft 4/10

Page 3 of 3

Issued Date:

October 1999

Issued:

7/85

Page 3 of 3

F. The school board, at its discretion, may perform the following:

1. Provide library facilities, public evening schools, adult and continuing education programs, summer school programs and inter-session classes of flexible school year programs;
2. Furnish school lunches for pupils and teachers on such terms as the school board determines;
3. Enter into agreements with one or more other independent school districts to provide for agreed upon educational services;
4. Lease rooms or buildings for school purposes;
5. Authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;
6. Authorize co-curricular and extracurricular activities;
7. Receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and
8. Perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

**Legal References:** Minn. Stat. 123.33 (School Board Powers)

Minn. Stat. 123.34 (School District Officers)

Minn. Stat. 123.35 (General Powers)

Minn. Stat. 123.351 (Cooperative Centers)

Minn. Stat. 123.36 (Schoolhouses and Sites; Access for Non-curricular Purposes)

Minn. Stat. 123.38 (Co-curricular and Extracurricular Activities; Insurance)

Minn. Stat. 123.40 (Specific powers and duties)

Minn. Stat. 123.41 (Liability insurance)

Minn. Stat. 123.77, Subd. 4 (definition)

Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233, 199 N.W. 911 (1924)

***Legal References:***

Minn. Stat. § 123A.22 (Cooperative Centers)

Minn. Stat. § 123B.02 (General Powers)

Minn. Stat. § 123B.09 (School Board Powers)

Minn. Stat. § 123B.14 (School District Officers)

Minn. Stat. § 123B.23 (Liability Insurance)

Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities; Insurance)

Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)

Minn. Stat. § 123B.85 (Definition)

Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233, 199 N.W. 911 (1924)

***Cross References:***

[MSBA/MASA Model Policy 101 \(Legal Status of the School District\)](#)

[MSBA/MASA Model Policy 202 \(School Board Officers\)](#)

[MSBA/MASA Model Policy 203 \(Operation of the School Board-Governing Rules\)](#)

[MSBA/MASA Model Policy 205 \(Open Meetings and Closed Meetings\)](#)

[MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties](#)

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## I. PURPOSE

The purpose of this policy is to assist school board members in recognizing the role of individual school board members and the contribution that each must make to develop and effective and responsible school board.

## II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

### A. AS A MEMBER OF THE SCHOOL BOARD I WILL:

1. Listen
2. Recognize the integrity of my predecessors and associates
3. Appreciate the merit of their work.
- ~~43.~~ Be motivated only by a desire to serve the pupils of my district
54. Attempt to inform myself on the proper duties and functions of a school board member
- ~~65.~~ Recognize that it is my responsibility, together with other school board members, to see that the schools are properly run, not to run them myself
76. Work through the administration employees of the school board—not over or around them
87. Recognize that school business may be legally transacted only in an open meeting of the school board

### B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER I WILL:

1. Perform under education policies unless necessity requires otherwise
2. Function in meeting the legal responsibility that is mine as part of a policy forming body—not as an administrative officer
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress
4. Accurately prepare for meetings by carefully reviewing agenda items and reliable support materials.

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C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD I WILL:

1. Respect the right of others to have and express opinions
2. Recognize that authority rests with the school board in legal session—not with the individual members of the school board except as authorized by law
3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions
4. Recognize that to promise in advance of a meeting how I will vote on any proposition is to close my mind and agree not to think through other points of view which may be presented to the meeting
5. Make decisions in school board meetings only after all sides of debatable questions have been presented
6. Delegate details of school board action to administrative employees
7. Insist that special committees be appointed to serve only in an advisory capacity to the school board

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY I WILL:

1. Attempt to appraise both the present and future educational needs of the school district
2. Attempt to obtain adequate financial support for the school program
3. Interpret the needs and attitudes of the community and do my best to translate them into the educational program of the school district
4. Consider it an important responsibility to interpret the education program of the school as it relates to the needs of the community
5. Insist that business transactions of the school district be on an ethical, open, and above board basis.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF I WILL:

1. Hold the superintendent responsible for the administration of the school district
2. Give the superintendent authority commensurate with the responsibility
3. Ensure that the school district will be administered by the best professional personnel available
4. Consider the recommendation of the superintendent in the appointment of all employees
5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation

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6. Expect the superintendent to keep the school board adequately informed at all time through both oral and written reports
7. Spend adequate time in school board meetings on educational policies
8. Give the superintendent counsel and advice
9. Recognize the status of the superintendent as an ex officio member of the school board
10. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board
11. Present any personal criticisms of employees to the superintendent
12. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER I WILL:

1. Comply with all federal, state and local laws relating to my function as a school board member.
2. Comply with all school district policies as adopted by the school board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other federal and state agencies with jurisdiction over school districts.

**Legal References:**

Minn. Stat. 123B.09 (School Board Powers)  
 Minn. Stat. 123B.143, Subd. 1 (Superintendent)  
 Minn. Stat. 123B.02, Subd. 1 (School District Powers)

**Cross References:**

MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

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## **I. PURPOSE**

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

## **II. GENERAL STATEMENT OF POLICY**

- A. The school board shall meet annually and organize by selecting a chair, a vice chair, a clerk, a treasurer and such other officers as determined by the school board. The vice-chair shall serve in the temporary absence of the chair.
- B. The school board shall appoint a superintendent who shall be an ex officio, nonvoting member of the school board.
- C. The school board shall endeavor to adhere to the School Board Code of Ethics as delineated in Policy BBF Code of Ethics.

## **III. ORGANIZATION**

The school board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a vice chair, a clerk, a treasurer, and such other officers as determined by the school board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the school board.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.
- C. The school board shall also make committee appointments, set salaries for board members, determine dates for regular meetings of the school board, designate an official newspaper, designate official depositories, authorize electronic fund transfers, appoint an auditor, appoint an agent of record, authorize the use of facsimile signature, renew memberships and take other organizing actions as may be determined.
- D. The selection of school board officers shall be by majority vote conducted at the annual organizational meeting of the school board. While majority vote must prevail, it is the intention of the school board to provide for continuity by selecting a vice-chair who, if subsequently elected, would accept the position of chair. The above described procedures are provided as guidance and are not intended to restrict the vote of any member or the right of any member to seek, accept or decline a leadership position.

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#### **IV. OFFICER'S AND DIRECTOR'S RESPONSIBILITIES**

##### A. Chair

1. Provide leadership to the board by practicing open and thorough communication.
2. The chair when present shall preside at all meetings of the school board, countersign all orders upon the treasurer for claims allowed by the school board, represent the school district in all actions and perform all duties a chair usually performs.
3. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.
4. Act as public spokesperson for the Board except as this responsibility is delegated to others.
5. Provide leadership in carrying out the powers and duties of the Board.

##### B. Vice Chair

1. The vice chair shall perform the duties of the chair in the event that the chair is absent.
2. The vice chair shall assist the chair in the performance of his/her responsibilities and will be regularly involved in matters relating to Board operations and leadership.
3. The vice chair shall be responsible for planning and conducting the Boards annual evaluation of the superintendent.

##### C. Treasurer

1. The treasurer shall authorize the deposit of school district funds in the official depository.
2. The treasurer shall authorize all reports which may be called for by the school board and perform all duties a treasurer usually performs.
3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with Minn. Stat. §123B.12.

##### D. Clerk

1. The clerk shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk shall notify all persons elected of their election.
3. On or before August 15 of each year, the clerk shall:
  - a. File with the school board a report of the revenues, expenditures and balances in each fund for the preceding fiscal year.
  - b. Make and transmit to the commissioner certified reports, showing:
    - (1) condition and value of school property.

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- (2) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;
  - (3) length of school term and enrollment and attendance by grades; and
  - (4) other items of information as called for by the commissioner.
4. The clerk shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
  5. The clerk shall furnish to the county auditor, on or before October 10, an attested copy of the clerk's record, showing the amount of money voted by the school district or the school board for school purposes.
  6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
  7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.

E. Directors

1. Meet in regularly and specially called meetings and work sessions to consider and act on matters presented to the Board as legitimate concerns of the staff or residents of Independent School District.
2. Represent the Board and Independent School District 191 as delegates or representatives on various committees and commissions as may be appropriate.
3. Board members will meet all obligations and requirements as described in statute.

F. Superintendent

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
  - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;
  - b. recommend to the school board employment and dismissal of teachers;
  - c. superintend school grading practices and examinations for promotions;
  - d. make reports required by the commissioner; and
  - e. perform other duties prescribed by the school board.

**Legal References:**

Minn. Stat. § 123B.14 (Officers)  
Minn. Stat. §123B.12 (Finance)  
Minn. Stat. § 126C.17 (Referendum Revenue)  
Minn. Stat. Ch. 205A (School District Elections)  
Minn. Stat. § 123B.143 (Superintendent)

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**Cross References:**

MSBA/MASA Model Policy 101 (Legal Status of the School District)  
MSBA/MASA Model Policy 201 (Legal Status of the School Board)  
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)  
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

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## I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

## II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.
- B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.
- C. A school board committee or subcommittee will be formed by school board resolution that shall outline the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.
- E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.
- F. The school board also may establish such ad hoc committees for specific purposes, as it deems appropriate.
- G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.
- H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

## III. APPOINTMENT OF COMMITTEES

- A. For each standing or ad hoc committee, the school board will establish the number of members, the term and the charge or mission of the committee by resolution.
- B. The school board chair, in consultation with the vice chair, shall appoint the members of each standing or ad hoc committee and designate the chair thereof.
- C. The Board may, as it deems necessary for carrying out its duties, create committees. These may include:

**Committee of the Whole** – A committee comprised of the entire Board to provide a Board forum to discuss matters of policy and work on specific tasks.

**Ad Hoc Committees** – Two or three Board members research an issue facing the Board and make recommendations for consideration by the entire Board. These committees shall be of limited duration to cover the charge of the committee.

**Board Advisory Committees** – Broad representation of the communities of the School District study and make a report to the Board on a specific issue. The Board will provide the committee with a detailed charge and timeline. The duration of such committee will be determined by the committee or by applicable statute. Board members may serve as non-voting members on any committee formed to advise the board.

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**Standing Committees** – Two or three Board members for terms of up to two years, when the Board decides this is necessary to the efficient management of Board affairs. Standing committees will be reviewed by the board annually throughout the duration of the committee.

Board members will be assigned to represent the District on Boards or committees of organizations of which the Board or District is a member; e.g. ISD 917, TIES, ECSU, MSHSL and legislative liaison (AMSD, MSBA).

The chair in consultation with the vice chair shall make assignments after receiving input from individual Board members on their preferences. Assignments should be rotated when appropriate. Board members shall be responsible for finding another Board member to attend any meeting they are unable to attend whenever possible.

Two Board members shall also be appointed to represent the Board at the BEA Meet and Confer Committee meetings.

For Board members to represent the Board of Education on other boards, the appointment must be approved by the Board of Education.

Exceptions to the policy may be made by the Board of Education.

#### **IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES**

- A. All meeting of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.
- B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.
- C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.
- D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee
- E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.
- F. A committee or subcommittee of the school board shall, when appropriate, clarify to the public that its powers are only advisory to the school board.

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#### **V. ~~OPEN NOMINATIONS TO COMMITTEES~~**

- ~~A. To assist in fulfilling the responsibility of the School Board to keep in touch with public opinion and provide for effective two-way communication, the School Board encourages participation by community members on School Board appointed committees. It shall be the policy of the Board to solicit persons from the community who are interested in and willing to serve on committees appointed by the Board, whenever possible.~~
- ~~B. The School Board will publicize vacancies on School Board and District Administrative committees, listing the nature of the duties, any required qualifications, terms of service, information regarding how and where interested citizens may apply, and deadlines for application, in a timely manner. Whenever possible, openings will be publicized in newspapers that reach all areas of the school district community and in the school district newsletter.~~
- ~~C. Applications will be kept on file in the Superintendent's Office until July 1 of each year. Each year, notices will be sent to candidates on file in order to determine their continued interest. Candidates may withdraw their application at any time.~~
- ~~D. When School Board and Administrative Committees are to deal with subjects that have shared responsibility or concerns with non-public schools within the District, an invitation will be extended by the District to have an administrative and/or parent representative from the non-public schools within the District participate in the Committee process.~~
- ~~E. Board Committee appointments will be made by the School Board upon the recommendation of the Board Chair, in consultation with the vice chair or a Board committee.~~
- ~~F. Selection of candidates for appointment will be accomplished in an impartial manner, providing equal opportunity for all district citizens. Notification of appointment will be made by letter and will be entered into the official meeting minutes of the School Board.~~

**Legal references:** Minn. Stat. 13D.01 (Open Meeting Law)

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)  
 MSBA/MASA Model Policy 203 (Operation of the School Board –  
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 MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's  
 Open Meeting Law)

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### **I. A PURPOSE**

The purpose of this policy is to provide guidance as to the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee or student.

### **II. I GENERAL STATEMENT OF POLICY**

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreement and school district policies may also apply.
- D. A decision to seek legal advice or assistance shall normally be made by the superintendent or a designee. Such action shall occur as it is consistent with board policy or standard practice and meets an obvious need of the district. The school board chair or chair's designee may seek legal advice directly from the district's legal counsel in matters relating to the superintendent's contract, evaluation, performance or employment.

### **III. CIVIL ACTIONS**

- A. Pursuant to Minn. Stat. § 466.07, Subd. 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that he or she was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to Minn. Stat. § 127.03, Subd. 2, with respect to teachers employed by the school district, upon written request of the teacher involved, the school district shall provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

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C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, he or she is to inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

D. Service of Subpoenas

It is policy of the school district that its officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

**IV. CRIMINAL CHARGES OR CONDUCT**

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature, by an employee, the school district will investigate ~~ad~~ and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes and provisions of applicable collective bargaining agreements.
3. Pursuant to Minn. Stat. § 123B.02, Subd. 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision as to whether to reimburse shall be made in the discretion of the school board. A school

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board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. In order to further that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. It is the policy of the school district to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless there are extenuating circumstances or the matter being investigated is school-related, or as otherwise provided by law.
2. If such questioning at school is unavoidable, the school district will attempt to maintain confidentiality, to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minn. Stat. § 626.556, Subd. 10), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to law enforcement authorities educational and personnel data only in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) and 20 U.S.C. 1232g (FERPA).

V. **STATEMENTS WHEN LITIGATION IS PENDING**

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier (s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

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## **VI. STAFF PROTECTION**

~~Reasonable time lost in connection with any incident of attack upon a staff member, not compensable under Worker's Compensation, shall not be charged against the staff member unless he/she is judged guilty by a court of competent jurisdiction. Reasonable time lost is to be determined by the superintendent. If the decision of the superintendent is not acceptable to the staff member, the staff member shall have the right of appeal under the non contract grievance procedure.~~

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. 127.03, Subd. 2 (actions against teachers)

Minn. Stat. 127.26-127.39 (Pupil Fair Dismissal Act)

Minn. Stat. 466.07, Subd. 1 (Indemnification)

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

42 U.S.C. 1983 (Civil Action for depriving rights)

Op. Atty. Gen. 169 (Minn, Mar. 7, 1963);

Op. Atty. Gen. 169 (Minn, Nov. 3, 1943).

Dyress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983);

Wood v. Strickland, 420 U.S. 308, 95 S.Ct. 992, 43 L.Ed.2d 214 (1975);

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel, Reimbursement)

Minn. Stat. § 123B.25(b) (Actions Against Teachers)

Minn. Stat. § 466.07, Subd. 1 (Indemnification)

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

42 U.S.C. § 1983 (Civil Action for Depriving Rights)

Op. Atty. Gen. 169 (Minn, Mar. 7, 1963)

Op. Atty. Gen. 169 (Minn, Nov. 3, 1943)

*Dyress v. School Committee of Boston*, 446 N.E.2d 1099 (Mass. App. Ct. 1983)

*Wood v. Strickland*, 420 U.S. 308, 95 S.Ct. 992, 43 L.Ed.2d 214 (1975)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

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## **I. PURPOSE**

- A. The school board embraces the philosophy of openness in the conduct of its business, in the belief that openness produces better programs, more efficiency in administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting the individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

## **II. GENERAL STATEMENT OF POLICY**

- A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

## **III. DEFINITION**

“Meeting” means a gathering of at least a quorum or more members of the school board, or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering.

## **IV. PROCEDURES**

- A. Meetings.
  - 1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at its primary offices. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule, it shall give the same notice of the meeting as for a special meeting.

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## 2. Special Meetings

- a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.
- b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings.
- c. This notice shall be posted and mailed or delivered at least three days before the date of the meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.
- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.
- e. The school board will establish an expiration date on requests for notice of special meetings and require re-filing once each year. Not more than 60 days before the expiration date of request for notice, the school board shall send notice of the re-filing requirement to each person who filed during the preceding year.

## 3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the judgment of the school board, require immediate consideration.
- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.
- c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.
- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board member.
- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

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4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least 24 hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Health Pandemic or Declared Emergency

In the event of a health pandemic or an emergency declared under Minn. Stat. Ch. 12, a meeting may be conducted by telephone or other electronic means in compliance with Minn. Stat. § 13D.021.

B. Votes

The votes of school board members shall be recorded in a journal kept for that purpose and the journal shall be available to the public during all normal business hours at the administrative offices of the school district.

C. Written Materials

1. In any open meeting, a copy of any printed materials relating to the agenda items prepared or distributed by the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.
2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda of a closed meeting.

D. Data

1. Meetings may not be closed merely because the data to be discussed are not public data.

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2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.
3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations

- a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.
- b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation sessions, and hearing between the school board and its employees or their respective representatives are public meetings except when otherwise provided by the Commissioner of the Bureau of Mediation Services. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

3. Preliminary Consideration of Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

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4. Performance Evaluations

The School board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, i.e., regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

- a. A hearing on the dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the ~~Public~~ Pupil Fair Dismissal Act shall be closed unless the pupil, parent or guardian requests an open hearing.
- c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching contract of a licensed or non-licensed head varsity coach, it must notify the coach within 14 days of that decision.
- b. If the coach requests the reasons for the non-renewal, the school board must give the coach the reasons in writing within 10 days of receiving the request.

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- c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.
- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other non-public data.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

Any portion of a meeting must be closed if the following types of data are discussed:

- a. data that would identify alleged victims or reporters of criminal
- ~~b.~~ sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
- ~~be.~~ active investigative data collected or created by a law enforcement agency; or
- ~~cd.~~ educational data, health data, medical data, welfare data, or mental health data that are not public data; or
- d. an individual's personal medical records.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The school board may close a meeting:
  - (1) to determine the asking price for real or personal property to be sold by the school district;
  - (2) to review confidential or non-public appraisal data; and
  - (3) to develop or consider offers or counter offers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

The closed meeting must be taped recorded at the expense of the school district. The tape must be preserved for eight (8) years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and

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- c. all other persons present at the closed meeting must be made available to the public after the closed meeting.
- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

#### 10. Security Matters

- a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four (4) years.

#### 11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

#### F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

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7/85**Legal References:** Minn. Stat. 125.12, Subd. 9 (teacher discharge hearing)

Minn. Stat. 127.31, Subd. 5 (student dismissal hearing)

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. 179A.14, Subd. 3 (labor negotiations)

Minn. Stat. 471.705 (Open Meeting Law)

Minn. Stat. § 13D.05, Subd. 2

*Star Tribune v. Board of Education, Special School District No. 1*, 507 N.W.2d 869 (Minn. App. 1993)*Minnesota Daily v. University of Minnesota*, 432 N.W.2d 510 (Minn. App. 1988).*Moberg v. Independent School District No. 281*, 336 N.W.2d 510 (Minn. 1983).*Sovereign v. Dunn*, 498 N.W.2d 62 (Minn. App. 1993), rev. denied. (Minn. 1993)**Legal References:**Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)Minn. Stat. Ch. 13D (Open Meeting Law)Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)Department of Administration Advisory Opinion 04-004 (February 3, 2004)*Brown v. Cannon Falls Township*, 723 N.W.2d 31 (Minn. App. 2006)*Brainerd Daily Dispatch v. Dehen*, 693 N.W.2d 435 (Minn. App. 2005)205-9*The Free Press v. County of Blue Earth*, 677 N.W.2d 471 (Minn. App.2004)*Prior Lake American v. Mader*, 642 N.W.2d 729 (Minn. 2002)*Star Tribune v. Board of Education, Special School District No. 1*, 507N.W.2d 869 (Minn. App. 1993)*Minnesota Daily v. University of Minnesota*, 432 N.W.2d 189 (Minn. App.1988)*Moberg v. Independent School District No. 281*, 336 N.W.2d 510 (Minn.1983)*Sovereign v. Dunn*, 498 N.W.2d 62 (Minn. App. 1993), rev. denied.(Minn. 1993)**Cross References:**MSBA/MASA Model Policy 204 (School Board Meeting Minutes)MSBA/MASA Model Policy 206 (Public Participation in School BoardMeetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)MSBA/MASA Model Policy 207 (Public Hearings)MSBA/MASA Model Policy 406 (Public and Private Personnel Data)MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

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Rules of Order

BDDE

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## **I. PURPOSE**

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

## **II. GENERAL STATEMENT OF POLICY**

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

## **III. RULES OF ORDER**

Rules of order for school board meetings shall be as follows:

- A. Minnesota statutes where specified;
- B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and
- B-C. Robert's Rules of Order, Revised (latest edition) where not inconsistent with A and B above.

~~**Legal References:** Minn. Stat. 123.33, Subds. 5, 6 and 11 (School Board Matters)~~

~~Minn. Stat. 123.34 (Officers)~~

~~Minn. Stat. 471.705 (Open Meeting Law)~~

**Legal References:** Minn. Stat. Ch. 13D (Open Meeting Law)

Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (School Board Matters)

Minn. Stat. § 123B.14 (Officers)

***Cross References:***

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~~School Board~~ Public Hearings

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## **I. PURPOSE**

The school board recognizes the importance of obtaining public input on matters properly before the school board. The purpose of this policy is to establish procedures to efficiently receive public input.

## **II. GENERAL STATEMENT OF POLICY**

In order for the school board to efficiently receive public input on matters properly before the school board, the procedures set forth in this policy are established by the school board.

## **III. PROCEDURES**

### **A. Public Hearings**

Public hearings are required by law to be held concerning certain issues, including but not limited to, school closings (Minn. Stat. § 123B.51), truth in taxation (Minn. Stat. § 275.065), education district establishment (Minn. Stat. § 123A.15), and agreements for secondary education (Minn. Stat. § 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the discretion of the school board.

### **B. Notice of Public Hearings**

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

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C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to the commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the discretion of the school board.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also contain a brief statement of the subject to be covered or the issue to be addressed.
2. Time Limitation: The school board retains the discretion to limit the time for each presentation, as needs dictate.
3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one ~~be required to appoint~~ a representative or spokesperson. In the event that the school board requires the designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as otherwise determined by the school board.
4. Privilege to Speak: A school board member should direct any remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.

**Legal References:**

Minn. Stat. § 123A.30 (Agreements for Secondary Education)

Minn. Stat. § 123A.15 (Education District Establishment)

Minn. Stat. § 123B.51 (School Closings)

Minn. Stat. § 275.065 (Truth and Taxation)

**Cross References:**

MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations)

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## I. PURPOSE

In recognition of the need for continuing inservice training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

## II. GENERAL STATEMENT OF POLICY

- A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.
- B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state and national school boards associations, as well as in the activities of other educational groups.
- C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.
- D. The school board will reimburse the necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

**Legal References:** Minn. Stat. ~~123.33~~ §123b.09, Subd. 2a (School Board Member Training)

**Cross References:** MSBA/MASA Model Policy 214(Out-of-State Travel by School Board Members)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)

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## I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

## II. GENERAL STATEMENT OF POLICY

It is important to parents, students, employees, and the general public to have advance knowledge of the school calendar and school day to effectively plan for the school year.

## III. CALENDAR RESPONSIBILITY

- A. ~~Calendars for the two succeeding years shall be submitted by the Executive Director of Human Resources/Planning at the meeting of the Board of Education in November of even numbered years. Annually in November, the Executive Director of Human Resources shall submit to the Board of Education a calendar for the school year immediately following the next upcoming year.~~

It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff and parents.

~~*[Note: The annual school calendar must include at least three additional days of student instruction the board formally adopted as its school calendar at the beginning of the 1996-1997 school year. In the alternative to adopting additional days for student instruction, the board may adopt three additional days of staff development training related to the implementation of preparatory and high school content standards, including working to improve the scope and sequence of curriculum, research-based instructional skills of teachers and other district staff who work with students, and alternative assessments of student achievement.]*~~

- B. An Advisory Committee shall be formed, composed of community members, teachers, and administrators to assist in reviewing calendar options based on the following criteria:

1. Starting Date:

Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before September 1, unless beginning the school year earlier will accommodate a construction or remodeling project of \$400,000 or more, which affects a district's school facility. Days devoted to teacher's workshops may be held before September 1.

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2. Non-Classroom Days:

The following non-classroom days shall be designated: Labor Day, two teacher convention days in October, Thanksgiving Thursday and Friday, Martin Luther King Day, Memorial Day and one (1) other day designated by the committee.

There will be, at minimum, a seven-day (excluding weekends) winter break incorporating December 25 and January 1, commencing no later than December 24 with classes resuming on the first of two consecutive weekdays after the January 1 holiday.

~~There will be a one week spring break the last full week of March.~~

3. Ending Date:

The school year for students is not to end later than June 11.

4. Staff/Student Days:

The calendar shall incorporate 184 staff days and no less than 173 student contact days.

Adequate teacher workshops, professional days, and conference days will be incorporated in each calendar.

One half of the professional day at the end of each of the first three quarters is to be used by teachers for grade preparation and record keeping with the other half of the day devoted to curriculum and staff development.

The calendar shall reflect pupil attendance requirements by law and state regulations.

5. Community Input:

Prior to recommending a calendar to the Board of Education, the Calendar Committee shall survey the community to determine their preferences.

#### **IV. SCHOOL DAY RESPONSIBILITY**

The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education shall be met.

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- A. In all secondary schools the minimum length of an instructional day for each pupil, exclusive of noon intermission, shall be six hours.

Community-based programs may be approved as part of the school day provided that students are supervised through the vocational department.

Nonemployment-related community-based programs may be approved by administration for one hour a day provided that the student is sixteen (16) years of age and has parent/guardian permission.

The high school principal shall draft a procedure, which specifies that the parent/guardian is fully responsible for student activities in the nonemployment-related community-based program.

In all elementary schools the minimum length of an instructional day for each pupil in grades one through six shall be six hours and twenty-five minutes inclusive of noon intermission.

In all elementary schools the minimum length of an instructional day for each kindergarten pupil shall be two hours and forty-two minutes.

- B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.
- C. Proposed changes in the school day shall be subject to review and approval by the school board.

**Legal References:** Minn. Stat. § 120A.40 (School Calendar)  
Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)  
Minn. Stat. § 120A.415 (Extended School Calendar)  
Minn. Stat. § 120A.42 (Holidays)  
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)  
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class, Definitions)  
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; appropriation)

**Cross References:** MSBA/MASA Model Policy 425 (Staff Development)

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The Superintendent or a designate is responsible for the execution of agreements with individual colleges or universities for use of student teachers.

The administration shall develop a written procedure for intern teacher employment. Terms of employment for interns are specified in Board regulations.

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## STUDENT TEACHERS

### Assignment

A teacher will be consulted before being assigned a student teacher.

First year teachers will not be assigned a student teacher.

### Stipend

In view of the widespread teaching activities, alternative methods of payment will be recognized.

One hundred percent of the stipend ~~must~~ will be paid to supervising teachers.

Where student teaching centers have been established, a committee made up of staff members may determine the appropriate allocation of the stipends.

### Approved Programs

Independent School District 191 may enter into agreements with teacher preparing institutions, public or private, who have established approved programs. Approved programs must conduct criminal background checks on student teachers prior to placement.

Approved programs provide for prospective teachers to participate in teaching experience under the supervision of a fully qualified teacher in District employ.

### Status

Student teachers, when assigned and on duty, shall be deemed employees of the District for the purpose of worker's compensation and liability insurance.

No credit on the salary schedule, seniority list or longevity calculation shall be given student teachers subsequently hired by the District.

## INTERNS

### Purpose

A school district's intern program should be for the primary purpose of assisting and influencing the development of teacher-training programs. At all times, however, the welfare of the students in the District should be of primary concern. Adoption of any program, which would interfere in the accomplishment of a district's educational program, will be avoided.

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4/10 DRAFT

#### Qualifications

An intern shall be one who has completed the baccalaureate or be a senior in a teacher education program at a recognized teacher training institution and be recommended by the training institution. The district will conduct a criminal background check.

Compensation shall be based upon agreements with the colleges involved.

#### Assignment

A prospective intern will be screened by District staff and, upon acceptance, will attend any workshops scheduled during the residence for all staff as well as those specifically provided for the intern.

An intern shall be assigned to a staff member for supervision. The supervisor shall have at least three years teaching experience. The supervisor's responsibilities will include counseling the intern(s), observing the work of the intern(s), and coordinating the intern(s) activities with other personnel and evaluation.

An intern may not be assigned more than 50% of the teaching responsibilities carried by a licensed teacher. An intern is also expected to observe other professionals on duty, spend adequate time in preparation of assignments, conduct relevant research and to pursue other professional activities.