



Future Ready. Community Strong.

Regular Meeting Agenda

**Diamondhead Education Center
September 10, 2020
6:30 PM**

The meeting will take place via teleconference or other electronic means pursuant to Minnesota Statute 13.D.021. Please visit our website at www.isd191.org for viewing details.

Strategic Directions

- Close gaps and raise achievement for all students
- Create a culturally proficient school system
- Maximize resources for optimal student learning
- Increase the capacity for partnership with community

I. Call to Order

- A. Welcome
- B. Pledge of Allegiance

II. Approval of Agenda

III. Information

- A. Report about Summer Projects (Maximize resources for optimal student learning)
Dave Lake, Director of Operations
- B. Report about the First Day of School (Close gaps and raise achievement for all students)
Dr. Theresa Battle, Superintendent
- C. Receive an Update about District 191's Efforts to Implement COVID-19 Related Educational and Public Health Guidance Issued by the MDE and the MDH, Respectively (Maximize resources for optimal student learning)
Dr. Theresa Battle, Superintendent
- D. Student Representative Report
- E. Superintendent Report
- F. Board Member Reports
- G. Board Meeting Model During COVID-19 (Increase the capacity for partnership with community)
Abigail Alt, Board Chair

IV. Business Meeting

- A. Consent Agenda (Maximize Resources for Optimal Student Learning)
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. Approve Minutes
 2. Approve Personnel Recommendations
 3. Adopt a Resolution to Accept Donations
 4. Approve, on a Second Reading Basis, Changes to Policies 412: *Expense Reimbursement for Travel*; 713: *Student Activity Accounting*; 720: *Vending Machines*; 510: *School Activities*; and 506: *Student Discipline*

In-person listening sessions will not be held until further notice due to the COVID-19 pandemic. You are encouraged to communicate your thoughts with the Board of Education by emailing boardofeducation@isd191.org.

B. New Business

1. Approve Seasonal, Casual, and Temporary Employee Rates for 2020-21 (Maximize resources for optimal student learning)
Stacey Sovine, Executive Director of Human Resources
2. Approve the Memorandum of Understanding between Independent School District 191 and the Burnsville Education Association (Maximize resources for optimal student learning)
Stacey Sovine, Executive Director of Human Resources
3. Approve Birth to 8 Joint Powers Agreement (Increase the capacity for partnership with community)
Dr. Theresa Battle, Superintendent

V. Adjourn



**Agenda III.A.
September 10, 2020**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Dave Lake, director of operations

Date: September 3, 2020

Re: Report about Summer Projects

Receive a report from Dave Lake, director of operations about Summer Projects.

191
DISTRICT



District 191 Summer Projects

Burnsville High School

- Pates Stadium turf replacement to ensure a safe playing surface

Before:



After:



Burnsville High School — Pates Stadium

- IronTurf to replace worn surface
- New goal posts
- New soccer goals
- Add illuminated flag pole
- Restripe running track
- Electrical updates



Burnsville High School

- Update Mraz Center lighting to LED
- CenterPoint Energy gas pipeline replacement



Harriet Bishop Elementary

- Bituminous reconstruction of the parking lot and cement repairs
- New dishwasher in kitchen



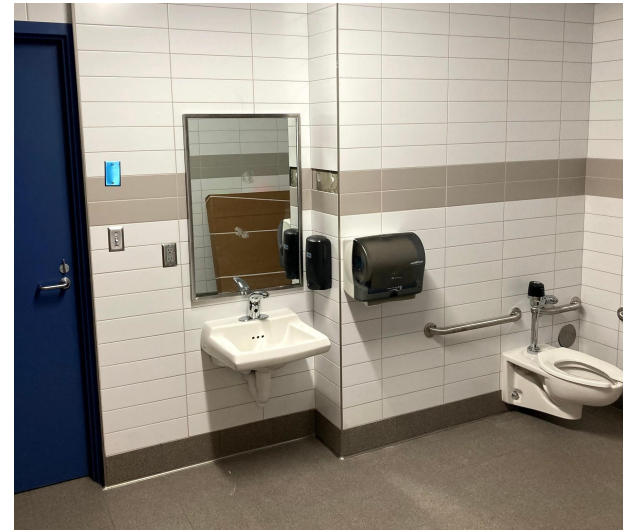
Eagle Ridge Middle School

- Carpet replacement throughout building
- New dishwasher in kitchen



William Byrne Elementary

- New addition of ADA compliant restroom to meet the needs of special education students



Nicollet Middle School

- ADA compliant restroom addition for special education students
- Drinking fountain/bottle fill station added
- Whiteboard replacements



Nicollet Middle School

- Replace hot water boiler with two high-efficiency boilers
- Replace drive on chiller/cooling system updates
- Main entry sidewalk repairs



Thank you!



**Agenda III.B.
September 10, 2020**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: September 3, 2020
Re: Report about the First Day of School

Receive a report from Dr. Theresa Battle, superintendent about the First Day of School.



Future Ready. Community Strong.

**Agenda III.C.
September 10, 2020**

To: Board of Education

From: Dr. Theresa Battle, superintendent

Date: September 3, 2020

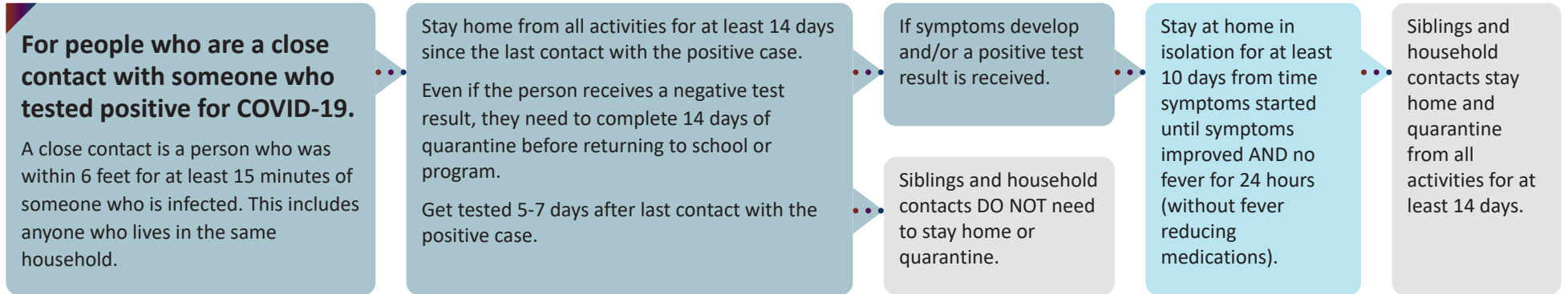
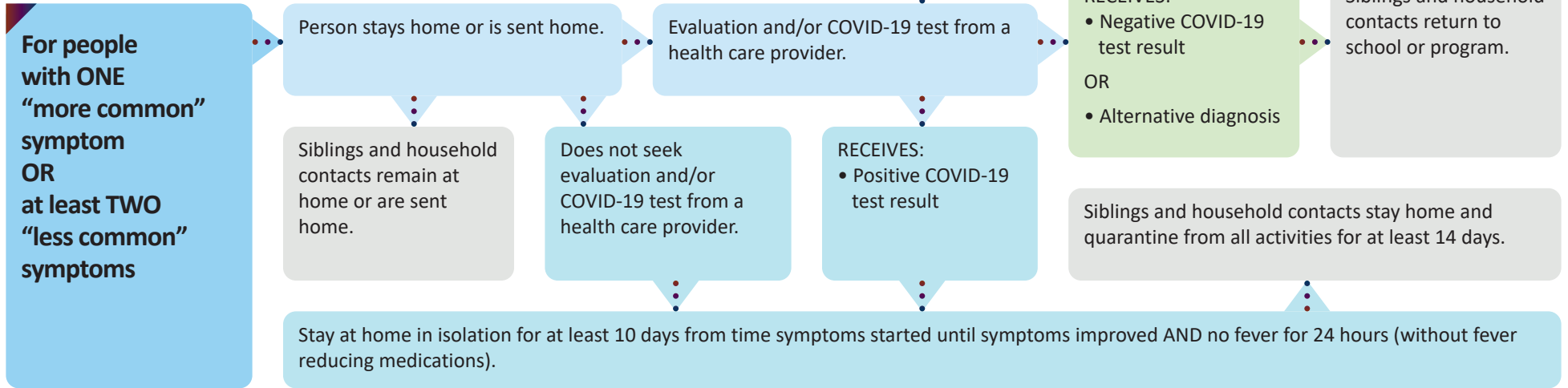
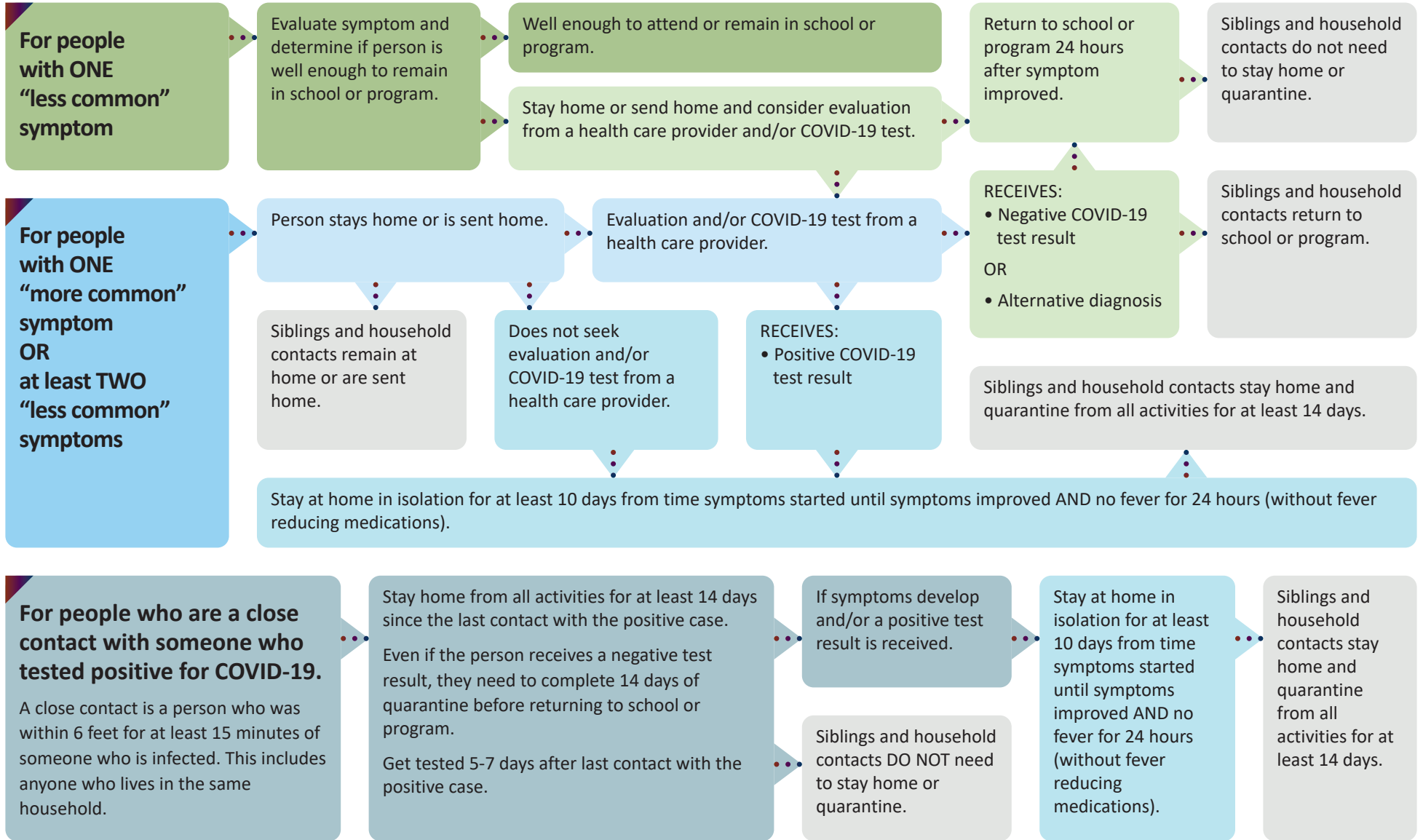
Re: Update about District 191's Efforts to Implement COVID-19 Related Educational and Public Health Guidance Issued by the MDE and the MDH, Respectively

Dr. Theresa Battle, superintendent will provide an update about District 191's efforts to implement COVID-19 related educational and public health guidance issued by the Minnesota Department of Education (MDE) and the Minnesota Department of Health (MDH), respectively.

COVID-19 Decision Tree for People in Schools, Youth, and Child Care Programs

Follow the appropriate path if a child, student, or staff person is experiencing the following symptoms consistent with COVID-19:

- **More common:** fever greater than or equal to 100.4° F, new onset and/or worsening cough, difficulty breathing, new loss of taste or smell.
- **Less common:** sore throat, nausea, vomiting, diarrhea, chills, muscle pain, excessive fatigue, new onset of severe headache, new onset of nasal congestion or runny nose.



STAY SAFE MN

Narrative for COVID-19 Decision Tree for People in Schools, Youth, and Child Care Programs

Introduction

This tool applies to children, students, or staff members who are experiencing symptoms consistent with COVID-19. Symptoms consistent with COVID-19 fall into two groups:

- **More common** symptoms are one or more of these: fever of 100.4°F or higher, new onset and/or worsening cough, difficulty breathing, and new loss of taste or smell.
- **Less common** symptoms are two or more of these: sore throat, nausea, vomiting, diarrhea, chills, muscle pain, excessive fatigue, new onset of severe headache, and new onset of nasal congestion or runny nose.

Supporting people with COVID-19 symptoms

After identifying the COVID-19 symptoms, select one of two possible paths.

First path

1. The first path is for when the person is experiencing only one symptom from the list of **less common** symptoms.
2. Next, evaluate that symptom and determine if the person is well enough to stay in the school or program.
3. If yes, attend or remain in school or program.
4. If no, they should stay home or be sent home and consider an evaluation from a health care provider or COVID-19 testing.
5. If evaluated and/or tested, follow second path numbers 3 – 7.
6. If the person is sent home, they can return to the school or program 24 hours after the symptom has improved.
7. The person's siblings or household contacts do not need to stay home or quarantine.

Second path

1. The second path is for when the person is experiencing one **more common** symptom or at least two **less common** symptoms.
2. If yes, the person stays home or is sent home, and their siblings or household contacts stay home or are sent home.
3. The person with symptoms is either seen by a health care provider for an evaluation and COVID-19 test or they do not seek a medical evaluation.
4. If the person does not seek a medical evaluation, they must stay at home in isolation for at least 10 days from the time their symptoms started until symptoms are improved and no fever for 24 hours without fever reducing medications. Siblings and household contacts must stay home and quarantine from all activities for at least 14 days starting with the day they were last in contact with the person who is experiencing COVID-19 symptoms.
5. If the person receives an alternate diagnosis to explain the symptoms, they can then return to school or the program 24 hours after symptoms have improved or as directed by a health care provider. Siblings and household members do not need to stay home or quarantine any longer once the alternate diagnosis is known.
6. If the person tests negative for COVID-19, they can return to school or the program 24 hours after symptoms have improved. Siblings and household members do not need to stay home once the negative result is known.
7. If the person tests positive for COVID-19, they must stay at home in isolation for at least 10 days from the time the symptoms started until symptoms have improved and no fever for 24 hours without fever reducing medications. Siblings and household contacts must stay home and quarantine from all activities for at least 14 days starting with the day they were last in contact with the person who is experiencing COVID-19 symptoms.

Close contact path

1. The document also provides guidance for people who are a close contact with someone who tested positive for COVID-19. A close contact is a person who was within 6 feet for at least 15 minutes of someone who is infected. This includes anyone who lives in the same household.
2. If a person is a close contact, the person must quarantine and stay home from all activities for at least 14 days since the last day of contact with the positive case. Even if the close contact receives a negative test result, they need to complete 14 days of quarantine before returning to school or program. Close contacts should seek COVID-19 testing 5-7 days after last contact with the positive case. The siblings and household members of the close contact do not need to stay home or quarantine.
3. If a person who is a close contact develops symptoms and/or tests positive for COVID-19, the person must stay home in isolation for at least 10 days from the time their symptoms started until symptoms are improved and no fever for 24 hours without fever reducing medications. Siblings and household contacts also must stay home and quarantine from all activities for at least 14 days.

Additional details about this tool

This decision tree supports these guidance documents:

- [2020-2021 Planning Guide for Schools \(PDF\)](http://www.health.state.mn.us/diseases/coronavirus/schools/k12planguide.pdf)
(www.health.state.mn.us/diseases/coronavirus/schools/k12planguide.pdf).
- [COVID-19 Prevention Guidance for Youth and Student Programs \(PDF\)](http://www.health.state.mn.us/diseases/coronavirus/schools/socialdistance.pdf)
(www.health.state.mn.us/diseases/coronavirus/schools/socialdistance.pdf).
- [COVID-19 Prevention Guidance for Overnight Camps \(PDF\)](http://www.health.state.mn.us/diseases/coronavirus/schools/overnightcamp.pdf)
(www.health.state.mn.us/diseases/coronavirus/schools/overnightcamp.pdf).

Symptoms

- The symptoms listed are those most often identified among people who test positive for COVID-19. **More common** symptoms are seen more frequently among people who are confirmed to have COVID-19 and may be the only symptoms a person develops. **Less common** symptoms have been identified and associated with people who are confirmed to have COVID-19, but are less specific to COVID-19. Less common symptoms may appear along or with another less common symptom.
- A fever of 100.4°F or higher is the threshold that needs to be met for a person to stay home or be sent home for COVID-19. A fever lower than 100.4°F, or a low-grade fever, may still require the child, student, or staff member to stay home or be sent home. Programs may follow pre-COVID-19 protocols for return for low-grade fevers. Schools and child care programs should follow their established policy or procedure or reference the [Infectious Diseases in Childcare Settings and Schools Manual \(https://www.hennepin.us/daycaremanual\)](https://www.hennepin.us/daycaremanual).
- New onset means that the symptom is not something that is experienced on a regular basis or is associated with a pre-existing condition. Pre-existing conditions are a sickness or physical disorder for which someone was treated, received medical advice, or had taken medication within 12 months before the onset of illness.
- MDH will continue to evaluate data related to COVID-19 symptoms and will update this document as needed.

Evaluation by a health care provider

- Evaluation by a health care provider is a recommendation, not a requirement. Medical evaluation and/or testing for COVID-19 may be considered for ANY of the symptoms listed, depending on suspicion of illness from a health care provider and availability of testing. When there are high levels of community transmission or multiple unlinked cases in the school or child care center, testing is strongly encouraged. Evaluation may include in-person, phone triage or telehealth, emergency department, clinic, and/or urgent care. An evaluation can help to identify the need for COVID-19 testing or if there is another reason/diagnosis to explain new symptoms.
- **For schools only:** When there are high levels of community transmission or multiple unlinked cases in the school, exclusion with evaluation and testing is strongly encouraged even if a person is experiencing only one less common symptom. For these purposes, high levels of community

transmission may be defined as greater than 10 cases per 10,000. Schools can use the [Data for K-12 Schools: 14-day COVID-19 Case Rate by County \(PDF\)](#) (www.health.state.mn.us/diseases/coronavirus/stats/wschooll.pdf) and can consult with their Regional Team or local public health office to help guide this recommendation.

- Alternative diagnosis means an established medical diagnosis obtained through evaluation by a health care provider and/or diagnostic test (e.g., strep, influenza, Respiratory Syncytial Virus (RSV)). School districts, schools, child care programs, youth programs, etc., may require written documentation (e.g., after-visit summary, note) for a child, student or staff member to return to a school or a program.

COVID-19 testing

- Polymerase chain reaction (PCR) is a viral test that checks a sample from a person's respiratory system by swabbing inside the nose (nasopharyngeal) or throat (oropharyngeal) to determine if a person **currently** has an infection with SARS-CoV-2, the virus that causes COVID-19. Results can take several days.
- Antigen tests are immunoassays that detect the presence of a specific viral antigen, which implies current viral infection. Antigen tests are currently authorized to be performed on nasopharyngeal or nasal swab specimens placed directly into the assay's extraction buffer or reagent and results can be returned in 15 minutes.

NOTE: Antibody tests check blood samples by looking for antibodies, which can show if a person had a **past** infection with the virus that causes COVID-19. They are not used to diagnose COVID-19.



Minnesota Department of Health | health.mn.gov | 651-201-5000
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Contact health.communications@state.mn.us to request an alternate format.

08/31/2020

DAILY HOME SCREENING FOR STUDENTS

21

Family and school partnership is critical in maintaining a healthy and safe school environment for all students and staff. Screening and monitoring for illness needs to start at home. Each student household is asked to assess their child each morning prior to coming to school.

SECTION 1: SYMPTOMS

- New cough or difficulty breathing
- Sore throat
- Fever of 100.0 Fahrenheit or greater
- Headache
- Muscle Pain
- Chills
- Loss of in taste or smell
- Diarrhea, vomiting or nausea
- Fatigue
- Congestion

SECTION 2: POTENTIAL EXPOSURE

- Had close contact with a person confirmed with COVID-19

Parents/guardians sending students to school are attesting that their student:

- Is not experiencing COVID-19 symptoms
- Has not been exposed to someone positive for COVID-19.
- Has home transportation available in the event of illness during the school day.

Board Meeting Date: September 10, 2020

COVID-19 Board Report

PURPOSE: Provide an Update about District 191's efforts to implement COVID-19 related educational and public health guidance issued by the MDE and the MDH, respectively (Maximize resources for optimal student learning).

Tonight. I will share information related to the four primary areas of our planning: Health & Safety, Academics, Student and Family Support, Operations and Staff Professional Development.

At the end of my remarks, Bernie Bien, Licensed Practical nurse will share information regarding an updated MDH Decision Tree for notification for suspected and confirmed cases of coronavirus and a home screening tool for parents/guardians. For both tools the Goal is to reduce the risk of COVID-19 Transmission

- The Decision Tree tool applies to children, students, or staff members who are experiencing symptoms consistent with COVID-19. Symptoms consistent with COVID-19 fall into two groups:

Health and Safety (MDH):

County Updates: From 8/9-8/22 Dakota 22.3 and Scott is 19.5 that puts Dakota with the most confirmed cases, so their data is the one to consider in the decision to change learning models. Previously, we have been using Scott County. It still puts us in the hybrid learning model. Today's data: Dakota County 23.86 and Scott County 18.55

Previous County numbers have been corrected to reflect numbers from a lab that were not previously reported.

Learning Model Parameters

Number of cases per 10,000 over 14 days, by county of residence	Learning Model
0-9	In-person learning for all students
10-19	In-person learning for elementary students; hybrid learning for secondary students
20-29	Hybrid learning for all students
30-49	Hybrid learning for elementary students; distance learning for secondary students
50+	Distance learning for all students

Updated Decision Tree

<https://www.health.state.mn.us/diseases/coronavirus/schools/exguide.pdf>

Screening tool

Student [Home Screening](#) Draft for Students

Academic Guidance School Planning (MDE):

- Benchmarking assessment plan for in-person and online administration is in place - data to be used to inform instruction and identify learning loss. FastBridge K-8 and grades 9-10 ACT Aspire used to indicate readiness to meet college entrance levels.
- Extension to carry over the prior year's Federal Title VI funds (\$4,000) for American Indian Education due to COVID-19.
- Additional classrooms for the elementary hybrid model required some additional curriculum materials approx \$75,000. Making Meaning, Being a Reader, Being a Writer, and Calendar Math.

Student and Family Support:

- Student Chromebook pick up for K-12 took place on Wednesday, Sept 2. Staff at each site greeted and welcomed hundreds of students.
- Virtual "Open House" events took place on Sept 8 and 9 for parents to meet teachers and

Activities:

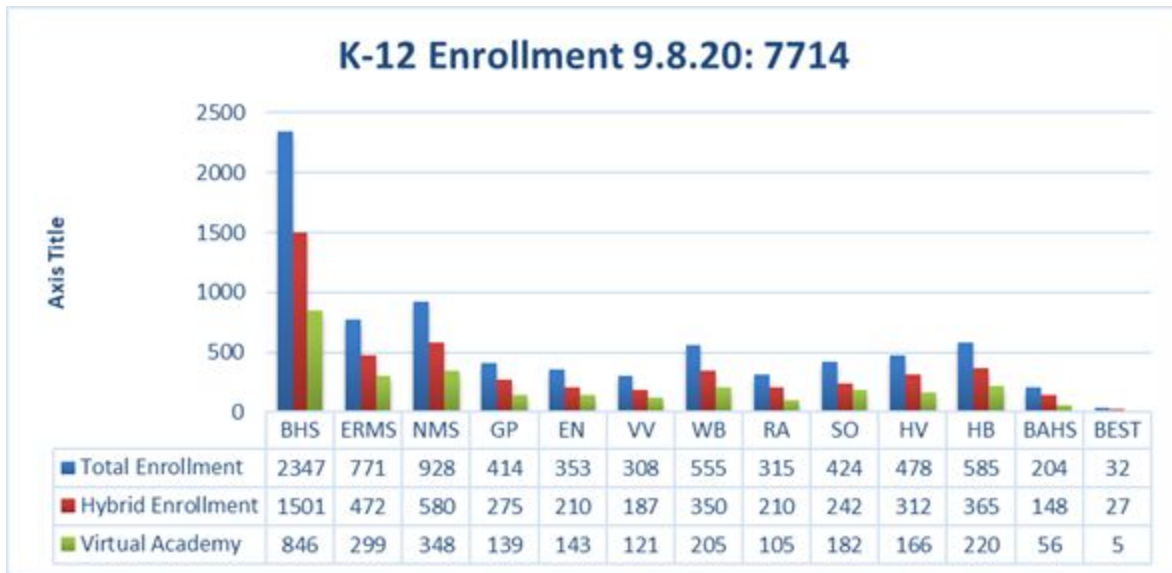
Short season for South Suburban conference Tennis Girls, Cross Country Boys and Girls, Soccer Boys and Girls, Swimming/Diving Girls. End of August until 2nd week of October. No other updates this week.

Operations

Personal Protective Equipment (PPE): Delivered to sites and are being distributed.

Enrollment:As of 9/8 K-12 is 7714. Virtual Academy = 2835. ECSE 3-5: 67 in-school 66 distance learning (VA); B-3: 73 (all distance learning)

VPK is 247 with 103 enrolled in Virtual Academy.



Food Service Plans:

On August 31, the USDA Extended Free Meals for Kids through December 31, 2020. Summer meal programs can continue operation as funding allows. We will follow the Summer Food Service Program regulations, so all meals will be FREE at this time.

In-person students will receive free meals while in school.

Distance learner meals will be available for free at the distribution sites (ERMS, NMS and RA), with distribution on Wed, 9/16 from 11 am -1:30 pm. The exception to this and 1st distribution day will be Thu 9/10 (same places, same times). Meals at these 3 sites on distribution days, will be free for any child age 1-18 and no ID card or other ID is needed.

Free meals are only available through Dec 31, 2020 or until the funding is exhausted.

Families are encouraged to complete the Educational Benefits Application for the school year for their own benefit as well as for future funding for our school district.

Saliva Test information has been shared with employees as offered by the state to MN school personnel. A note to the fact that each test will be submitted through the employee's insurance for the state to be reimbursed. These will be claims against our self-insured plan for our covered employees. We requested 100 more codes for tests.

Chromebook Distribution began on Wednesday 2nd and is continuing as we work to ensure every student receives a device for learning. While the majority of our handouts have been going smoothly, we have also been working through some issues that stem from our spring turn in. These issues mostly impacted Eagle Ridge Middle School and in turn, caused our handout to be less than ideal. We have been working to contact parents who were impacted so we can ensure all students have the resources needed.

Staff and Educator Support and Professional Learning:

Workshop Week Professional Development Schedule:

- focused sessions for all staff on Health & Safety and acknowledging this summer's protests for racial justice and being anti-racist
- offered learning sessions on technology tools, Virtual Academy & Distance Learning, social-emotional learning, and building relationships & connections

Amendment to staggered start for 9th grade students.

For BHS 9th graders, first week will include only one day of in-person learning

In order to ensure safety routines are practiced and in place, ninth-grade Burnsville High School students participating in the hybrid model will only attend one day of in-person learning during the week of Sept. 14.

Cohort A 9th graders will attend in-person on Tuesday, Sept. 15.

Cohort B 9th graders will attend in-person on Thursday, Sept. 17.

All other days, students will participate in distance learning.

This change does not affect Virtual Academy students or any students in grades 10-12. They will continue with distance learning throughout the week.

Burnsville High School will continue with Safe Return to School plan after that, with 12th graders joining 9th graders for the hybrid model starting Sept. 21, and all grades starting hybrid on Sept. 28. Now, I turn it over to Bernie Bien who will share information about MDH's updated Decision Tree and the home screening tool.



**Agenda III.D.
September 10, 2020**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Milkoomie Addisu, student representative to the school board

Date: September 3, 2020

Re: Student Representative Report

Receive a report from Milkoomie Addisu, student representative.



**Agenda III.E.
September 10, 2020**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: September 9, 2020
Re: Superintendent Report

Receive a report from Dr. Theresa Battle, superintendent.



**Agenda III.F.
September 10, 2020**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Abigail Alt, chair

Date: September 3, 2020

Re: Board Member Reports

Receive reports from board members.



**Agenda III.G.
September 10, 2020**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Abigail Alt, chair

Date: September 4, 2020

Re: Board Meeting Model During COVID-19

School Board Minutes
 INDEPENDENT SCHOOL DISTRICT 191
 August 27, 2020

The meeting of the Board of Education was called to order by Chair Alt at 6:30 p.m. The meeting took place via electronic means pursuant to Minnesota Statute 13.D.021.

Call to Order

Members present: Chester, Hume, Miller, Schatz, Currier and Chair Alt. Holweger was absent. Others in attendance were Superintendent Battle, administrators, and staff.

Attendance

Alt welcomed the audience of viewers and asked Schatz to lead the Pledge of Allegiance.

Pledge of Allegiance

A point of order was given by Miller about the meeting not being livestreamed on YouTube. The meeting was delayed for ten minutes while the technological issued was resolved.

Point of Order

Moved by Schatz, seconded by Hume, to approve the agenda. A roll call vote was taken and the motion carried unanimously (6,0 with Alt, Chester, Currier, Hume, Miller and Schatz voting in favor and none voting against).

Agenda

Received committee reports from Chester on behalf of the Policy Review Committee, Miller and Battle on behalf of the Legislative Committee and Currier reported about AMSD and ISD 917.

Committee Reports

Received a report from Dr. Theresa Battle, superintendent about the Birth-8 Joint Powers Agreement.

B25 Report

Received an update from Dr. Theresa Battle about District 191's efforts to implement COVID-19 related educational and public health guidance issued by the Minnesota Department of Education (MDE) and the Minnesota Department of Health (MDH), respectively.

COVID-19

Received an update from Chair Alt about the Board Meeting Model during COVID-19.

Moved by Currier, seconded by Miller, to approve the consent agenda:
 -Approve minutes of the regular board meeting on August 13, 2020.
 -Approve personnel recommendations for Amber Bunnell, Christopher Palmer, Julia Ulrich, Kristen Wagner, Samantha Downey, Cherise Barnes, Sandra Holman, Anne Sands, Caroline Hendrickson, Cheri Ethen, Jenna Gomer-Weyh, Jenna Sieben, Karen Chamerlik, Lynn Baggot, Suzanne Hayden, Tracey Farrell, Leslie Howart, Angel De Leon, Barbara Cenci, Derek Tano, Kathryn Linder, Priscila Eild, Lindsey Fairchild, Jacquelyn Felt, Linda Hilchey, Saadia Omar, Eli Walls, Kay Sponsel, Courney Kruse, and Dylan Willett.

Consent Agenda
 Minutes
 Personnel

- Adopt a resolution to approve and accept donations as presented.
 - Approve May payroll checks in the net amount of \$3,997,624.54. May claims to date, wire transfers and adjustments totaling \$7,338,114.12. Accept May receipts of \$27,393,902.59 and investments for the General Fund & 2015A School Building Bonds and OPEB of \$64,437,114.79 as of May 31, 2020.
 - Approve June payroll checks in the net amount of \$5,471,893.63. June claims to date, wire transfers and adjustments totaling \$6,992,711.94. Accept June receipts of \$8,884,530.14 and investments for the General Fund & 2015A School Building Bonds and OPEB of \$131,165,790.21 as of June 30, 2020.
 - Accept the Budget Analysis for the month ending May 31, 2020.
 - Accept the Budget Analysis for the month ending June 30, 2020.
 - Approve non-substantive changes to Policy 105: *Equity, Access, and Excellence in Education*.
 - Approve no changes to Policy 721: *Uniform Grant Guidance Policy Regarding Federal Revenue Sources*.
- A roll call vote was taken and the motion carried unanimously (6,0 with Chester, Currier, Hume, Miller, Schatz and Alt voting in favor and none voting against).

Donations
Checks, Claims,
Receipts and
Investments

Budget Analysis

Policy 105

Policy 721

A point of order was given by Alt about the removal of the ice rink contract that had been postponed at the previous board meeting.

Bond Sale

Moved by Schatz, seconded by Miller, to adopt the resolution providing for the sale of General Obligation Alternative Facilities Refunding Bonds, Series 2020A; and covenanting and obligating the district to be bound by and to use the provisions of Minnesota Statutes, section 126C.55 to guarantee the payment of the principal and interest on these bonds.

BE IT RESOLVED by the School Board of Independent School District No. 191 (Burnsville-Eagan-Savage), Minnesota, as follows:

1. Bond Authorization. The School Board has determined that it is necessary and expedient to issue \$11,565,000 General Obligation Alternative Facilities Refunding Bonds, Series 2020A.
2. Sale. The District has retained Ehlers & Associates, Inc. (Ehlers) in Roseville, Minnesota, as its independent municipal advisor for the Bonds. Ehlers is authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9). If the issuance of the Bonds is approved, the School Board shall meet at the time and place specified in the Official Statement to receive and consider proposals for the purchase of the Bonds.
3. Official Statement; Negotiation of Sale. Ehlers is authorized to prepare and distribute an Official Statement and to open, read and tabulate the proposals for presentation to the Board.

4. Minnesota School District Credit Enhancement Program. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

A roll call vote was taken and the motion carried unanimously (6,0 with Currier, Hume, Miller, Schatz, Alt, and Chester voting in favor and none voting against).

Moved by Hume, seconded by Currier, to approve the 2020-21 Burnsville High School Athletic and Activity Handbook.

A roll call vote was taken and the motion carried unanimously after discussion (6,0 with Hume, Miller, Schatz, Alt, Chester, and Currier voting in favor and none voting against).

Moved by Chester, seconded by Hume, to approve, on a first reading basis, changes to Policies 412: *Expense Reimbursement for Travel*; 713: *Student Activity Accounting*; and 720: *Vending Machines*. A roll call vote was taken and the motion carried unanimously after discussion (6,0 with Miller, Schatz, Alt, Chester, Currier and Hume voting in favor and none voting against).

Athletic and
Activity Handbook

Moved by Currier, seconded by Schatz, to approve, on a first reading basis, changes to Policies 510: *School Activities*; and 506: *Student Discipline*. A roll call vote was taken and the motion carried unanimously (6,0 with

Policies 412, 713
and 720

Schatz, Alt, Chester, Currier, Hume and Miller voting in favor and none voting against).

The meeting adjourned at 7:48 p.m.

DeeDee Currier, clerk

September 10, 2020

Date Approved

Policies 510 and 506

Adjourn

DRAFT

September 10th, 2020

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

TO: Members, Board of Education
Dr. Theresa Battle, Superintendent

FROM: Stacey Sovine, Executive Director of Human Resources

DATE: September 10th, 2020
RE: Recommended Personnel Changes

CLASSIFICATION	ACTION	POSITION CONTROL	NAME	FINAL	LOCATION	POSITION	EFFECTIVE DATE
Certified	Appointment		Amethyst Stegbauer		WM. Byrne Elementary School	Teacher	8/24/2020
Certified	Appointment		Ashly Mickelson		Vista View Elementary School	Long Term Substitute Teacher	09/08/2020-12/04/2020
Certified	Appointment		Bradley Hise		Harriet Bishop Elementary	Licensed School Nurse	9/8/2020
Certified	Appointment		Cassie Schwingle		Rahn Elementary School	Teacher	9/9/2020
Certified	Appointment		Erica Bugenhagen		Edward Neill Elementary	Teacher	8/24/2020
Certified	Appointment		Gina Taack		WM. Byrne Elementary School	Teacher	8/31/2020
Certified	Appointment		Heather Schwalbe		Harriet Bishop Elementary	Teacher	9/9/2020
Certified	Appointment		Holly Bueno		Sky Oaks Elementary School	Long Term Substitute Teacher	8/31/2020-11/30/2020
Certified	Appointment		Jessica Scott		District-wide	Teacher	9/8/2020
Certified	Appointment		Jocelyn Craig		Hidden Valley Elementary	Teacher	9/8/2020
Certified	Appointment		Jodie Classen		Harriet Bishop Elementary	Teacher	8/24/2020
Certified	Appointment		Kathryn Nelson		Gideon Pond Elementary	Teacher	9/9/2020
Certified	Appointment		Linda Hey		Gideon Pond Elementary	Long Term Substitute Teacher	08/31/2020-01/28/2021
Certified	Appointment		Michael Roiger		Rahn Elementary School	Teacher	9/8/2020
Certified	Appointment		Mikayla Davis		Hidden Valley Elementary	Long Term Substitute Teacher	09/08/2020-11/30/2020
Certified	Appointment		Ross Radtke		Burnsville High School	Teacher	9/3/2020
Certified	Appointment		Roxanna Brace		Gideon Pond Elementary	Teacher	8/31/2020
Certified	Change of Assignment		Lisa Engebretson		Community Education	Community Education Coordinator I	8/31/2020
Certified	Change of Assignment		Michelle Lindell		Sky Oaks Elementary School	Teacher	8/31/2020
Certified	Change of Assignment		Nicole Harves		Vista View Elementary School	Teacher	8/31/2020
Certified	Leave of Absence		Ashley Johnson		WM. Byrne Elementary School	Teacher	10/14/2020-11/10/2020
Certified	Resignation		Jenna Gomer-Weyh		Burnsville High School	Teacher	8/17/2020
Certified	Resignation		Jessica Perry		Harriet Bishop Elementary	Teacher	6/30/2020
Classified	Appointment		Madelyn Denhartog		WM. Byrne Elementary School	Educational Assistant Level IV	9/10/2020
Classified	Appointment		Marlene Busing		Rahn Elementary School	Educational Assistant Level IV	9/10/2020
Classified	Appointment		Maryam Ali		District-wide	Cultural Liaison	9/9/2020
Classified	Appointment		Maryann Mendez		Eagle Ridge Middle School	Clerical Level III	9/8/2020
Classified	Change of Assignment		Hamza Hassan		Sky Oaks Elementary School	Educational Assistant Level IV	9/1/2020
Classified	Probationary Release		Cheri Engum		WM. Byrne Elementary School	Food Service Associate	8/31/2020
Classified	Resignation		Abigail Vanyo		Community Education	Community Education Supervisor	8/28/2020
Classified	Resignation		Elaine Johnson		Hidden Valley Elementary	Educational Assistant Level II	9/3/2020
Classified	Resignation		Hamdi Hussein		ECSE Center	Educational Assistant Level IV	9/8/2020
Classified	Resignation		Heather Schwalbe		Harriet Bishop Elementary	Community Education Supervisor	8/31/2020
Classified	Resignation		Lori Skahen		Sioux Trail Elementary School	Educational Assistant Level III	8/31/2020
Classified	Resignation		Patcharee Spohn		Hidden Valley Elementary	Educational Assistant Level IV	8/31/2020
Classified	Resignation		Robyn Sackett		District-wide	AVID Tutor	6/5/2020
Classified	Resignation		Sarah Stusse		Sioux Trail Elementary School	Educational Assistant Level IV	8/31/2020
Classified	Resignation		Tamera Mayerhofer		Nicollet Middle School	Food Service Associate	9/4/2020
Classified	Resignation		Taylor Quam		Eagle Ridge Middle School	Food Service Associate	9/3/2020
Classified	Resignation		Yevgeniya Lloyd		Sky Oaks Elementary School	Educational Assistant Level II	8/27/2020
Co-Curricular/Coach	Appointment		Derek Tano		Burnsville High School	Head Coach- Debate	11/30/2020
Co-Curricular/Coach	Resignation		Rebecca Akerson		Burnsville High School	PROUD Advisor	5/15/2020



**Agenda IV.A.3.
September 10, 2020**

To: Members, Board of Education
Dr. Theresa Battle, superintendent

From: Lisa K. Rider, executive director of business services

Date: September 4, 2020

RECOMMENDATION: To adopt a resolution to approve and accept donations as presented.

RESOLUTION TO ACCEPT DONATIONS

WHEREAS,

1. School Board Policy 706 establishes guidelines for the acceptance of gifts to the District; and
2. Minnesota Statute 123B.02, Subd. 6 states the School Board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated; and
3. Minnesota Statute 465.03 states the School Board may accept a grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members; and
4. Businesses and individuals have submitted donations to the district;

THEREFORE, BE IT RESOLVED by the School Board of ISD 191 to approve and accept with appreciation the donations as presented below and to permit their use as designated by the donors.

Moved by:

Seconded by:

Members in favor of the motion:

Members opposed:

Whereupon said Resolution was declared duly passed and adopted on September 10, 2020

Date	Donor	Recipient	Terms	Donation
8/20/2020	CenterPoint Energy	Foundation 191	Funding to support food costs for BrainPower in a Backpack	\$2,500.00
8/21/2020	Lisa Raley	Eagle Ridge Middle School	School supplies for students in memory of her late son Brett Raley	In-Kind (goods or services)
8/26/2020	Berean Baptist Church, Kay Larson	District 191	To support elementary learners with school supplies at home and at school	In-Kind (goods or services)
8/26/2020	Love, Tito's - Tito's Handmade Vodka	Districtwide	Hand Sanitizer	In-Kind (goods or services)

Total monetary donation received: \$2,500.00

**Agenda IV.A.4.
September 10, 2020**

To: Board of Education
Dr. Theresa Battle, superintendent

From: Lisa Rider, executive director of business services, and Brian Gersich, assistant superintendent

Date: September 3, 2020

Re: Changes to Policies 412: *Expense Reimbursement for Travel*; 713: *Student Activity Accounting*; 720: *Vending Machines*; 510: *School Activities*; and 506: *Student Discipline*

Recommendation: that the Board of Education approves, on a second reading basis, changes to Policies 412: *Expense Reimbursement for Travel*; 713: *Student Activity Accounting*; 720: *Vending Machines*; 510: *School Activities*; and 506: *Student Discipline*.

The Policy Review Committee reviewed the policies on August 11, 2020. The first reading was approved on August 27, 2020.

Summary of changes:

- 412 – The Finance Department is proposing changes to how expenses are reimbursed.
- 713 – Student activity accounts must be under board control (MSBA). The committee added a cross reference to the “Burnsville-Eagan-Savage Student Handbook.”
- 720 – Updated sealed bid statutory requirement (MSBA).
- 510 – Adds language reflecting 2019 legislative action regarding student activity accounts and deletes outdated references (MSBA). The committee added a cross reference to Policy 511.
- 506 – “Criminal activity” was removed from the policy due to redundancy, language about personal electronic devices was added to the policy to align with the student handbook, and the building principal must approve a student’s removal from class which exceeds one day.

Adopted: 3/91
Reviewed: 8/27/2020
Revised: 9/10/2020
Rescinds: DLCA

Burnsville-Eagan-Savage School District Policy 412

412 EXPENSE REIMBURSEMENT

I. PURPOSE

The purpose of this policy is to control school district business expenses by identifying those expenses that involve initial payment by an employee and qualify for reimbursement from the school district, and to specify the manner by which the school board member, employee, or board appointed agent seeks reimbursement.

II. SCOPE

This policy applies to all school board members, employees, and board appointed agents.

III. DEFINITIONS

“Authorizing Administrator,” means the individual with the authority and accountability for the budget which is funding and approving the expense.

IV. AUTHORIZATION

All school district business expenses to be reimbursed must be approved by the-authorizing administrator. Such expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district business-related expenses.

V. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Detailed itemized receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Personal automobile travel shall be reimbursed at the standard mileage rates set by the Internal Revenue Service. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

VI. AIRLINE TRAVEL CREDIT

- A. Employees utilizing school district funds to pay for airline travel must be charged on the district provided purchase card. Any credits or other benefits issued by any airline must be accrued to the benefit of the school district rather than the employee.

1. To the extent an airline will not honor a transfer or assignment of credit or benefit from the employee to the school district, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.
 2. Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit received. Reimbursement for airline travel expenses will not be made until such documentation is provided.
- B. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school district purposes will be required to utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.
- C. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

VII. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 15.435 (Airline Travel Credit)
 Minn. Stat. § 471.665 (Mileage Allowances)
 Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
 Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)
 Minn. Op. Atty. Gen. 161B-12 (Jan. 24, 1989) (Operating Expenses of Car)

Cross References: Burnsville-Eagan-Savage Policy 214 (Out-of-State Travel by School Board Members).

Adopted: 4/14/2016
 Reviewed: 8/27/2020
 Revised: 9/10/2020
 Rescinds:

Burnsville-Eagan-Savage School District Policy 713

713 STUDENT ACTIVITY ACCOUNTING

I. PURPOSE

The school board recognizes the need to provide alternative paths to learning, skill development for its students, and activities for student enjoyment. It also understands its commitment to and obligation for assuring maximum accountability for public funds and student activity funds. For these reasons, the school board will assume control over and/or oversee funds for student activities as set forth in this policy.

II. GENERAL STATEMENT OF POLICY

A. Curricular and Cocurricular Activities

The school board shall take charge of, control over, and account for all student activity funds that relate to curricular and cocurricular activities.

B. Extracurricular Activities

The school board shall take charge of, control over, and account for all student activity accounting that relates to extracurricular activities.

C. Non-Student Activities

In overseeing student activity accounts under this policy, the school board shall not maintain or account for funds generated by non-students including, but not limited to, convenience funds of staff members, booster club funds, parent-teacher organization or association funds, or funds donated to the school district for specified purposes other than student activities.

III. DEFINITIONS

A. Cocurricular Activity

A “cocurricular activity” means those portions of the school-sponsored and directed activities designed to provide opportunities for students to participate in such experiences on an individual basis or in groups, at school and at public events, for improvement of skills (i.e., interscholastic sports, band, etc.). Cocurricular activities are not offered for school credit, cannot be counted toward graduation, and have *one or more* of the following characteristics:

1. They are conducted at regular and uniform times during school hours, or at times established by school authorities;
2. They are directed or supervised by instructional staff in a learning environment similar to that found in courses offered for credit; and
3. They are partially, primarily, or totally funded by public moneys for general instructional purposes under direction and control of the school board.

B. Curricular Activity

A “curricular activity” means those portions of the school program for which credit is granted, whether the activity is part of a required or elective program.

C. Extracurricular (Noncurricular/Supplementary) Activity

An “extracurricular (noncurricular/supplementary) activity” means all direct and personal services for students for their enjoyment that are managed and operated under the guidance of an adult or staff member. Extracurricular activities have *all* of the following characteristics:

1. They are not offered for school credit nor required for graduation;
2. They generally are conducted outside school hours or, if partly during school hours, at times agreed by the participants and approved by school authorities;
3. The content of the activities is determined primarily by the student participants under the guidance of a staff member or other adult.

D. Public Purpose Expenditure

A “public purpose expenditure” is one which benefits the community as a whole, is directly related to the functions of the school district, and does not have as its primary objective the benefit of private interest.

IV. **MANAGEMENT AND CONTROL OF ACTIVITY FUNDS**

A. Curricular and Cocurricular Activities

1. All money received on account of cocurricular activities shall be turned over to the appropriate school personnel, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.

2. The appropriate school personnel shall account for all revenues and expenditures related to curricular and cocurricular activities in accordance with the Uniform Financial Accounting and Reporting Standards (UFARS) and school district policies and procedures.

B. Extracurricular Activities

1. Any and all costs of extracurricular activities under board control may be provided from school revenues.
2. All money received or expended for extracurricular activities shall be recorded in the same manner as other revenues and expenditures of the school district and shall be turned over to the appropriate school personnel, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.
3. The appropriate school personnel shall account for all revenues and expenditures related to extracurricular activities in accordance with UFARS and school district policies and procedures.
4. All student activity funds will be collected and expended:
 - a. in compliance with school district policies and procedures;
 - b. under the general direction of the principal and with the participation of students and faculty members who are responsible for generating the revenue;
 - c. in a manner which does not produce a deficit or an unreasonably large accumulation of money to a particular student activity fund;
 - d. for activities which directly benefit the majority of those students making the contributions in the year the contributions were made whenever possible; and
 - e. in a manner which meets a public purpose.
5. Activity accounts of a graduated class will be terminated prior to the start of the school year following graduation. Any residual money from a graduating class activity fund will remain in the general fund and may be used for any school district purpose. Prior to depositing such accounts, all donations or gifts accepted for the specific purpose of the student activity account shall be

administered in accordance with the terms of the gift or donation and school district policy.

V. DEMONSTRATION OF ACCOUNTABILITY

A. Annual External Audit

The school board shall direct its independent certified public accountants to audit, examine, and report upon student activity accounts as part of its annual school district audit in accordance with state law.

B. Fundraiser Report

The administration will prepare a fundraising report semi-annually which will be reviewed by the school board in May and November. The report will list the activity, type of fundraisers, timing, purpose, and results.

[Note: The school board should conduct periodic reviews of student fundraising. The manner in which such reviews are conducted is in the discretion of the school board.]

Legal References: Minn. Stat. § 123B.02, Subd. 6 (General Powers of Independent School Districts)
 Minn. Stat. § 123B.09 (Boards of Independent School Districts)
 Minn. Stat. § 123B.15, Subd. 7 (Officers of Independent School Districts)
 Minn. Stat. § 123B.35 (General Policy)
 Minn. Stat. § 123B.36 (Authorized Fees)
 Minn. Stat. § 123B.37 (Prohibited Fees)
 Minn. Stat. § 123B.38 (Hearing)
 Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)
 Minn. Stat. § 123B.52 (Contracts)
 Minn. Stat. § 123B.76 (Expenditures; Reporting)
 Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)
 Minn. Rules Part 3500.1050 (Definitions for Pupil Fees)
Visina v. Freeman, 252 Minn. 177, 89 N.W.2d 635 (1958)
 Minn. Op. Atty. Gen. 159a-16 (May 10, 1966)

Cross References: Uniform Financial Accounting and Reporting Standards (UFARS)
 Burnsville-Eagan-Savage School District Policy 510 (Student Activities)
 Burnsville-Eagan-Savage School District Policy 511 (Student Fundraising)
 Burnsville-Eagan-Savage School District Policy 701 (Establishment and Adoption of School District Budget)
 Burnsville-Eagan-Savage School District Policy 701.1 (Modification of School District Budget)
 Burnsville-Eagan-Savage School District Policy 702 (Accounting)
 Burnsville-Eagan-Savage School District Policy 703 (Annual Audit)

Burnsville-Eagan-Savage School District Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)

Burnsville-Eagan-Savage School District Policy 706 (Acceptance of Gifts)

Burnsville-Eagan-Savage Student Activity Handbook

Adopted: 1/2005
Reviewed: 8/27/2020
Revised: 9/10/2020
Rescinds: DFF, DFFR

Burnsville-Eagan-Savage School District Policy 720

720 VENDING MACHINES

I. PURPOSE

The purpose of this policy is to establish procedures to govern vending machines, to which students have access, that are installed in school district facilities.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to contract for, supervise, maintain, and account for the proceeds from vending machines located in school facilities in a manner that is fair, that maximizes the revenues from those machines, that allows those revenues to be included in the budget of the facility in which they are generated, and that establishes controls to avoid fraud, theft, or the appearance of impropriety.

III. AUTHORIZATION

Vending machines for the dispensing of food, beverages, or other approved items are authorized in any school facility in the school district provided that all contracts for such vending machines must be approved by superintendent or designee as provided in this policy.

IV. SUPERVISION; APPROVAL; LOCATION

- A. All vending machines shall be under the supervision of the school principal or designee in charge of the facility in which the machine is located. That administrator shall be responsible to supervise the machine in compliance with this policy and any applicable laws.
- B. The items to be dispensed from a vending machine located in a school facility shall be approved by the principal or designee in charge of that facility and will follow guidelines in Policy 533. All food, beverages, or other items approved shall be appropriate to the school setting. Machines dispensing cigarettes or tobacco products are not authorized under any circumstances. In the event a written complaint is filed with the superintendent regarding the approval or disapproval of any item, the school board, after proper review, shall make the final determination.
- C. Vending machines may be approved that will dispense items only during certain hours, through the use of timers or otherwise. Vending machines should not be operated in competition with the school cafeteria or food service. The principal or

designee in charge of the school facility may regulate the hours of operation of any machine.

- D. Vending machines shall be located to meet any applicable building, fire, or life/safety codes and to provide convenience of operation, accessibility, and ease of maintenance. The principal or designee in charge of the facility shall review the location of each machine with appropriate maintenance and food service staff.

V. CONTRACT APPROVAL

- A. All contracts for the purchase or rental of vending machines shall be considered by the superintendent or designee on a facility-by-facility basis.
- B. If the estimated aggregate receipts from all vending machines located in a school facility will be \$10,000 or more in a fiscal year, the contract for any vending machine in that facility must be awarded after the receipt of sealed bids and compliance with Minn. Stat. § 123B.52.
- C. If the estimated aggregate receipts from all vending machines located in a school facility will be less than \$10,000 in a fiscal year, the contract for any vending machine in that facility may be awarded after the receipt of two or more quotations after taking into consideration conformity with the specifications, terms of delivery, other conditions imposed in the call for quotations, and compliance with Minn. Stat. § 123B.52.
- D. The contracting process shall be conducted in compliance with Minn. Stat. § 123B.52. A copy of this policy shall be included in any specifications or request for proposals or quotations. A record shall be kept of all bids or quotations received with the names, amounts, and successful bidder indicated. All bids and quotations shall be kept on file as a public record for a period of at least one year after their receipt.
- E. Any bid or quotation must specify all commissions to be paid from the machine and any other noncommission amounts to be paid as a result of the award of the contract. The noncommission amounts include, but are not limited to, cash payments, in-kind payments, equipment donations, scholarship contributions, bonus payments, or other payments or contributions of any kind or nature. The noncommission amounts shall be reduced to a cash equivalency and shall be specified on the bid or quotation as an additional amount to be paid for the award of the contract.
- F. If a contract contains a provision allowing exclusivity, such as all machines in the building carrying only a certain manufacturer's brand of pop, that provision must be reviewed by the administration prior to requesting bids or quotations to ensure that it does not conflict with other contracts of the school district.
- G. All contracts for vending machines must be approved by the superintendent or designee. Any contract not made in compliance with this policy shall be void.

Any district employee signing an unauthorized contract may be subject to personal liability thereon and may be disciplined for said action.

- H. All vending machines are to be installed at the expense of the facility in which located. All financial responsibility for the maintenance and repair of machines shall remain with the individual facility in which located to the extent not addressed in the contract.
- I. No teacher, administrator, school district employee, or school board member shall be interested, directly or indirectly, in a vending machine contract with the school district or personally benefit financially therefrom.

VI. ACCOUNTING

- A. Proceeds from vending machine sales and contracts shall be under the control of the school board, shall be accounted for in one of the regular school district funds, and must be accounted for and reported in compliance with UFARS.
- B. An amount equal to the amount of the proceeds from the machines in each facility shall be included in the budget of the facility in which the proceeds are generated. That amount may be expended in accordance with established expenditure procedures.
- C. Pursuant to the vending machine contract or otherwise, proper auditing and inventory control procedures shall be established to ensure that commissions are being correctly calculated and paid. These controls must include daily, weekly, or other periodic inventories and written reconciliations of variances between inventory and cash. Each time cash is removed from, or inventory is added to a machine, a written reconciliation between cash and inventory must be performed by the person taking the cash from the machine and must be signed by the principal or other person in charge of the facility. The original written reconciliation reports shall be filed with the business office monthly and a copy shall be retained by the principal's office.

Legal References: Minn. Stat. § 123B.20 (Dealing in Supplies)
 Minn. Stat. § 123B.52 (Contracts)
 Minn. Stat. § 471.345 (Contracts)
 Minn. Stat. § 471.87 (Conflict of Interest)

Cross References: Burnsville-Eagan-Savage School District Policy 210 (Conflict of Interest – School Board Members)
 Burnsville-Eagan-Savage School District Policy 533 (Wellness)
 Burnsville-Eagan-Savage School District Policy 702 (Accounting)

Adopted: 09/1999
Reviewed: 8/27/2020
Revised: 9/10/2020
Rescinds: IGD, IGDD, IGDH and IGDJ & IGDJ-R

Burnsville-Eagan-Savage School District Policy 510

510 SCHOOL ACTIVITIES

I. PURPOSE

The purpose of this policy is to impart to students, employees, and the community the school district's policy related to the student activity program.

II. GENERAL STATEMENT OF POLICY

School activities provide additional opportunities for students to pursue special interests that contribute to their physical, mental, social and emotional well-being. They are of secondary importance in relationship to the formal instructional program; however, they complement the instructional program in providing students with additional opportunities for growth and development.

III. GOALS

Co-curricular activities have multiple purposes. The goals listed here serve as ideals in the development of specific procedures in each activity.

- A. To provide students with opportunities to participate in varied activities as resources and facilities permit;
- B. To provide both competitive and noncompetitive programs;
- C. To develop competitive programs that maintain a balance between participation and making a winning effort;
- D. To assist in developing good character and self-discipline in participants;
- E. To teach a knowledge of one's own strengths and weaknesses and how to deal with them;
- F. To teach respect for all people;
- G. To develop an understanding and appreciation of the interpersonal skills required for team or community life;
- H. To teach individual and team skills;
- I. To teach safety and good physical and mental practices;
- J. To take advantage of the opportunities available for students with special interests, talents and abilities;
- K. To instill in students a desire for self-improvement and excellence;
- L. To encourage the highest standards of conduct and scholastic achievement among all participants;
- M. To develop integrity and leadership;
- N. To encourage modesty in victory and graciousness in defeat;
- O. To cooperate with related community programs;
- P. To cooperate with ISD 191 programs at either higher or lower grade levels.

IV. RESPONSIBILITY

- A. The school board expects all students who participate in school sponsored activities to represent the school and community in a responsible manner. All rules pertaining to student conduct and student discipline extend to school activities.
- B. The school board expects all spectators at school sponsored activities, including parents, employees, and other members of the public, to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and parents and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal or unsportsmanlike behavior at these activities or events.
- C. The superintendent or designee shall be responsible for disseminating information needed to inform students, parents, staff, and the community of the opportunities available within the school activity program and the rules of participation.
- D. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. Those employees who conduct MSHSL activities shall be responsible for familiarizing students and parents with all applicable rules, penalties, and opportunities.
- E. The school board will ensure that any funds raised for extracurricular activities will be spent only on extracurricular activities.

Legal References: Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)

Cross References: Burnsville-Eagan-Savage School District Policy 422 (Policies Incorporated by Reference)
 Burnsville-Eagan-Savage School District Policy 503 (Student Attendance)
 Burnsville-Eagan-Savage School District Policy 506 (Student Discipline)
 Burnsville-Eagan-Savage School District Policy 713 (Student Activity Accounting)
 Burnsville-Eagan-Savage School District Policy 609: (Religion)MSBA
 Burnsville-Eagan-Savage School District Policy 511 (Student Fundraising)

Adopted: 5/04
Reviewed: 8/27/2020
Revised: 9/10/2020
Rescinds: JFC

Burnsville-Eagan-Savage School District Policy 506

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that the school district's work toward its mission of providing an exemplary educational program to its students is not interrupted. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked to the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as

appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice.

They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

IV. STUDENT RIGHTS

All students have the right to an education and the right to learn.

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 - 4. Violation of the school district's Hazing Prohibition Policy;
 - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
 - 6. Violation of the school district's Student Attendance Policy;
 - 7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco- and Smoke-Free Environment Policy.
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority,

- cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
 22. Use of devices or objects to cause distractions or facilitate cheating;
 23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
 24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
 25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
 26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
 27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
 28. Possession or distribution of slanderous, libelous, or pornographic materials;
 29. Violation of the school district's Bullying Prohibition Policy;
 30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
 31. Falsification of any records, documents, notes, or signatures;
 32. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
 33. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of electronic devices or other technology to accomplish this end;

34. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
35. Violation of the school district's Harassment and Violence Policy;
36. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
37. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
38. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
39. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to damage school property;
40. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
41. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
42. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
43. Violation of the school district's one-to-one device rules and regulations;
44. Inappropriate use of personal electronic devices (cell phone, game console) Filming or recording in any manner the conduct or activities of other students or staff on district property without permission. In addition, any distribution, transmission, sharing or broadcasting of such activities/conduct on social media or elsewhere is prohibited. This prohibition does not apply to public events held on district property;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other

students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VII. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;

- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Expulsion under the Pupil Fair Dismissal Act;
- S. Exclusion under the Pupil Fair Dismissal Act; and/or
- T. Other disciplinary action as deemed appropriate by the school district.

VIII. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and governance of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as outlined in the Student/Parent Handbook. "Removal from class" and "removal" mean any actions taken by an authorized school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy. The building principal must approve a student's removal from class which exceeds one day.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

- B. Prior to removing the student from the classroom, a teacher must employ response strategies, including a restatement of expectations (warning) so that the student understands that continual disruption might lead to removal from class. When the student's behavior is extreme or unsafe, an immediate removal may be warranted.
- C. Within 24 hours of the removal, the teacher who removed the student must make a good faith effort to inform the student's parent or guardian by phone or in person that the student was removed from class. A good faith effort should include, as appropriate and/or necessary, multiple attempts to contact the parent and/or guardian using a variety of communication tools including, but not limited to phone calls, email, text messages, home visits, or other contacts. Efforts should be made to use the parent's or guardian's preferred method of communication, if known. The teacher must also submit a concise, objective written explanation of the basis for the removal, using the appropriate district approved behavior documentation system.
- D. After the teacher has removed the student from class the teacher must notify the principal or designee in the appropriate district approved behavior documentation system of:
 1. A record of teacher interventions and parent or guardian contacts,
 2. The basis for the removal,
 3. The interventions approved and other steps considered or taken to avoid the need for removal.
- E. When a teacher removes a student from class, the principal or designee shall follow up with teacher, student, and parent or guardian regarding next steps as it relates to the student code of conduct and the building student support plan.

IX. DISMISSAL

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student’s total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student’s parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian’s expense. The purpose of this meeting is to attempt to determine the pupil’s need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge

of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. Effort will be made to include parent or guardian in the administrative conference. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the

suspension, petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.

8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference.
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian

personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

XII. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

XIII. STUDENTS WITH DISABILITIES

- A. Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.
- B. Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was
 1. caused by or had a direct and substantial relationship to the child's disability and
 2. whether the child's conduct was a direct result of a failure to implement the child's IEP.
- C. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with

discipline – up to and including expulsion – as if the student did not have a disability, unless the student’s educational program provides otherwise.

- D. If the team determines that the behavior subject to discipline is a manifestation of the student’s disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.
- E. School personnel may order a change in the placement of a student with a disability for the same amount of time that a student without a disability would be subject to discipline, but not to exceed 45 school days, if a student with a disability:
1. carries or possesses a weapon; or
 2. knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance; or
 3. inflicts serious bodily harm upon another person;

while on school transportation, at school, on school premises, or at a school function.

The IEP team must include services and modifications designed to address the misbehavior which led to the placement in an interim alternative educational setting, expulsion, or exclusion, and modifications designed to address the behavior that gave rise to the 45-day placement.

- F. When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student’s disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XIV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student’s case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy through the Independent School District 191 Student/Parent Handbook or in such a manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XVI. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

- Legal References:**
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 - Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
 - Minn. Stat. § 120B.232 (Character Development Education)
 - Minn. Stat. § 121A.26 (School Preassessment Teams)
 - Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
 - Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 - Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
 - Minn. Stat. § 121A.582 (Reasonable Force)
 - Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
 - Minn. Stat. § 122A.42 (General Control of Schools)
 - Minn. Stat. § 123A.05 (Area Learning Center Organization)
 - Minn. Stat. § 124D.03 (Enrollment Options Program)
 - Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
 - Minn. Stat. Ch.125A (Students With Disabilities)
 - Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
 - Minn. Stat. § 152.23 (Medical Cannabis; Limitations)

 - Minn. Stat. Ch. 260A (Truancy)
 - Minn. Stat. Ch. 260C (Juvenile Court Act)
 - 20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
 - 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
 - 34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

- Cross References:**
- Burnsville-Eagan-Savage School District Policy 413 (Harassment and Violence)
 - Burnsville-Eagan-Savage School District Policy 417 (Chemical Use and Abuse)

Burnsville-Eagan-Savage School District Policy 419 (Tobacco Free Environment)

Burnsville-Eagan-Savage School District Policy 501 (School Weapons)

Burnsville-Eagan-Savage School District Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)

Burnsville-Eagan-Savage School District Policy 503 (Student Attendance)

Burnsville-Eagan-Savage School District Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)

Burnsville-Eagan-Savage School District Policy 514 (Bullying Prohibition Policy)

Burnsville-Eagan-Savage School District Policy 524 (Internet Acceptable Use and Safety Policy)

Burnsville-Eagan-Savage School District Policy 525 (Violence Prevention)

Burnsville-Eagan-Savage School District Policy 526 (Hazing Prohibition)

Burnsville-Eagan-Savage School District Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

Burnsville-Eagan-Savage School District Policy 610 (Field Trips)

Burnsville-Eagan-Savage School District Policy 709 (Student Transportation Safety Policy)

Burnsville-Eagan-Savage School District Policy 711 (Video Recording on School Buses)

Burnsville-Eagan-Savage School District Policy 712 (Video Surveillance Other Than on Buses)

HUMAN RESOURCES

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AGENDA ITEM: IV.B.1.

To: Members of the Board of Education
Superintendent Dr. Theresa Battle

From: Stacey Sovine
Executive Director of Human Resources

Date: September 10, 2020

RE: Seasonal, casual and temporary employee Pay Rates for the 2020-2021 School Year

Recommendation: That the Board of Education approves the following rates of pay for the 2020-2021 school year.

Discussion:

The following rates of pay and stipend amounts are both fiscally responsive and competitive with surrounding districts. Most rates have remained flat. There's a recommendation extended to the Board to approve all rates listed herein.

GENERAL	2020 / 2021	Effective:	7/1/2020
Adapted Athletic Facil.	\$ 1,937.00		
Awards Coordinator	\$ 474.00		
BHS Graduation Coordinator	\$ 1,326.00		
BHS Overload Rate current course Added 9.1.18	\$ 2,000.00	per semester plus loss prep reimbursement	
BHS Overload Rate new course Added 9.1.18	\$ 3,500.00	per semester plus loss prep reimbursement	
Burnsville Strong Advisor (Lead)	\$ 2,800.00		
Career Fair Coordinator	\$ 1,683.00		
COVID MN Department of Health Liaison	\$ 5,000.00		
Curriculum Lead	\$ 1,000.00		
Lead LSN Stipend	\$ 2,500.00		
Elem. Arts Festival Coordinator	\$ 700.00		
PALS / BYC / Extended Year Site Lead	\$35 per hour		
First Tech	\$ 2,623.00		
Honor Society Middle School	\$ 684.00		
Mentor	\$ 250.00		
Mentor Leadership Meetings	\$ 50.00	per mtg	
Power of One	\$ 668.00		
Robotics	\$ 2,623.00		
Theater Stipend	\$ 6,800.00		
Webmaster Secondary	\$ 3,124.00		
Writing Center	\$ 1,500.00		
Community Facilitator	\$ 13.00	per hour	
SUBSTITUTES / CASUAL			
Avid Tutor	\$ 13.00	per hour	
Clerical (Casual Employees)	\$ 14.00	up to step 1 of position classification	
Clerical (Former Permanent Employees)	\$ 22.25	per hour	
Education Assistant	\$ 11.75	per hour	
Food Services	\$ 11.10	per hour	
Health Assistant Substitute Rate	\$ 12.25	per hour	
Health Assistant Substitute Rate (No Formal Medical License)	\$ 12.25	per hour	
Instructors (Non-licensed)	\$ 17.50	per hour	
LPNS Subbing for Health Assistants	\$ 15.30	per hour	
LPN/RN's w/ 2-3 yrs Training - No Degree	\$ 20.40	per hour	
RN's with B.S. Degree	\$ 25.50	per hour	
Student Avid Tutor	\$ 10.00	per hour	
Summer Custodial	\$ 11.75	per hour	Up to 12.5
ATHLETICS			
Basketball Announcer	\$ 30.00		
Basketball Scorer	\$ 20.00	per game (typically 3 games/night)	
Basketball Site Supervisor	\$ 80.00		
Basketball Supervision	\$ 30.00		
Basketball Ticket seller/taker	\$ 60.00		
Basketball Timer	\$ 20.00	per game (typically 3 gam	
Dance Competition Ticket seller/taker	\$ 20.00	per hour	
Football Announcer	\$ 30.00		
Football Field/Gate help	\$ 40.00		
Football Scorer	\$ 30.00		
Football Site Supervisor	\$ 80.00		
Football Supervision	\$ 30.00		
Football Ticket seller	\$ 40.00		
Football Ticket taker	\$ 40.00		
Football Timer	\$ 30.00		
Hockey Announcer	\$ 50.00	2 games (varsity & JV)	
Hockey Scorer/timer	\$ 50.00	2 games (varsity & JV)	
Hockey Supervision	\$ 30.00		
Lacrosse Announcer	\$30 / \$50	single / doubleheader	
Lacrosse On-field scorer/timer	\$ 30.00	2 games (varsity & JV)	
Lacrosse Scorer/timer	\$ 30.00	2 games (varsity & JV)	
Lacrosse Site Supervisor	\$50 / \$80	single / doubleheader	
Lacrosse Supervision	\$ 30.00		
Lacrosse Ticket seller/taker	\$40 / \$70	single / doubleheader	
Soccer Announcer/scorer/timer	\$30 / \$50	single / doubleheader	
Soccer Site Supervisor	\$50 / \$80	single / doubleheader	
Soccer Ticket seller/taker	\$40 / \$70	single / doubleheader	
Swimming Announcer	\$ 30.00		
Swimming Head timer	\$ 30.00		
Swimming Scorer	\$ 30.00		
Swimming Ticket seller/taker	\$ 30.00		
Tennis Site Supervision	\$ 40.00	Competition Approximately 2hours	
Volleyball Announcer	\$ 30.00		
Volleyball Scorer/timer	\$ 25.00	per match (typically 3 matches/night)	
Volleyball Site Supervisor	\$ 50.00		
Volleyball Ticket seller/taker	\$ 40.00		
Wrestling Scorer	\$ 30.00		
Wrestling Site Supervisor	\$ 50.00		
Wrestling Ticket seller/taker	\$ 30.00		
Wrestling Timer	\$ 30.00		
STUDENTS			
Student workers under 18 Chris looking at Min Wage	\$ 9.00	per hour	
Student workers over 18	\$ 9.86	per hour	
COMMUNITY EDUCATION			
K+ Classroom Assistant	\$ 13.00	per hour	
Other Unspecified Activities Based Upon Registration	\$ 13.00	per hour	
Senior Citizens Program Licensed Commercial Driver	\$ 19.50	per hour	
Facility Rental Tech Support	\$ 25.00	per hour	

AGENDA ITEM: IV.B.2.

To: Members of the Board of Education
Superintendent Dr. Theresa Battle

From: Stacey Sovine
Executive Director of Human Resources

Date: September 10, 2020

RE: **PROPOSED MOU WITH THE BURNSVILLE EDUCATION
ASSOCIATION AND INDEPENDENT SCHOOL DISTRICT 191**

**RECOMMENDATION: THAT THE BOARD OF EDUCATION APPROVE THE
PROPOSED MEMORANDUM OF UNDERSTANDING (MOU) WITH THE
BURNSVILLE EDUCATION ASSOCIATION AND INDEPENDENT SCHOOL
DISTRICT 191.**

This MOU affirms that the instructional day or student contact time has not decreased. With the Hybrid model, students may transition from on-site to distance learning components at the end of the day to allow time for cleaning and disinfecting of buildings, teacher prep and conference time, and programming review and adjustments.

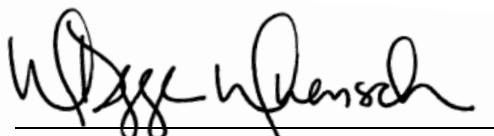
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Independent School District 191 (hereinafter referred to as the School District) and The Burnsville Education Association (hereinafter referred to as the Union), representing the Teachers of the School District as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2019 through June 30, 2021.
2. Whereas, Article IX, Section 3. Effective July 1, 2017, all kindergarten through grade five (5) elementary teachers shall receive fifty-two (52) minutes of uninterrupted conference and preparation time during the student day. The conference and preparation time for teachers in kindergarten through grade five (5) shall be consecutive. In the event that the School Board exercises its right to extend or shorten the school day, additional or less preparation time will be provided in the ratio of five minutes of preparation for every twenty-five minutes of instruction.
3. Whereas, Article IX, Section 5. A minimum of five minutes of preparation time shall be provided within student contact time of the school day for every twenty-five minutes of instruction time. Preparation time shall be provided in one uninterrupted block during the student day. Exceptions in scheduling secondary preparation time may be made by mutual agreement between the District and the exclusive bargaining representative of the teachers.
4. The School District and the Union acknowledge that the student day length has not changed from the 2019-2020 school year under the Hybrid Model for purposes of calculating Preparation time. Students may arrive late or be dismissed early to accommodate the Hybrid model by transitioning to a distance learning component.

This MEMORANDUM OF UNDERSTANDING shall be in full force and effect from the period of execution of this document through June 30, 2021.

Burnsville Education Association
Burnsville, MN 55337



Union Representative

Independent School Dist. 191
200 W. Burnsville Parkway
Burnsville, MN 55337

Employer Representative

Dated: September 3, 2020

Dated: _____ 2020



**Agenda IV.B.3.
September 10, 2020**

To: Board of Education
From: Dr. Theresa Battle, superintendent
Date: September 9, 2020
Re: Approve Birth to Age 8 Joint Powers Agreement

Recommendation: That the Board of Education approves the Joint Powers Agreement between the County of Dakota and Independent School District 191 for Birth to Age 8 Program Services.

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND INDEPENDENT SCHOOL DISTRICT 191
FOR BIRTH TO AGE 8 PROGRAM SERVICES**

This Agreement is between County of Dakota, through its Department of Public Health, hereinafter “County,” and Independent School District 191, Burnsville, Minnesota, hereinafter “School District.” This Agreement uses the word “Parties” for both County and School District.

WHEREAS, the County and the School District are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the County operates a Birth to Age 8 program (“Program”) with the goal of assuring that all children reach key developmental milestones in order to better ensure they are reading proficiently by third grade; and

WHEREAS, research shows that children who read proficiently by third grade have a greater likelihood of graduating from high school and demonstrating long term economic success; and






WHEREAS, the Parties desire to establish a method by which the Parties can access shared data on children’s developmental milestones; and

WHEREAS, the Parties’ respective governing boards authorized the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the Parties agree as follows:

1. GENERAL PROVISIONS

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the School District with respect to the Program requirements set forth in legislation enacted in the 2017 Special Session of the Minnesota Legislature, as described in Exhibit 1. The County will create an online data sharing portal (“the Portal”) to which the Parties, pursuant to valid authorizations for release of information, will enter data on children related to the five key developmental milestone markers (“milestones”) from birth to age eight: (1) birth benchmark; (2) 0-36 months developmental screening(s); (3) early childhood screening; (4) kindergarten assessment; and (5) first, second, and third grade reading levels, and as described below. Such data shall be entered into the Portal by a color-coded indicator only (green, yellow, red “stoplight”) as described in Articles 2 and 3.

	 Birth	 0 - 36 months	 3-4 Years	 Kindergarten	 8 Years/ 1st - 3rd Grade
Milestones	Benchmark Indicators:	Developmental screening <i>(at recommended intervals)</i>	Early Childhood Screening	Kindergarten Assessment	1st, 2nd, 3rd Grade Reading Level
	- Less than 2500 grams birthweight - Mother's age - Enrolled in MA or WIC - Maternal use of tobacco - Maternal level of education	- ASQ/ASQ-SE indicates concern - HT/WT/Vision/Hearing - Behind on Immunizations	- School District Early Childhood Screening indicates concerns	- Kindergarten Entry Profile Screening indicates concerns	- Scores below grade level

1.2 Cooperation. The County and the School District shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

1.3 Term. This Agreement is effective and enforceable on the date the last Party signs this Agreement (“Effective Date”) and expires on June 30, 2021.

2. COUNTY'S RIGHTS AND OBLIGATIONS

The County will:

- A. Offer enrollment in the Program to children living in the School District ("enrolled child(ren)"), with attention to those who meet one or more of the enrollment criteria listed in Exhibit 1. Enrollment will occur either through the County's Women, Infant and Children (WIC) Program, Follow Along Program (FAP), Family Home Visiting (FHV) program, or any other County program that is determined as useful for identifying children at risk of falling below established guidelines;
- B. Collect basic demographic information about enrolled children, which includes name, gender, date of birth, parent/guardian name and contact information, language communication preference, and potential eligibility for or enrollment in Medical Assistance (MA);
- C. Collect existing enrolled children's height/weight and hearing vision concerns as determined by the County's Public Health Nurses, Ages and Stages Questionnaires (ASQ) (as described in Exhibit 2), and the enrolled children's immunization statuses;
- D. Create a birth benchmark for each enrolled child, if the child was born in Dakota County, and as described in Exhibit 2;
- E. Calculate and enter into the Portal data regarding developmental milestones for which the County is responsible to determine by color-coded indicators (green, yellow, red "stoplights").
- F. Monitor enrolled children's development over time, from birth through third grade, using criteria correlated to reading proficiency and graduation likelihood;
- G. Obtain and maintain releases of information from parents or legal guardians who voluntarily choose to have their children participate in the Program, and which are necessary for the release of data to the School District in the Portal;
- H. Maintain The Portal;
- I. Enter stoplight indicators into the Portal for the first two milestones: birth benchmark and 0-36 developmental screening(s) of all enrolled children, when available, as well as referrals and interventions offered;
- J. Provide identified staff in the School District with password-protected access to the Portal so that the School District may view and obtain the enrolled-children's data consistent with any releases of information it deems necessary under the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (MGDPA) and Minn. R. Ch. 1205; and
- K. Remove access rights to enrolled children's data if the children's family moves outside of the School District.

3. SCHOOL DISTRICT'S RIGHTS AND OBLIGATIONS

The School District will:

- A. Offer enrollment at early childhood screenings and at other points, as determined by the School District;
- B. Access the Portal to obtain data about the enrolled children that may need assistance with identified developmental milestones. Such access to the Portal must only be obtained by the School District's identified district staff;
- C. Determine whether an enrolled child has met the developmental milestones at: early childhood screening, kindergarten assessment, and first, second, and third grade reading levels;
- D. Report developmental milestones in the Portal as pass (green), monitor (yellow) or fail (red) "stoplights;"
- E. Not release data underlying the stoplights to the County nor enter the data into the Portal; and
- F. Obtain all releases of information it deems necessary under state and federal law, including the MGDPA and any other state or federal privacy laws that apply to the School District, prior to entering data in the Portal.

4. LIMITATION OF LIABILITY

- 4.1 Liable for Own Acts. Each Party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees and/or agents. Activities by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the

Parties that they shall be deemed a “single governmental unit” for the purposes of liability, at set forth in Minn. Stat. §471.59, subd. 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party. 78

- 4.2 Indemnification. To the fullest extent permitted by law, each Party agrees to indemnify the other Party, their board members, employees, and volunteers, from and against all claims, damages, losses, and expenses, including reasonable attorneys’ fees, arising out of or resulting from the activities under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the Party, or anyone directly or indirectly employed by the Party or anyone whose acts the Party may be liable.
- 4.3 Limitation. Nothing in this Article shall be construed as a waiver by either Party of any immunity, defense, or other limitations on liability to which the Party is entitled by law, including but not limited to the provisions of the Municipal Tort Claims Act, Minn. Stat. Chapter 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or stack separate liability caps.

5. **FORCE MAJEURE**

Neither Party shall be liable to the other Party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting Party’s reasonable control, providing the defaulting Party gives notice to the other Party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6. **TERMINATION**

- 6.1 Termination Without Cause. Either Party may withdraw from or terminate this Agreement without cause by providing 30 days’ Notice of Termination to the other Party. Also, the Parties may mutually terminate this Agreement, and it may be terminated by operation of law or court order.
- 6.2 Termination for Cause or Material Breach. Either Party may immediately terminate this Agreement for cause by providing Notice of Termination to the other Party, unless a different procedure or effective date is stated within the specific article of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - B. Failure to perform obligations within the time specified in this Agreement.
 - C. Failure to perform any other material provision of this Agreement, including allowing access to the Portal by any person other than those with the titles identified herein.
 - D. Failure to diligently and timely perform obligations so as to endanger performance of the provisions of this Agreement.
- 6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement, including the Portal, as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this article.
- 6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 6.5 Duties and Obligations of Parties Upon Termination. Upon either Party providing the Notice of Termination, and except as otherwise stated, the Parties shall:
- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with each other regarding transition of Portal access.

- D. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
- E. The Parties shall have no financial obligations to the other Party upon withdrawal and termination of this Agreement.

6.6 Effect of Termination for Cause or without Cause.

Termination of this Agreement will result in termination of the School District's access rights to the Portal. Termination of this Agreement does not discharge any liability, responsibility, or right of any Party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination.

7. NOTICES AND AGREEMENT LIAISONS

7.1 Notices. All notices and communications required by this Agreement (collectively, "Notices") shall be provided in writing, by certified mail, as follows:

To the County: Marti Fischbach (or successor)
Director
Dakota County Community Services Division
One Mendota Road West
West St. Paul, MN 55118

To the School District: DeeDee Currier (or successor)
Board Clerk
Independent School District 191
200 West Burnsville Parkway, Burnsville, MN, 55337

7.2 Liaisons. The Liaison, or his or her successor, has the authority to assist the Parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement. A change in a Liaison does not require an amendment to the Agreement.

County Public Health Liaison: Sierra Hill, or her successor, Sierra.Hill@co.dakota.mn.us, 651-554-6143
County Contract Liaison: Lori Tolzman, or her successor, Lori.Tolzman@co.dakota.mn.us, 651-554-5878
School District Liaison: Dr. Theresa Battle, tbattle@isd191.org, 952-707-2005

8. AMENDMENTS

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by the individual's identified in Article 7.1.

9. COMPLIANCE WITH LAWS/STANDARDS

The Parties shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Parties are individually responsible. Any violation of this article is a material breach of this Agreement. No Notice of Default is required to terminate under this article.

10. GOVERNING LAW

The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. CONFIDENTIALITY AND DATA PRACTICES

- 11.1 “Protected Data” has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a.
- 11.2 For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by County and School District in the performance of this Agreement is subject to the requirements of the MGDPA, as well as any other applicable State or Federal laws on data privacy or security. Each Party must comply with and is subject to the provisions, remedies and requirements of the MGDPA. Data that is created, collected, received, stored, used, maintained, or disseminated by the School District in performance of this Agreement may also be subject to the requirements of the Family Educational Rights and Privacy Act (FERPA), and any other state or federal privacy laws that apply to the School District’s data. The County is not subject to FERPA requirements.
- 11.3 The Parties acknowledge that they may transmit Protected Data to the Portal in connection with this Agreement. The Parties shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose, to any third party in any way whatsoever any Protected Data, unless required or allowed by law or consent. The Parties independently agree to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish each other with a copy of said procedures upon request.
- 11.4 Each Party is responsible for maintaining its own records related to the Program and responding to requests for data from individuals and the public. As a courtesy, the Parties may inform each other of requests for data related to the Program, but this is not a requirement.
- 11.5 As a condition of the County providing the School District with access credentials to the Portal, the School District shall comply with Exhibit 3, Dakota County Portal Access, which is attached and incorporated herein.
- 11.6 This article survives expiration or termination of this Agreement.

12. INSURANCE

Each Party shall maintain policies of insurance or self-insurance which covers the activities of the Program and in an amount not less than the statutory maximum set forth in Minn. Stat. § 466.04.

13. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.

14. MERGER

- 14.1 Final Agreement. This Agreement is the final expression of the agreement of the Parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the Parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 14.2 Exhibits. The following Exhibits are incorporated and made a part of this Contract:
 Exhibit 1— Legislation
 Exhibit 2-- Dakota County’s Birth Benchmark and ASQs; and
 Exhibit 3—Dakota County Portal Access.

By signing this Agreement, the Parties acknowledge receipt of all the above Exhibits. If there is a conflict between any provision of any Exhibit and any provision in the body of this Agreement, the body of this Agreement will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Agreement. If there is a conflict between any

provision of Exhibit 1 and another Exhibit, the provision of Exhibit 1 will prevail. If there is a conflict between any provision of Exhibit 3 and another Exhibit, the provision of Exhibit 3 will prevail.

15. AGREEMENT INTERPRETATION AND CONSTRUCTION

This Agreement was fully reviewed and negotiated by the Parties, and each Party had the opportunity to have the Agreement reviewed by its attorney prior to signing. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the Party that drafted the Agreement. It is the intent of the Parties that every article (including any subarticle), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. _____

Approved as to form:

/s/ Suzanne W. Schrader Aug. 7, 2020
Assistant County Attorney/Date
County Attorney File No. KS-20-347-4

COUNTY OF DAKOTA

By _____
Marti Fischbach
Title Community Services Director

Date of Signature _____

Approved by School Board
Resolution No. _____

Approved as to form:

/s/ Maggie R. Wallner Aug. 7, 2020
Attorney for School District/Date

SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

(Please print name.)

Title _____

Date of Signature _____

Minnesota Legislation

The following provision is in Senate File 2 of the 2017 Special Session of the Minnesota Legislature. The Governor approved this legislation on May 30, 2017. The 2017 legislation was subsequently amended in House File 11 of the 2020 Special Session of the Minnesota Legislature, and approved by the Governor on June 18, 2020:

Sec. 33. Minnesota Birth to Age Eight Pilot Project.

Subdivision 1. Authorization. The commissioner of human services shall award a grant to Dakota County to develop and implement pilots that will evaluate the impact of a coordinated systems and service delivery approach on key developmental milestones and outcomes that ultimately lead to reading proficiency by age eight within the target population. The pilot program is from July 1, 2017, to June 30, 2021.

Subd. 2. Pilot design and goals. The pilot will establish key developmental milestone markers from birth to age eight. Pilot program participants will be developmentally assessed and tracked by a technology solution that tracks developmental milestones along the established developmental continuum. If a pilot program participant's progress falls below established milestones, the coordinated service system will focus on identified areas of concern and offer referrals or services to pilot program participants.

Subd. 3. Program participants in target population. Pilot program participants must opt in and provide parental or guardian consent to participant and be enrolled or engaged in one or more of the following:

- (1) a Women's Infant & Children (WIC) program;
- (2) a family home visiting program or Follow Along Program;
- (3) a school's early childhood screening; or
- (4) any other Dakota County or school program that is determined as useful for identifying children at risk of falling below established guidelines.

Subd. 4. Evaluation and report. The county or counties shall work with a third party evaluator to evaluate the effectiveness of the pilot and report to the legislative committees with jurisdiction over human services policy and finance each year by February 1 with an update on the progress of the pilot. The final report on the pilot is due January 1, 2022.

Birth Benchmark and Developmental Benchmarks

Birth Benchmark Explanation

As part of the Birth to Age 8 Program, the County will create and then add a birth benchmark to each enrolled child's Portal profile.

The Parties agree that they have cooperatively created the following indicators and that such indicators may change over time, but the County will seek input and approval from the School District prior to implementing any new criteria. The Parties agree that the indicators that form the birth benchmark will be based on research that connects the criteria to the ability to read by age eight. Additionally, the indicators are all criteria that are required for participation in the County's Family Home Visiting (FHV) program, which is one possible enrollment criterion for the Program. At the time of signing this JPA, the following are the birth benchmark indicators, which are collected from the Minnesota Department of Health birth record information and systems used by state and county workers to determine eligibility for public assistance:

- Birth weight less than 2500 grams;
- Birth mother's use of tobacco while pregnant;
- Birth mother's level of education at time of delivery (less than high school diploma or GED);
- Whether the birth mother was a teen parent (<19 years) at the time of delivery; and
- Whether the birth mother was enrolled in Medical Assistance (MA) or Women, Infants and Children (WIC) at the time of delivery.

The Portal will automatically calculate a color-coded result (a red, yellow, or green "stoplight") based on the following equal-weighted scale:

- 0-1 of the indicators: Green
- 2-3 of the indicators: Yellow
- 4-5 of the indicators: Red

County staff will calculate the color-coded result, and the Portal will populate an enrolled-child's profile with the stoplight. The School District will not have access to the individual indicators that triggered the stoplight color. Only designated County and School District staff will be able to view the stoplight. The birth benchmark helps show where the child started in life, compared to the child's progress throughout the term of the Program. The Parties will use this information to show progress over time for each enrolled child, offer referrals and/or services, as well as for Program evaluation purposes.

Dakota County Developmental Milestone Benchmarks: Ages and Stages Questionnaires (ASQs) and Stages Questionnaires – Social Emotional (ASQ-SE)

The County uses ASQ or ASQ-SE tools to measure if each enrolled-child has met developmental milestones in communication, gross motor, fine motor, personal social, problem solving and social emotional behaviors. Results from ASQ/ASQ-SE screening will be uploaded to the Portal as green (pass), yellow (monitor), or red (fail) "stoplights" only. Individual answers will not be shared with the School District.

School District Developmental Milestone Benchmarks

The School District will measure whether each enrolled-child has met developmental milestones for ages 36 months through third grade:

- Early Childhood Screening
- Kindergarten Assessment
- 1st, 2nd, 3rd Grade Reading

The School District will upload the results to the Portal as green (pass), yellow (monitor), or red (fail) "stoplights" only. Individual answers, scores, or any other underlying data will not be shared with the County.

Exhibit 3

DAKOTA COUNTY PORTAL ACCESS

The County has created and controls the Portal as the data system to facilitate the sharing of milestone data with the School District. The School District has been granted access to the Portal, as defined in the Agreement, which contains not public data, as that term is defined in Minn. Stat. § 13.02, subd. 8a (hereinafter, "Protected Data"). Accordingly, the School District shall take measures to ensure that its officers, employees, and independent contractors (collectively, "staff") who have access to the Portal, adhere to all applicable privacy and security requirements and standards in state and federal law, industry regulations, and County policy governing such access.

While accessing the Portal, School District agrees to comply with the following conditions and notify its staff who access the Portal of the same:

- (1) School District shall cooperate with the County in setting up a limited number of accounts to access the Portal for only those Staff who have a direct administrative role in the Program;
- (2) School District will ensure that each Staff person with Portal access has unique credentials (which shall be different than the Staff's password for other websites, email, network login, etc.).
- (3) Staff shall access, maintain, use, copy, modify, or disseminate Protected Data only if it is necessary to perform the duties for which the staff have been authorized by the School District pursuant to the Agreement.
- (4) School District shall establish, maintain, and enforce that staff shall access only the minimum amount of Protected Data necessary to conduct their duties under the Agreement.
- (5) Staff shall have no expectation of privacy while accessing or using the Portal, and the County and the School District reserve the right to review, audit, and monitor the access and use of the Portal.
- (6) School District shall reasonably update the County's Public Health Liaison regarding staff access rights based on staff or Portal changes and shall periodically review all access rights at an appropriate frequency to ensure current access rights to Protected Data are appropriate and no greater than are required for a staff member to perform his/her functions necessary under the Agreement.
- (7) School District shall notify the County's Public Health Liaison if there is a change (e.g. termination, reassignment, etc.) in any staff work status or access requirements within 3 business days of such change.
- (8) Staff shall not access the Portal for purposes or activities outside the scope of the staff's duties related to the Program.
- (9) Staff shall keep secure all Protected Data for which School District is responsible and has access.
- (10) Staff shall not reveal their access credentials to anyone, and School District will immediately inform the County's Public Health Liaison if there is reason to believe that anyone may have learned of, or used, staff credentials.
- (11) Staff shall not attempt to, nor assist others, in subverting network security to impair its functionality or to bypass restrictions set by the Portal administrators.
- (12) School District shall notify the County by emailing the Dakota County IT Help Desk at helpdesk@co.dakota.mn.us within 24 hours in the event that School District discovers that there has been a "breach of the security of the data," as that term is defined in Minn. Stat. § 13.055, subd. 1 (a), or a suspected breach of the security of the data. Such notification shall include, at a minimum, (1) the nature of the suspected or actual breach of the security of the data; (2) the types of potentially compromised Protected Data; (3) the duration and expected consequences of the suspected or actual breach of the security of the data; and (4) any mitigation or remediation measures taken or planned in response to the suspected or actual breach of the security of the data. School District shall cooperate with County in the investigation of any suspected or actual breach of the security of the data.

(13) Each Party is responsible for providing and paying for any and all individual or regulatory notifications in connection with a data breach involving that Party's data.

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School District acknowledges and agrees that if any of the above conditions are violated, School District may be subject to Agreement termination provisions. The Parties acknowledge and agree that data confidentiality requirements extend beyond the expiration or termination of the Agreement. School District acknowledges and agrees that it will comply with the above provisions

END OF EXHIBIT